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MINUTES OF THE SPECIAL GENERAL MEETING OF COMMUNITY ASSOCIATION D.P. NO 270427 HELD ON 13 JULY 2015 IN THE HIBISCUS ROOM, CORNER OF PINE AND EWING AVENUE, LITTLE BAY COMMENCING AT 6.30PM .

PRESENT BY PROXY:

Proxy bearer	Lot number	Proxy bearer	Lot number
S Graham	5	K Barker	6
R Downing	7	M Psomas	13
B Lord	24	M McIntosh	36
A Carruthers	51	R May	75
H Pollard	82	M Byrne	102
P Wood	127		

IN ATTENDANCE:

P and J Bannister (Lot 7)	P McCarthy (Lot 102)
R McGowan (Lot 13)	D Richter and V Caleo (Lot 108)
H Wells (Dynamic Property Services)	

CHAIRPERSON:

S Graham

1. MINUTES:

Resolved 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.

2. AMENDMENT OF BY-LAW 7.1.1:

For: 37,710
Against: Nil
Motion **Specially Resolved**

Specially resolved that the Community Association decided 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:
 - o telephone Telstra,
 - o gas Agility,
 - o power Energy Australia,
 - o water and sewer Sydney Water Corporation,
 - o 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.

3. AMENDMENT OF BY-LAW 7.1.2(B):

For: 37,710 Against: Nil Motion Specially Resolved

Specially resolved that the Community Association decided 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.

4. AMENDMENT OF BY-LAW 10.6:

For: 37,710 Against: Nil Motion Specially Resolved

Specially resolved that the Community Association decided 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.

5. ADDITION OF BY-LAW 11.7:

For: 37,710 Against: Nil Motion Specially Resolved

Specially resolved that the Community Association decided 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.

6. AMENDMENT OF BY-LAW 19.2:

For: 37,710 Against: Nil Motion Specially Resolved

Specially resolved that the Community Association decided 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”;

7. ADDITION OF BY-LAW 20.4:

For: 37,710 Against: Nil Motion Specially Resolved

Specially resolved on the condition that the Community Association decided 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.

7b. MOTION TO APPROVE DEED OF AGREEMENT:

For: 37,710 Against: Nil Motion Specially Resolved

Specially resolved that the Community Association decided 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.

CLOSURE:

There being no further business, the chairperson declared the meeting closed at 6.45pm.

CHAIRPERSON

DATE

Reference to a Section or Clause

In these minutes, 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.