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MEMBERS OF COMMUNITY ASSOCIATION D.P. NO 270427

ADDRESS: PRINCE HENRY AT LITTLE BAY – ANZAC PARADE, LITTLE BAY

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NOTICE OF A SPECIAL GENERAL MEETING OF COMMUNITY ASSOCIATION D.P. NO  
270427

A special general meeting of Community Association D.P. No 270427 will be held on 13 July 2015 at Hibiscus Room, Corner of Pine and Ewing Avenue, Little Bay. This meeting will commence at 6:30pm.

Meeting registration, including the allocation of voting papers will commence from 6:00pm.

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AGENDA

Attendance, Proxies, Voting Rights and Apologies.

1. Minutes

That the minutes of the last general meeting held on 9 December 2014 be confirmed as a true record and account of the proceedings at that meeting.

Explanatory Note - Notice of a general meeting of a community association must include, or be accompanied by, a form of motion to confirm the minutes of the last general meeting of any kind. The minutes are attached as annexure A.

2. Amendment of By-Law 7.1.1

That the Community Association decides, by special resolution, to amend the Community Management Statement by amending By-Laws 7.1.1, 7.1.2(b), 10.6 and 19.2 and adding By-Laws 11.7 and 20.4 in the manner contemplated by the motions to be considered at this meeting ("amend the by-laws") and also resolves to enter into the Deed of Agreement with Landcom, Randwick City Council and the Minister administering the Crown Lands Act 1989 ("deed"), that the Community Association specially resolves pursuant to section 14 of the Community Land Management Act 1989 that By-Law 7.1.1 in the Community Management Statement be amended so that it reads as follows (amendments underlined):

By-Law 7.1: Services

By-Law 7.1.1

The Community Association is responsible for and must maintain all proposed services and service lines within the Community Parcel which are not:

- maintained by Service Providers:

- telephone Telstra,
- gas Agility,
- power Energy Australia,
- water and sewer Sydney Water Corporation,
- if provided, Community TV, security, CCTV, or other community communication systems Community Association

- by this By-Law, Lease or other contract or agreement made the responsibility of an owner or occupier of a lot in the Community Parcel,

- by the Deed of Agreement made the responsibility of Randwick City Council or any other third party.

as identified in By-Law 7.1.2.

Explanatory Note: This motion contemplates an amendment of the Community Management Statement and must be passed by a special resolution.

By-Law 7.1.1 requires the Community Association to maintain all proposed services and service lines within the Community Parcel which are not maintained by service providers or pursuant to a by-law, lease or other contract made the responsibility of an owner or occupier of a lot in the Community Parcel. The Community Association proposes to enter into a Deed of Agreement for storm water harvesting, storage and irrigation and pursuant to that Deed Randwick City Council will become responsible for the maintenance of the storm water harvesting storage and irrigation system and infrastructure. The purpose of this motion is to amend By-Law 7.1.1 to make it clear that the Community Association will not be responsible for the maintenance of the storm water harvesting storage and irrigation system and infrastructure referred to in that Deed of Agreement following entry into the Deed.

3. Amendment of By-Law 7.1.2(b)

That the Community Association decides, by special resolution, to amend the by-laws and also resolves to enter into the deed, that the Community Association specially resolves pursuant to section 14 of the Community Land Management Act 1989 to amend By-Law 7.1.2 so that it reads as follows (amendments underlined):

By-Law 7.1.2:

The services for which the Community Association is responsible include:

- (a) storm water disposal pipes and lines located within private lots which convey storm water from the lots in the Community Parcel (excluding the golf course) either to Anzac Parade or to storage ponds located within the golf course for the purposes of the inter-allotment drainage systems defined by the easements created by the Community Plan;
- (b) the irrigation infrastructure (new, dedicated Prince Henry Storage Pond, swales, surface water courses, header tank, pumps, pipes and lines) which collects, stores, and reticulates water for the irrigation of, firstly, public roads and parks and, secondly, landscape areas for which the Community Association is responsible pursuant to By-Law 1.11 (excluding the Storm Water Harvesting Storage and Irrigation System and Infrastructure);

- (c) underground telecommunications cabling and related infrastructure including multi-function poles, if and when installed and owned by the Community Association or for which the Community Association assumes responsibility.

Explanatory Note: This motion contemplates an amendment of the Community Management Statement and must be passed by a special resolution.

