



**TALLONG PARK ASSOCIATION INCORPORATED**

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**Tallong Park Association Inc. Local Rules**

**as at 8<sup>th</sup> July 2016**

These Tallong Park Association Inc. Local Rules are those referred to and empowered by Clause 15 of the Constitution of the Tallong Park Association Inc.

Attachments – Appendix A, B, C & D

# **LOCAL RULES**

## **OF THE**

### **TALLONG PARK ASSOCIATION INCORPORATED**

#### **1. APPLICATION OF LOCAL RULES**

- 1.1. These TPA Local Rules apply to all users of the common area used and operated by the Association and to all members, associate members, occupiers and guests as defined in the Constitution of Tallong Park Association Incorporated.
- 1.2. Members shall ensure that their guests and occupiers observe all TPA Local Rules of the Association. Where there is any continuing breach by a guest, the member shall require the guest to forthwith leave the land of the Association (hereinafter referred to as "the common areas"). Where there is a continuing breach by an occupier, that occupier's rights to be upon the common areas may be suspended or regulated by the committee.
  - 1.2.1. Where a breach of these TPA Local Rules is committed by a member, guest or occupier, any such breach will be used as a defence in any action or claim that may be made against the Association and the person committing such breach and/or the member whose guest or occupier committed such breach may be joined by the Association in any action brought against the Association.
- 1.3. No interference, interruption, hindrance, nuisance or annoyance shall be caused to persons lawfully using the common area.
- 1.4. No damage shall be caused to any of the facilities or equipment or to the surface of the grounds or playing areas. Any damage caused by members or the guests of members shall be made good at the cost of the member concerned.
- 1.5. The inviting member shall at all times accompany guests other than occupiers. An office bearer of the committee or other person authorised by the committee may in the name of the Association as owner request a person upon common areas to specify that person's name and place of abode and the name and address of the inviting member, if any. Where the office bearer or other person authorised by the committee is satisfied that the person on the common area is not a duly invited guest, an occupier, a member or an associate member, the office bearer may, in the name of the Association as owner, request the person to leave the common areas and thereafter to take such action as is necessary to obtain the removal, apprehension or prosecution of the person as a trespasser.
- 1.6. The committee may take all reasonable steps to ensure the security of the common area and the property of the Association and the observance of these TPA Local Rules and without limiting the generality of the foregoing may:
  - 1.6.1. Close off any part of the common area on a temporary or permanent basis for the purpose of storage of property of the Association and without limiting the generality of the foregoing may restrict the access to or use by members in accordance with these TPA Local Rules;
  - 1.6.2. Permit any designated part of the common are to be used by any authorised security person, firm or company as a means of monitoring the security and general safety of the common areas; and

- 1.7. Obtain, install and maintain locks, alarms, communication systems and other security devices. If the committee in the exercise of any of its powers under these TPA Local Rules restricts access of members of any part of the common area by means of lock or similar security device it may make such number of keys or operating systems as it determines available to members free of charge and thereafter may at its discretion make additional numbers thereof available to members upon payment of such reasonable charge therefore by way of security deposit or otherwise as may be determined from time to time by the committee.
- 1.8. A member to whom any key or operating system is given pursuant to these TPA Local Rules shall exercise a high degree of caution and responsibility with regard to the same and shall take reasonable precautions to ensure its use only by members, associate members or occupiers. A member who has possession of any key or any operating system shall not without the prior approval in writing of the Association duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any persons other than another member or to the associate member or occupier of that member and is not disposed of otherwise than by returning it to the Association. A member who is issued with a key or operating system shall immediately notify the Association if the same is lost or misplaced.
- 1.9. A member shall as soon as practicable after becoming aware of any defect in the common areas in any personal property vested in the Association or of any accident associated therewith give notice to the Duty Committee Member.
- 1.10. A member or occupier of a lot shall not create any noise likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person using the common areas.
- 1.11. A member or occupier of a lot shall not:
  - 1.11.1. Damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property; or
  - 1.11.2. Use it for his or her own purposes as a garden any portion of the common areas.
  - 1.11.3. Park or stand any motor or other vehicle upon common property except upon designated car parking areas without the approval of the committee of the Association.
  - 1.11.4. Obstruct lawful use of common property by any person.
- 1.12. The committee may employ for and on behalf of the Association such agents and servants tradesperson and contractors as it thinks fit in the exercise and performance of the powers, authorities' duties and function of the association.
- 1.13. A member and/or guest shall not consume alcohol on any part of the land owned by the Association except in areas designated by the Committee, or unless the prior written approval of the committee is obtained.
- 1.14. No member or guest of a member shall involve in offensive, threatening and/or abusive language on any of the Association's land.
- 1.15. The Association may erect advisory signage on any part of the Associations common land including any part of the Associations facilities or buildings.

