

**AMENDMENT/CONSOLIDATION  
OF  
MANAGEMENT STATEMENT**  
New South Wales

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pages to the top left-hand corner.

**Section 108 Community Land Development Act 2021  
Section 28 Community Land Development Regulation 2021**

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

<b>(A) TORRENS TITLE</b>	1/270427				
<b>(B) LODGED BY</b>	Document Collection Box	<div>Name, Address or DX, Telephone, and Customer Account Number if any GRACE LAWYERS PTY LTD PO BOX Q112, QVB NSW 1230 TEL: 02 9284 2700</div> <div>Email: paul.ng@gracelawyers.com.au</div> <div>Reference: 220604.1</div>	<b>CODE</b>  <b>CS</b>		
<b>(C) APPLICANT</b>	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; text-align: center; padding: 5px;">Community Association</td><td style="width: 50%; text-align: center; padding: 5px;">Deposited Plan No. 270427</td></tr></table>			Community Association	Deposited Plan No. 270427
Community Association	Deposited Plan No. 270427				
<b>(D)</b>	The applicant certifies that a special resolution was passed on 14 June 2022 pursuant to the requirements of section 131 of the Community Land Management Act 2021 to amend the management statement as follows:				
<b>(E) BY-LAWS</b>	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; padding: 5px;">Repealed See Below</td><td style="width: 50%; padding: 5px;">Added/Amended See Below as fully set out below</td></tr></table>			Repealed See Below	Added/Amended See Below as fully set out below
Repealed See Below	Added/Amended See Below as fully set out below				
<b>(F) TEXT OF ADDED/AMENDED BY-LAW</b>					

FOR THE AVOIDANCE OF DOUBT, THE FOLLOWING CHANGES UNDER CLAUSE (E) WERE MADE IN THE SPECIAL GENERAL MEETING ON 14 JUNE 2022:

REPEALED: BY-LAWS 1.13; 7.1, 8.1, 8.2, 9.3 TO 9.11, 10.1 & 10.2, 16, 18

ADDED : BY-LAWS 8.1, 8.2, 8.3 (C), 18

AMENDED : PART 1, BY-LAW 1, PART 2, BY-LAW 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 14, 17, 19

SEE ANNEXURE A ATTACHED

- (G) A consolidated version of the management statement affecting the abovementioned association and incorporating the change referred to at Note (E) is annexed hereto and marked
- (H) The common seal of the Community association deposited plan 270427 was affixed hereto in the presence of a person authorised by section 235 of the Community Land Management Act 2021 to attest the affixing of the seal.

Signature of witness: \_\_\_\_\_

Name of witness: Jolly Duong, Community Manager

Date: 20 July 22



**Annexure A**

**DP270427**

**PRINCE HENRY AT LITTLE BAY  
COMMUNITY MANAGEMENT STATEMENT**

**June 2022**

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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.



## 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 management, administration, control, use or enjoyment of lots in an Association scheme or the Association property and to the control or preservation of the essence or theme of the community scheme. (see section 128 *Community Land Management Act 2021*).

#### **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 special 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.

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 special 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 special 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 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 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.

#### **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. A proprietor or occupier of a Lot may erect an "Open for Inspection" signage board on a Lot, or on that part of the Community Property that is directly adjacent to the Lot for the purpose of advertising their Lot as open for inspection for sale or for lease but only for the duration of the inspection, which must not exceed more than one (1) hour in any 24 hour period.

#### **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 2021, 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.

**By-Law 1.13 Repealed (14 June 2022)**

## **PART 2**

### **RESTRICTED COMMUNITY PROPERTY**

These By-Laws may only be amended after the expiry of the initial period by a special resolution and with the written consent of each person entitled by the by-law to use the restricted property (see section 135 *Community Land Management Act 2021*).

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

No part of the Association Property is subject to a restriction pursuant to Section 134 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 is designated as a 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 229 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 229 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.