By-Law 7.1.2(b) obliges the Community Association to maintain the "irrigation infrastructure (new, dedicated Prince Henry Storage Pond, swales, surface water courses, header tank, pumps, pipes and lines) which collects, stores, and reticulates water for the irrigation of firstly public roads and parks and secondly landscape areas for which the Community Association is responsible pursuant to By-Law 1.11". Following the Community Association's entry into an agreement which provides for the transfer of the ownership and maintenance responsibility of a Stormwater Harvesting Storage and Irrigation System and Infrastructure to Randwick City Council, By-Law 7.1.2(b) should be amended to reflect the permanent transfer of the maintenance obligations to the Council.

#### 4. Amendment of By-Law 10.6

That the Community Association decides, by special resolution, to amend the by-laws and also resolves to enter into the deed, that the Community Association specially resolves pursuant to section 14 of the Community Land Management Act 1989 to amend By-Law 10.6 so that it reads as follows (amendments underlined):

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

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

Explanatory Note: This motion contemplates an amendment of the Community Management Statement and must be passed by a special resolution.

Following the Community Association's entry into an agreement which provides for the transfer of the ownership and maintenance responsibility of a Stormwater Harvesting Storage and Irrigation System and Infrastructure to Randwick City Council, the Community Association is obliged under clause 8.1(a) of the agreement to provide Council with "reasonable access to enter and carry out work upon common property-private lands as necessary to facilitate the operation, repair and maintenance of the system". This amendment will allow the Council to obtain access to any part of the community scheme for the sole purpose of maintaining that infrastructure. The right of entry is only exercisable by contractors or employees of Randwick City Council for the purpose of servicing the Stormwater Harvesting Storage and Irrigation System and Infrastructure. The Stormwater Harvesting Storage and Irrigation System and Infrastructure will be separately defined by an amendment to By-Law 19.2.

5. Addition of By-Law 11.7

That the Community Association decides, by special resolution, to amend the by-laws and also resolves to enter into the deed, that the Community Association specially resolves pursuant to section 14 of the Community Land Management Act 1989 to make an additional by-law, By-Law 11.7 in the following terms:

By-Law 11.7 - 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.

Explanatory Note: This motion contemplates an amendment of the Community Management Statement and must be passed by a special resolution.

Following the Community Association's entry into an agreement which provides for the transfer of the ownership and maintenance responsibility of a Stormwater Harvesting Storage and Irrigation System and Infrastructure to Randwick City Council, the Community Association is obliged under clause 8.1(b) of the agreement not to do anything which adversely affects the irrigation infrastructure. The addition of this new by-law reflects the Community Association's obligations under the agreement. The Stormwater Harvesting Storage and Irrigation System and Infrastructure will be separately defined by an amendment to By-Law 19.2

6. Amendment of By-Law 19.2

That the Community Association decides, by special resolution, to amend the by-laws and also resolves to enter into the deed, that the Community Association specially resolves pursuant to section 14 of the Community Land Management Act 1989 to amend By-Law 19.2 by inserting the following two definitions into that by-law:

"Deed of Agreement" means the Deed between Landcom trading as UrbanGrowth NSW, Randwick City Council, the Community Association and the Minister administering the Crown Lands Act 1989, a copy of which is appended to the Community Management Statement;

"Stormwater Harvesting Storage and Irrigation System and Infrastructure" means the stormwater drainage system and associated infrastructure referred to and defined as "the system" in the Deed of Agreement";

Explanatory Note: This motion contemplates an amendment of the Community Management Statement and must be passed by a special resolution.

This amendment to the Community Management Statement will introduce two new definitions. The first definition will define the "Deed of Agreement" that the Community Association will enter into with Landcom trading as UrbanGrowth NSW, Randwick City Council and the Minister administering the Crown Lands Act 1989 which specifies rights and obligations in relation to the stormwater harvesting storage and irrigation system and associated infrastructure. The second definition will define that stormwater drainage system and infrastructure.

7. Addition of By-Law 20.4

On the condition that the Community Association decides, by special resolution, to amend the by-laws and also resolves to enter into the deed, that the Community Association specially resolves pursuant to section 14 of the Community Land Management Act 1989 to amend the Community Management Statement by adding By-Law 20.4 in the following terms:

20.4 Deed of Agreement

In addition to the functions conferred or imposed upon it by or under the Management Act or this Management Statement, the Community Association shall have:

- (a) the power and authority to enter into the Deed of Agreement;
- (b) the power and authority to engage consultants and contractors to assist it perform its functions under the Deed of Agreement;
- (c) the power and authority to raise contributions to its administrative fund or sinking fund to assist it exercise its functions under the Deed of Agreement; and
- (d) the power and authority to pay money out of its administrative fund or sinking fund to assist it exercise its functions under the Deed of Agreement.