- 1.16. No commercial or economic enterprise can be carried out by means of the common areas of the estate. Any person or persons found conducting this type of operation will be considered in breach of these rules and may be treated as a trespasser.
- 1.17. When listing your property for sale:
  - 1.17.1. A member must notify the Office and supply a copy of the front page of the Contract of Sale.
  - 1.17.2. Before a "For Sale" sign can be erected on your property, permission must be obtained from the Tallong Park Association Management Committee.

## **2. SWIMMING POOL TPA LOCAL RULES**

- 2.1. Guests other than occupiers may not use the swimming pool unless accompanied by the inviting member.
- 2.2. No alcoholic beverages are to be taken to or consumed in or around the swimming pool and adjacent enclosure.
- 2.3. Glass containers/receptacles of any type are not to be taken to or allowed to remain in or around the swimming pool and adjacent area.
- 2.4. No person without proper authority shall operate, adjust or interfere with the operation of any equipment associated with the swimming pool (other than the pool cover) nor add any chemical or other substance to the same.
- 2.5. No use is to be made of the swimming pool between the hours of 9:30pm and 6:00am or at the discretion of the committee unless written approval to use outside these hours is first obtained from the committee of the Association.
- 2.6. No person under the age of thirteen (13) years of age shall use the swimming pool unless accompanied at all times by an adult member or occupier exercising effective control of that child.
- 2.7. Persons using the swimming pool shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the pool by another person, and must comply with all approved signage within the pool enclosure. Continuous recorded video surveillance is conducted to support any claim or complaint of inappropriate behaviour.
- 2.8. At the discretion of the committee or caretaker the pool hours may be restricted at any time for the purpose of cleaning, maintenance or other reasonable cause.
- 2.9. All pre-toilet trained infants are required to wear the appropriate 'aqua nappy'. All nappies, regardless of type, are to be removed from the facility and not left in garbage bins.

## **3. TENNIS COURT RULES**

- 3.1. The committee may nominate a member or any employee of the Association to attend to reservations of the tennis courts. For the purpose of making reservations of the tennis courts each day shall be divided into periods of two hours commencing at 7:30am and ending 9:30pm.

- 3.2. Reservation periods may be secured by entering the name of the member and nominated court in a reservation book held by the nominated person up to fourteen clear days (and no more) in advance and upon payment of the reservation fee (if any) stipulated by the committee. Reservations shall be made in order of receipt except that two consecutive periods may not be reserved and no more than two periods may be reserved in any one day. A tennis court that is the subject of a reservation period shall be regarded as a reserved court. The reservation book shall be made available for inspection at the request of any member.
- 3.3. A reserved court shall not be used unless:
  - 3.3.1. By or with the authority of the member recorded in the reservation book in respect of that reservation period.
  - 3.3.2. The member who has secured the reservation period fails to commence use of the nominated tennis court within fifteen (15) minutes of the beginning of the reservation period.
- 3.4. Failure to commence use of the nominated tennis court within fifteen (15) minutes of the beginning of the reservation period shall result in the reservation period being forfeited and the court shall be regarded as non-reserved.
- 3.5. Where players are waiting to use a non-reserved court the following TPA Local Rules shall be observed:
  - 3.5.1. Play is limited to one set;
  - 3.5.2. No singles may be started if two or more players are waiting;
  - 3.5.3. No advantage sets will be played;
  - 3.5.4. All sets will be terminated with one game or a nine-point tiebreaker;
  - 3.5.5. When a set of either singles or doubles is completed waiting players have the court. If more than four are waiting, the first four to arrive have priority;
  - 3.5.6. Warm up time is limited to ten minutes;
  - 3.5.7. Players who are practising only may use the court for no more than thirty minutes.