## **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.
- (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 90 of the Management Act 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 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 7.2 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 7.3 Obligations of Service Providers**

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

### **By-Law 7.4 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 must obtain and maintain all insurances which it is required to obtain and maintain from time to time under and in compliance with each of the Development Act and Management Act (including under Part 9) or any other Act. A form of motion to consider the taking out of insurance of the kind referred to in section 148 of the Management Act (if not already taken out) and the particulars of each insurance policy taken out by the Community Association must be included in, or accompany, each notice of annual general meeting.

### **By-Law 8.2 Optional Insurances**

The Community Association may obtain and maintain insurance pursuant to section 153 of the Management Act. The Community Association must obtain and maintain any additional insurance 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 obtain and maintain 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.
- (c) A proprietor must pay to or reimburse the Community Association any increased insurance premium payable by the Community Association in relation to the use, or a change in use of the proprietor's lot, and, pursuant to section 87(1) of the Management Act, the proprietor consents to the Community Association increasing so much of a contribution payable by the proprietor to the Community Association as is attributable to insurance premiums for the Community Scheme, to reflect the amount of the increased insurance premium, which contribution is recoverable from the proprietor under the Management Act.

### **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 MEETING AND ASSOCIATION COMMITTEE**

### **By-Law 9.1 Meeting**

Meetings of the Community Association must be convened and conducted in accordance with Part 2 Division 2 of and Schedule 1 to the Management Act. Meetings of the Association Committee will be convened and conducted in accordance with Part 3 Division 3 of and Schedule 2 to the Management Act.

### **By-Law 9.2 Association Committee**

The Association Committee and the office holders of the Community Association are constituted in accordance with Part 3 Divisions 1 and 4 of to the Management Act. The functions of the Association Committee and office holders of the Community Association are set out in Part 3 Divisions 2 and 4 of the Management Act.

## **PART 4**

### **OPTIONAL MATTERS**

#### **BY-LAW 10 BREACH OF MANAGEMENT STATEMENT**

##### **By-Law 10.1 Proprietors or Occupiers Shall Observe**

Each proprietor or occupier must at all times observe and comply with the By-Laws contained in this Management Statement 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 the By-Laws contained in this Management Statement 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 are continuously observed and complied with by all of that proprietor's or occupier's invitees. A failure by any such invitee to observe and comply with the By-Laws contained in this Management Statement shall constitute a breach of this By-Law 10 by the proprietor or occupier.

##### **By-Law 10.2 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, the Community Association may, in addition to exercising any rights available under the Management Act, including section 137 of the Management Act, (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) 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). 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 10.3 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 10.2 (or any notice issued by the Community Association under section 137 of the Management Act), and continues to breach a By-Law(s) then the Community Association may, as soon as practicable thereafter, where appropriate:

- (a) in the case of a failure to comply with a notice issued under section 137 of the Management Act, apply to the Civil and Administrative Tribunal of NSW for an order under section 138 of the Management Act;
- (b) where applicable and without prejudice to any other rights, the Community Association may enter upon the Lot to inspect and to carry out any reasonable work to rectify the breach of the By-Law(s); and
- (c) where damage has been caused to Association Property, apply to the Civil and Administrative Tribunal of NSW for an order under section 123 of the Management Act.

#### **By-Law 10.4 Power of Entry of Community Association and Randwick City Council**

- (a) In addition to the powers conferred by Section 119 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 System.

#### **By-Law 10.5 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 10.6 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.

#### **By-Law 10.7 Proprietor or Occupier to Comply at Own Expense**

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

#### **By-Law 10.8 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 10.9 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.

## **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, or otherwise act in a manner that is in contravention of sections 143 and/or 144 of the Management Act, 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, or to otherwise act in a manner that is in contravention of sections 143 and 144 of the Management Act.

### **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**

In order to protect the community property from being damaged, a proprietor or occupier of a Lot must not, without the prior written approval of the Community Association, drive or park a heavy vehicle (including but not limited to boats, jet skis, mobile homes, caravans, trailers, campers, buses and trucks or similar vehicles, ), or use or store any construction equipment such as cranes or cherry pickers on any part of the community scheme that can be visible from a public place. A proprietor or occupier may keep a boat, jet ski, mobile home, caravan, trailer, camper or similar vehicle or equipment not exceeding 3 metres in width, 6 metres in length and 2.4 metres in height stored within their Lot in an enclosure located behind the Lot residence or garage provided that it is fully contained within the Lot and is not visible from outside the Lot. The colour, materials and design of the enclosure must be consistent with the Lot and must be approved by the Community Association under By-Law 1 (Landscaping & Building Guidelines For The Scheme).