Explanatory Note: This motion contemplates an amendment of the Community Management Statement and must be passed by a special resolution.

The purpose of this motion is to introduce a new by-law into the Community Management Statement to give the Community Association power to enter into a Deed of Agreement with Landcom trading as UrbanGrowth NSW, Randwick City Council and the Minister administering the Crown Lands Act 1989 in relation to the stormwater harvesting storage and irrigation system and infrastructure and to also give the Community Association the power to engage consultants, raise funds and pay monies to assist it exercise its functions under that Deed. The main object of the Deed of Agreement is to transfer the ownership of and responsibility for the maintenance of the stormwater harvesting storage and irrigation system and infrastructure from the Community Association to Randwick City Council, to release Landcom from any further obligations or any claims in relation that stormwater drainage system and infrastructure, and to require the Community Association to allow the Council to operate, maintain and repair that stormwater drainage system and infrastructure on the terms of the Deed.

7. Motion to Approve Deed of Agreement

That the Community Association decides, by special resolution, to amend the by-laws, that the Community Association resolves pursuant to By-Law 20.4 to approve, enter into and execute the Deed of Agreement for stormwater harvesting storage and irrigation between Landcom trading as UrbanGrowth NSW, Randwick City Council, the Community Association and the Minister administering the Crown Lands Act 1989 and to authorise the managing agent to execute and witness the affixing of the common seal onto that Deed on behalf of the Community Association.

Explanatory Note: The Executive Committee have negotiated the terms of the deed of agreement with Urban Growth NSW, Randwick City council and the Minister administering the Crown Land Act 1989 and recommend that authority is given to execute the agreement attached as annexure B for your reference.

NOTE: A copy of the proposed deed can be obtained by contacting the managing agent; this will be issued upon request by email.

Date of this Notice: Monday 22 June 2015

## VOTING INSTRUCTIONS

You may vote at the Special General Meeting:

- \* if you own a Community lot, in person or by proxy;
- \* if you own a Community lot and are a corporation, by your duly appointed company nominee in person or by proxy

Before the meeting starts, you must pay the Community Association contributions and other money you owe at the date of this meeting notice. Otherwise, you will be allowed to vote only on motions that need a unanimous resolution. If you own a Community lot, your vote will not count if a priority vote is cast for your lot.

## DETERMINING A QUORUM

The Community Association may vote on motions or elect its executive committee only if a quorum is present at the meeting.

- (1) There is a quorum for considering and voting on a matter at a general meeting of a community association only if:
  - (a) the number of persons present and entitled to vote on the matter is more than one-quarter the number of members of the association, or
  - (b) the persons present and entitled to vote on the matter represent more than one-quarter the total unit entitlement for the community scheme.
- (1A) However, if there is more than one member of the community association and the quorum calculated in accordance with subclause (1) is less than 2 persons, the quorum is 2 persons entitled to vote on the matter.
- (2) If a quorum under subclause (1) is not present within the next half-hour after the matter arises for consideration, the meeting stands adjourned for at least 7 days.
- (3) If a quorum under subclause (1) is not present within the next half-hour after the time fixed for the adjourned meeting, the persons present and entitled to vote on the matter constitute a quorum for considering and voting on the matter.
- (4) In determining whether there is a quorum under subclause (1) for a matter:
  - (a) a person who has given a proxy entitling another person who is present to vote on the matter, and
  - (b) a member of the executive committee who has appointed a substitute under section 31 who is present, and
  - (c) a proprietor or first mortgagee of a community development lot who has submitted a written vote on the matter, must be counted as if present.
- (5) For the purposes of subclause (4), joint mortgagees or joint proprietors who have given a proxy or have submitted a written vote are to be counted as 1 person present.

## DEFINITIONS

In this meeting notice:

Act is the Community Land Management Act 1989.

Community Association is Community Association D.P. No 270427

Dynamic is Dynamic Property Services Pty Ltd.

### Reference to a Section or Clause

In this agenda, a reference to a section or clause means that section or clause in the Community Land Management Act 1989 unless otherwise stated and a reference to a Regulation means that Regulation in the Community Land Management Regulation 2007.