#### **4. GOLF COURSE RULES**

- 4.1. Golf is played, for the most part, without supervision or umpire. The game relies on the integrity of individuals to show consideration for other players, care for the course and to abide by the Rules of Golf. As TPA Golf Course is designed for amateur golf it is essentially self-regulating with regards to the Rules of Golf and handicapping, it is considered necessary to safeguard the sport so that it can be fully enjoyed by all amateur golfers.
- 4.2. Accordingly, the TPA Committee may establish Local Rules for local abnormal conditions if they are consistent with the policy set by the Rules of Golf. The Rules of Golf must not be waived by a Local Rule. However, if the TPA Committee considers that the local abnormal conditions interfere with the proper playing of the game to the extent that it is necessary to make a Local Rule. Therefore, the following Local Rules are to be complied with by all Association Members, Associate Members and their guests:

- 4.2.1. The TPA Golf Course is for use only to TPA Members and their guests, however, the Member must accompanied their guests at all times,
- 4.2.2. The course shall not be used before 6.00am or after 8.30pm AESST and not before 10.00am or after 6.00pm AEST,
- 4.2.3. No more than four players per group shall be allowed on each hole at any one time, however, during organised events six players are allowed,
- 4.2.4. When playing from a designated Tee the ball must be teed up,
- 4.2.5. Players shall at all times carry a miniature bucket of sand provided near tee 1, 4 and 7 and shall replace and repair divots as they are made,
- 4.2.6. No person under the age of sixteen (16) years of age shall use the Golf Course unless accompanied at all times by an adult Member exercising control of that child,
- 4.2.7. No alcoholic beverages are to be taken to or consumed on the Golf Course,
- 4.2.8. Any hole may be closed for maintenance at the discretion of the TPA Committee or caretaker; also the Caretaker shall be given right of way during course maintenance,
- 4.2.9. Balls lying on a mowed fairway (through the green) may be placed on a preferred lie, either by hand or club face, not nearer the hole,
- 4.2.10. Out of bounds is considered to be the entire perimeter fencing of the course and the fence at the back of the 9th and 18th hole, roadways and car parks and must be replayed from where the original shot was taken and incurs a penalty stroke. If the shot is replayed at the point of exit a second penalty is incurred,
- 4.2.11. The Caretakers premises are considered off limits to all players. Shots that land in these premises from the 7th/16th and 6th/15th Tees must be played without penalty at the designated drop zone as marked,
- 4.2.12. Balls landing in the Tennis Court from the 1st/10th are played without penalty at the designated drop zone as marked,
- 4.2.13. Balls landing in the Tennis Court from the 5th and 14th are to be played without penalty at the designated drop zone as marked.
- 4.2.14. Balls landing near immovable objects such as sheds, buildings, tennis courts, pool and water tanks are to be replayed in line of sight, but not closer to the hole, without penalty,
- 4.2.15. Barbers creek is considered a lateral water hazard, balls entering this hazard are to be replayed within 2 club lengths from the point of entry but no closer to the hole, and incurs a penalty stroke,
- 4.2.16. Golf Carts are permitted on the course only when driven by a responsible adult. The Cart must keep well clear of the greens, tees and avoid the fairway where practical,
- 4.2.17. Cigarette butts are not to be discarded on the course, players smoking must carry their own disposing container, and
- 4.2.18. All players are expected to wear neat and tidy clothing and obey all Course signage.

## **5. FIRE AND BUSH TRAILS**

- 5.1. Members and their invitees shall not venture into areas other than common areas and shall not enter upon land of which another member is the registered proprietor or land which the committee may designate as including common areas and other areas designated safety areas.
- 5.2. Members and their invitees using these trails are advised to be aware and constantly on the lookout for natural hazards such as wombat burrows, fallen trees, ground water etc. These trails are periodically cleared of troublesome vegetation but otherwise are left in their natural state. The Association does not accept any liability for any injuries that may occur to members or their invitees while using these trails and members and their invitees use them at their own risk.
- 5.3. All authorised Association Members, Associate Members, Occupiers and Guests that use the bush cycling track must at all times wear appropriate personal protective equipment. These authorised users shall comply with the Tallong Park Association Constitution and Local Rules while using this facility.