Delivery trucks and tradespersons' vehicles are exempted from this By-law if their vehicles are parked for periods of not more than 12 hours at a time, and for the purpose of delivery or for carrying out a service for an owner or resident.

#### **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 whilesoever 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 and must not act in a manner that is in contravention of sections 143 and/or 144 of the Management Act.

#### **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 ASSOCIATION PROPERTY AND COMMON PROPERTY**

### **By-Law 12.1 Use**

The proprietor or occupier of a Lot must:

- (a) not except with the approval of the Community Association or the relevant Subsidiary Body, leave anything on or obstruct the use of Association Property or Common Property; or
- (b) not except with the approval of the Community Association or the relevant Subsidiary Body or pursuant to By-Laws in force in the Community Parcel, use for their own purposes any part of Association Property or Common Property, including but without limitation for their own purposes as a garden;

The proprietor or occupier of a Lot must comply with sections 143 and 144 of the Management Act at all times.

### **By-Law 12.2 Damage**

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 (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 Community Association and/or Subsidiary Body of any damage of or defect in Association 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. The Community Association may appoint a Managing Agent in accordance with section 53 of the Management Act and/or a facilities manager in accordance with section 71 of the Management Act.

### **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.

### **By-Law 14.3 Employees, Contractors and Consultants**

Subject to complying with the Management Act, 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**

The Community Association may enter into an agreement pursuant to section 121 of the Management Act with the proprietor or occupier of a Lot to provide amenities or services to the Lot or to the proprietor or occupier on terms to be agreed between the Community Association and the proprietor or occupier.

### **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 CONTROL OF LESSEES/LICENSEES**

Subject to section 133(4) of the Management Act, a proprietor whose lot in whole or in part is the subject of a lease, sublease, or licence agreement must:

- (a) provide the lessee, sublessee 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) and any strata management statement within the meaning of the Strata Schemes Development Act 2015, along with any changes that may be made to such documents within 14 days after the changes takes effect;
- (b) require the lessee, sublessee or licensee to perform and observe the obligations on the part of the proprietor under the applicable By-Laws and to otherwise comply with this Management Statement and any other documents referred to in (a) above; and
- (c) take all reasonable steps including, without limitation, any action available to him/her under the lease, sublease or licence agreement to ensure that the lessee, sublessee 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, sublessee or licensee complies with the By-Law, this Management Statement and any other documents referred to in (a) above.

## **BY-LAW 17 KEEPING AN ANIMAL**

### **Part 1**

#### **PREAMBLE**

- 1.1 This by-law is made pursuant to Division 2 of Part 7 of the Management Act.
- 1.2 The purpose of this by-law is to regulate the keeping of Animals in the Community Scheme.

### **PART 2**

#### **DEFINITIONS & INTERPRETATION**

##### **Definitions**

- 2.1 The definitions contained in By-Law 18.1 of By-Law 18 (Interpretation and Definitions, And Empowering By-Laws) of the Community Management Statement apply and, unless the context otherwise requires or permits:

- (a) **Animal** means a cat, dog, bird, fish in a secure, watertight aquarium and other small, non-venomous animals typically kept as pets in residential buildings (for example, guinea pigs and rabbits) or other animal(s) as approved from time to time at a general meeting on a case by case basis.
- (b) **Assistance Animal** has the same meaning as in section 9 of the *Disability Discrimination Act 1992 (Cth)* being a dog or other animal:
  - (i) accredited under a law of a State or Territory that provides for the accreditation of animals trained to assist a person with a disability to alleviate the effect of the disability; or
  - (ii) accredited by an animal training organisation prescribed by the regulations to the *Disability Discrimination Act 1992 (Cth)*; or
  - (iii) trained:
    - (A) to assist a person with a disability to alleviate the effect of the disability; and
    - (B) to meet standards of hygiene and behaviour that are appropriate for an animal in a public place.
- (c) **Occupier** means a person in lawful occupation of a Lot.
- (d) **Owner** means the owner of a Lot.
- (e) **Prohibited Animal** means:
  - (i) an animal prohibited by law to be kept in a Lot and/or kept by an Owner or Occupier including a dangerous dog within the meaning of the *Companion Animals Act 1998*;
  - (ii) snakes, spiders, scorpions, ants, or other venomous creatures that may pose a safety risk to other Owners and Occupiers or their invitees; and
  - (iii) any animal requiring a permit to be kept in, or which cannot otherwise be securely contained within, a Lot.
- (f) **Strata Act** means the *Strata Schemes Management Act 2015*.

## Interpretation

- 2.2 By-Law 18.3 of By-Law 18 (Interpretation and Definitions, And Empowering By- Laws) of the Community Management Statement applies to the interpretation of this by-law.

## PART 3

### GRANT OF RIGHT

- 3.1 Subject to Part 4 of this by-law, the Community Association shall have additional powers and functions to regulate the keeping of Animals in the Community Scheme, as set out in this by-law.

**PART 4**  
**CONDITIONS**

- 4.1 An Owner or Occupier must not keep a Prohibited Animal in a Lot or on any part of the Community Scheme at any time.
- 4.2 An Owner or Occupier may keep an Animal or an Assistance Animal in a Lot or on any subject to complying with this by-law.
- 4.3 An Occupier must not keep an Animal in a Lot without the prior written approval of the Owner of the Lot.
- 4.4 The Community Association or the relevant Subsidiary Body may determine (acting reasonably and having regard to matters such as the layout of the Community Scheme and, where applicable, the relevant Subsidiary Property, the size and total number of Lots and the amenities available in the Community Scheme and, where applicable, the relevant Subsidiary Property) that, in order to ensure the efficient operation and management of the Community Scheme and, where applicable, the relevant Subsidiary Body and to prevent an Animal from adversely affecting the use and enjoyment by other Owners or Occupiers of their Lots or any part of the Association Property or any Common Property:
- (a) only certain breeds, sizes or numbers of Animals may be kept in a Lot;
- Any such determination of the Community Association or the relevant Subsidiary Body must be notified to Owners and Occupiers in writing and has effect as a direction given by the Community Association or the relevant Subsidiary Body to all Owners and Occupiers under this by-law.
- 4.5 Each Subsidiary Body must, if requested to do so by the Community Association, provide a schedule of Animals being kept in Housing Lots (excluding a Community Development Lot), in a form approved by the Community Association, within 21 days of receipt of a written request from the Community Association to provide that schedule.
- 4.6 Where an Owner or Occupier keeps an Assistance Animal, that Owner or Occupier must, within 21 days of receiving a written request from the Community Association or the relevant Subsidiary Body, produce evidence to the Community Association or the relevant Subsidiary Body that the animal is an Assistance Animal.
- 4.7 If an Owner or Occupier is given written approval to keep an Animal in their Lot, or keeps an Assistance Animal in their Lot, that Owner or Occupier:
- (a) must supervise and keep the Animal in compliance with the *Companion Animals Act 1998* and any other applicable legislation;
- (b) must keep the Animal within the boundaries of their Lot;
- (c) must prevent the Animal or the Assistance Animal from roaming freely on the Association Property or Common Property, by carrying it in a cage or (in the case of a dog) ensuring that the dog is carried or kept on a leash when it is on the Association Property or Common Property;
- (d) in order to prevent the Animal from adversely affecting the use and enjoyment by other Owners or Occupiers of their Lots or any part of the Association Property or

any Common Property (including, for example, in the case of a dog, barking or defecating on any part of the Association Property or any Common Property), must ensure that their Animal:

- (i) in relation to a Strata Scheme, is only temporarily taken onto the Common Property for the purpose of travelling from their Lot to exit the building situated on the Strata Scheme and then returning to their Lot;
  - (ii) (and any Assistance Animal) does not urinate and/or defecate in or on any part of the Association Property or on any Common Property including without limitation any garden areas;
  - (iii) is not, except with the prior written approval of the Community Association or the relevant Subsidiary Body, taken onto any other part of the Association Property or Common Property that could cause a health, safety or security risk or other hazard of any kind, or that could otherwise adversely affect the use and enjoyment by other Owners or Occupiers of that part of the Association Property or Common Property;
- (e) must (where the Animal or the Assistance Animal is a dog or a cat) ensure that the Animal is desexed and is appropriately identified (for example, by way of a microchip, tattoo or similar) prior to being kept in the Lot;
- (f) is liable for any soiling of, or damage to, a Lot or any part of the Association Property or Common Property arising out of the keeping of the Animal or the Assistance Animal;
- (g) must promptly clean or repair all areas of the Lot, any other Lot and/or any part of the Association Property or Common Property that are soiled or damaged by the Animal or the Assistance Animal to the reasonable satisfaction of the Community Association or relevant Subsidiary Body, including by making use of, where applicable, a soiling bag which must be properly and hygienically disposed of in a manner that prevents the emission of odour;
- (h) must ensure that the Animal's or the Assistance Animal's waste is not disposed of through any Association Property or Common Property sewerage or drainage systems and must accept full liability for and indemnify the Community Association and the relevant Subsidiary Body against all costs associated with rectifying any blockage and/or damage to the sewer or waste pipes caused by the disposal of the waste;
- (i) must ensure that food, litter and other waste relating to the Animal or the Assistance Animal is disposed of in a receptacle for garbage and is securely packaged to prevent:
  - (i) odours occurring in the receptacles for garbage; and
  - (ii) the attraction of vermin or other pests to any part of the community parcel, including but without limitation areas designated for the storage of receptacles for garbage;
- (j) must ensure that no items of any kind associated with the Animal, including but without limitation any water or food bowl, leash, collar, toy, a cage or the like are kept on any part of the Association Property or Common Property at any time;

- (k) must not groom or wash the Animal on any part of the Association Property or Common Property;
- (l) must comply with any directions of, or guidelines as may be published by, the Community Association/Association Committee or the relevant Subsidiary Body/Association Committee/Strata Committee from time to time regarding the keeping of Animals or Assistance Animals on the Association Property or Common Property including any direction made by way of a determination under clause 4.4 of this by-law;
- (m) must do all things necessary to:
  - (i) ensure that the Animal or the Assistance Animal does not cause or create a nuisance or hazard or unreasonably interfere with another Owner's or Occupier's use and enjoyment of their Lot or the Association Property or Common Property including (in the case of a Strata Scheme) in a manner described in clause 36A of the Strata Schemes Management Regulation 2016;
  - (ii) minimise noise created by the Animal or the Assistance Animal which is likely to interfere with the peaceful use and enjoyment of another Lot or any part of the Association Property or Common Property by any other Owner or Occupier;
  - (iii) make good all areas of a Lot, the Association Property or Common Property that are soiled or damaged by the Animal or the Assistance Animal;
- (n) must at all times comply with this by-law, the Community Management Statement and all of the by-laws for the relevant Subsidiary Body;
- (o) indemnifies the Community Association and the relevant Subsidiary Body against any legal liability, costs, loss, damage, claim, demand or proceedings arising out of or in connection with the keeping of the Animal or the Assistance Animal including but not limited to injury to any person and/or damage to a Lot or any part of the Association Property or Common Property, or the property of any Owner or Occupier or the Community Association or the relevant Subsidiary Body.

4.8 An Owner must ensure the Occupier of their Lot complies with this by-law.

#### **4.9 An Owner or Occupier must not:**

- (a) allow their invitees to bring any Prohibited Animal onto the community parcel;
- (b) without the prior written approval of the Community Association or the relevant Subsidiary Body, allow their invitees to bring any Animal onto the community parcel, unless the animal is an Assistance Animal.

If written approval is provided by the Community Association or the relevant Subsidiary Body for an invitee of an Owner or Occupier to bring an Animal into the Community Scheme or the relevant scheme, an Owner or Occupier must ensure that their invitee complies with this by-law in all respects and is liable to the Community Association or the relevant Subsidiary Body for any non-compliance by their invitee with this by-law.

4.10 If the Community Association or the relevant Subsidiary Body reasonably suspects that any Animal whatsoever including any Assistance Animal has an infectious disease,



threatens public health, or the health of other Animals in the Community Scheme, or the safety of other Owners or Occupiers and/or it becomes reasonably necessary to protect against same, the Community Association or the relevant Subsidiary Body can deem the Owner or Occupier to have breached this by-law and exercise all its rights under this by-law and the Management Act or the Strata Act.

## **Default**

4.11 Should an Owner or Occupier fail to comply with any obligation under this by- law:

- (a) the Community Association or the relevant Subsidiary Body may request, in writing, that the Owner or Occupier complies with the terms of the by-law and the Owner or Occupier must take all reasonable steps to comply with the Community Association's or the relevant Subsidiary Body's request;
- (b) without prejudice to any other rights, the Community Association or the relevant Subsidiary Body may enter upon the Lot to inspect and to investigate any breach or possible breach of this by-law upon the provision of 48-hours' notice in writing;
- (c) the Community Association or the relevant Subsidiary Body may apply to the Civil and Administrative Tribunal of New South Wales for an order that the Animal be removed from the community parcel/relevant scheme or within a specified time and be kept away from the community parcel/relevant scheme;
- (d) the Owner and Occupier shall, jointly and severally, indemnify the Community Association and the relevant Subsidiary Body against any liability, costs, loss or expense incurred by the Community Association or the relevant Subsidiary Body should the Community Association or the relevant Subsidiary Body be required to carry out any work or take any steps to rectify the Owner's or Occupier's breach of this by-law; and
- (e) the Community Association or the relevant Subsidiary Body may recover from the Owner and Occupier, jointly and severally, as a debt in a forum of competent jurisdiction, all of the Community Association's or the relevant Subsidiary Body's reasonable costs incurred by the Community Association or the relevant Subsidiary Body arising out of or in relation to the Owner's or Occupier's breach of this by-law, including but not limited to interest, Managing Agent's/Strata Managing Agent's fees, expert fees, legal costs and any other expense of the Community Association or the relevant Subsidiary Body reasonably incurred in recovering such debt.
- (f) the Community Association may direct any complaints received in respect of breaches of this By-law to Randwick City Council for their action.

4.12 Clause 4.11 of this by-law does not prevent the Community Association or the relevant Subsidiary Body from exercising any rights under the Management Act or the Strata Act in relation to the Owner's or Occupier's failure to comply with this by-law."

## **BY-LAW 18 INTERPRETATION AND DEFINITIONS, AND EMPOWERING BY-LAWS**

### **By-Law 18.1 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 maybe.

### **By-Law 18.2 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) **"Communication Services Easement"** means the Easement for (Communication) Services variable width (limited in depth as regards Lot 13) identified as number 28 in Document 1 of the section 88B instrument registered on the title of the Community Association.
- (e) **"Community Development Lot"** has the same meaning as in the Management Act.
- (f) **"Community Scheme"** has the same meaning as in the Management Act."  
**"Deed of Agreement"** means the Deed of Agreement dated 21 February 2018 headed: Deed of Agreement Prince Henry At Little Bay Stormwater Harvesting Storage and Irrigation" entered into between Landcom, Randwick City Council, Crown Land, and the Community Association.
- (g) **"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.
- (h) **"Design Principles"** means the general themes and principles annexed to this Management Statement and described in By-Law 1.1.
- (i) **"Development Act"** means the *Community Land Development Act 2021 (NSW)*, as amended or replaced from time to time.
- (j) **"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.
- (k) **"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.
- (l) **"Management Act"** means the *Community Land Management Act 2021 (NSW)*. as amended or replaced from time to time.