## **6. PARKING AND TRAFFIC**

- 6.1. A member or occupier shall not park or stand any motor vehicle or other vehicle upon areas of the land set aside for visitor's car parking.

## **7. CHILDREN**

- 7.1. A member shall not permit a person less than fifteen years of age of whom he has control to play upon common areas unless accompanied by an adult exercising effective control and to remain near the swimming pool, access roads and other areas of possible danger or hazard to children.

## **8. LAKES AND FISHING**

- 8.1. No manned boats or other craft shall be allowed to enter the lake or lakes if fitted with a motor or engine.
- 8.2. The committee or its authorised officer shall have the power to restrict the time and dates upon which fishing may take place upon the lake or lakes.
- 8.3. The committee or its authorised officer shall have the power to restrict the number and type of vessels, boats or craft upon the lake at any one time.
- 8.4. All relevant Legislation pertaining to waterways shall be observed.
- 8.5. Swimming is not permitted in the lakes.

## **9. GUNS AND FIREARMS**

- 9.1. No projectile weapon powered by gunpowder or compressed air and no bow and arrow shall be allowed to enter the common areas. All relevant legislation pertaining to the use of fire arms, bows and arrows and knives shall be observed.
- 9.2. Notwithstanding clause 9.1 the caretaker will be permitted if appropriately licensed to possess and use a registered firearm for the purpose of controlling pests, vermin and feral animals.

## **10. CONTROL OF ANIMALS**

- 10.1. Any member bringing any animal onto Tallong Park Estate shall ensure that such animal is kept at all times on that member's allotment unless:
  - 10.1.1. In the case of a horse, it is either being ridden, led or is tethered to designated tethering rails
  - 10.1.2. In the case of a dog it is on a leash held by the member or occupier/guest, unless in a designated off leash area.
- 10.2. Members must acknowledge that feral animals are a menace in a rural community destroying wildlife and stock. Accordingly, the member gives permission, subject to Clause 10.3, for the caretaker to dispose of any animal (not domestic) not under the control of a member. In the case of a horse, cat or dog, the caretaker is empowered to arrange impoundment of any such animal unattended on the common areas of Tallong Park during his normal working hours.
- 10.3. All members shall comply with the NSW Companion Animals Act. All animals shall wear ownership identification tags.

## **11. VEHICLES**

- 11.1. No motorised vehicle of any kind or type shall enter upon the common land without the permission of the Committee.
- 11.2. No motorcycle whether registered or unregistered, capable of being ridden off road and on road and which can be used for the purpose of motor cross or trail bike riding shall enter upon the common areas.

## **12. BUILDING APPROVAL**

- 12.1. Pursuant to the duties to approve in writing, plans and specifications for buildings as set out in Restrictions as to User 1(a) applying to the land. The Association shall approve such plans and specifications subject to the following guidelines.

### **FOR LAND CONTAINED IN LOTS 1-32 IN DEPOSITED PLAN 790735**

- (i) All building shall have external walls of brick and/or brick veneer and/or concrete and/or timber and/or stone.
- (ii) The main building shall not have a floor area less than 148.7 square metres. If the building is less than 180-square metres not more than 27.9 square metres shall consist of car accommodation, external landings, patios and verandahs.
- (iii) Where the dwelling has a floor area greater than 180 square metres then no less than 140 square metres shall consist of accommodation floor area that is floor area which does not comprise verandahs, patios and car park areas.
- (iv) No building shall exceed a maximum height of 7.5 metres measured from the highest finished ground level at the wall of the building to the top of the building (excluding chimneys, antennae and plumbing stack work).
- (v) No building shall exceed a maximum height of 9 metres measured from the lowest finished ground level at the wall of the building (excluding chimneys, antennae and plumbing stack work).
- (vi) The dwelling house should be sited in areas that are not subject to erosion, flooding or land slip and should not be in areas that are visually prominent.