- (m) **"Management Statement"** means this Community Management Statement.
- (n) **"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.
- (o) **"Receiving Equipment"** has the same meaning as in the Communication Services Easement.
- (p) **"Restricted Property"** has the same meaning as in the Management Act.  
**"Service Line"** has the same meaning as in the Development Act.
- (q) **"strata corporation"** means an owners corporation constituted under the Strata Schemes Management Act 2015 for a Strata Scheme.
- (r) **"Strata Scheme"** has the same meaning as in the Development Act".
- (s) **"Subsidiary Body"** means a neighbourhood association or strata corporation.
- (t) **"Subsidiary Property"** means the neighbourhood property of a neighbourhood scheme and the Common Property of a strata scheme.
- (u) **"System"** has the same meaning as in the Deed of Agreement.

### **By-Law 18.3 Interpretation**

In this Management Statement, unless the context otherwise requires or permits:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the Management Statement (where not defined in By-Law 18.2) will have the same meaning as those defined in the Management Act or the Development Act;
- (d) a reference to the Community Association includes, where appropriate, the facilities manager, Managing Agent, any member of the Association Committee or any person authorised by the Community Association from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to a proprietor includes that proprietor's invitee, executors, administrators, successors, permitted assigns or transferees;
- (g) a reference to an occupier includes that occupier's invitee;
- (h) if any provision or part of a provision of a By-Law in this Management Statement is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from the Management Statement (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of the By-Law and this Management Statement and/or the relevant provision shall remain in full force and effect; and
- (i). if any provision or part of a provision of a By-Law in this Management Statement is held or found to be harsh, unconscionable and/or oppressive under section 140 of the Management Act, that provision or part of a provision shall be deemed to be severed

from the By-Law and this Management Statement and the Community Association agrees to and accepts the remainder of the By-Law and/or the relevant provision shall remain in full force and effect.”

#### **By-Law 18.4 Service of Documents**

- (1) Sections 225, 226 and 227 apply to the service of notices and other documents under the Management Act.
- (2) A document served by electronic transmission 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.
- (3) If a document is not served by electronic transmission (whether because the sender receives notice in accordance with clause (2) 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 section 226 or 227 of the Management Act..

## **PART 5**

### **BY-LAWS REQUIRED BY PUBLIC AUTHORITY**

#### **BY-LAW 19 HERITAGE ITEMS AND ARCHAEOLOGICAL ELEMENTS**

##### **By-Law 19.1**

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 19.2**

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 19.3**

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.



A circular seal with the text "COMMUNITY ASSOCIATION" at the top and "DP270421" at the bottom. In the center, it says "Seal of Association".

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

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

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

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

DP270427



26.2.2019

## **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

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/sun shading 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.

## **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 facade 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 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", "winds pray", "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 limber 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.

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 @ Utile 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 air-conditioned 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.

### **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, mullion less 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.

### **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**

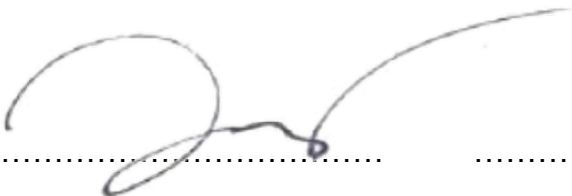
Parking of commercial vehicles, boats, caravans is not permitted to the front of properties. Such vehicles are to be screened from public view by providing an enclosure located behind the residence or garage. Colours, materials and design of the enclosure should complement the main dwelling.

**Approved Form 18**  
**COMMUNITY LAND DEVELOPMENT ACT**

**ATTESTATION**

The common seal of the \*Community Association Deposited Plan No. 270427 was  
affixed hereto on ^ 20 July 2022 ..... in the presence of:

#(Name) Jolly Duong, Community Manager and .....

Signature(s) ..... 

being the person(s) authorised by section 235 Community Land Management Act  
2021 to attest to the affixing of the seal.



\* Strike out if inapplicable

^ Insert date of affixing

# Insert name(s)

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**Text below this line is part of the instructions and should not be reproduced as part of a final document.**

1. This form must be provided in its entirety as shown above.
2. This approved form must be provided when the seal of an association is affixed in accordance with section 235 Community Land Management Act 2021.