- (vii) The orientation of the dwelling should face north/ northeast.
- (viii) The materials and colours for dwelling houses should relate to colours and textures of the landscape wherever possible. Such colours are natural earth colours of greens, grey/blues, silver grey and mid/browns.
- (ix) Roof and wall finishes should comprise low reflection materials and natural earth colours.
- (x) Provided that the shire engineer approves the pitch of the roof the Association shall approve the same.
- (xi) Second-hand materials will not be allowed for use in the construction of buildings or sheds.
- (xii) No building or shed shall be constructed closer than 20 metres to the boundary of each lot.

**FOR LAND NOT CONTAINED IN LOTS 1-32 IN DEPOSITED PLAN 790735**

- (i) All main buildings other than sheds shall be constructed with external walls of brick and/or brick veneer and/or stone and/or concrete and/or timber. No shed shall be constructed of unpainted galvanised iron, aluminium or zincalume.
- (ii) The main building shall not have a floor area on the ground floor less than 148.7 square metres. If the area on the ground floor of the building is less than 180 square metres not more than 27.9 sq m. Shall consist of car accommodation, external landings, patios and verandahs.
- (iii) Where the dwelling has a floor area greater than 180 square metres then no less than 140 square metres shall consist of accommodation floor area that is floor area which does not comprise verandahs, patios, and car park areas.
- (iv) No building shall exceed a maximum height of 7.5 metres measured from the highest finished ground level at the wall of the building to the top of the building (excluding chimneys, antennae and plumbing stack work).
- (v) No building shall exceed a maximum height of 9 metres measured from the lowest finished ground level at the wall of the building (excluding chimneys, antennae and plumbing stack work).
- (vi) The dwelling should be sited in areas that are not subject to erosion, flooding or land slip and should not be in areas that are visually prominent.
- (vii) The orientation of the dwelling should face north/northeast.
- (viii) The materials and colours for dwelling houses should relate to colours and textures of the landscape wherever possible. Such colours are natural earth colours of greens, grey/blues, silver grey and mid/browns.
- (ix) Roof and wall finishes should comprise low reflection materials and natural earth colours.
- (x) Provided that the shire engineer approves the pitch of the roof the Association shall approve the same.
- (xi) Second-hand materials will not be allowed for use in the construction of buildings or sheds.
- (xii) No building or shed shall be constructed closer than 20 metres to the boundary of each lot.

- 12.2. Pursuant to the duty to approve a recycling sewerage system pursuant to restriction as to User 1 the Association shall approve the sewerage system provided that it is a recycling aerated system.

### **13. PAYMENT OF LEVIES**

- 13.1. Where a member has failed to pay levies imposed on the member pursuant to Clause 7 of the Constitution then the committee shall have the power to suspend the member's right to use all or any of the recreational sporting and leisure facilities erected on the common areas until such times as the outstanding levy together with any interest accrued is paid in full to the Association.
- 13.2. Where any levy is outstanding for a period of in excess of 30 days from the date of statement, interest shall accrue on such outstanding levy at the rate of 10% per annum from the due date.
- 13.3. The levy is payable on time, in full on or before the 1<sup>st</sup> July each year for that years fiscal period.
- 13.4. More effectively secure to the Association the payment of all levies payable to the Association by the member irrespective whether or not payment has been demanded by the Association, the member or members and prospective purchaser of members and each of them jointly and severally hereby charge in favour of the Association all their present interest whether or not legal or equitable or otherwise in the members lot.

The member and prospective purchasers of members acknowledge and agree that during and subsistence of and application of this charge the Association shall have (notwithstanding any rule of law or equity to the contrary) a caveatable interest in the member's Lot as defined in the Real Property Act, 1900 as amended.

The Association shall be entitled to lodge a caveat on the members Lot at any time.

### **14. SECURITY GATES**

- 14.1. The contractor's gates will be open between the hours of 7:00am and 5:00pm Monday to Friday, 10am to 4pm weekends and Public Holidays.
- 14.2. Keys for the contractor's gates shall be made available by application to the Committee while owners are undertaking construction works on their allotment. A deposit of \$50 per key shall be obtained by the office assistant from the owner requiring such key and the said \$50 shall be refundable upon return of the key.
- 14.3. It is the responsibility of the lot owner and/or his contractors to ensure that the gates are kept locked at all times between the hours of 5:00 pm and 7:00 am unless specific arrangements have been made with the caretaker.
- 14.4. The caretaker shall have the authority to vary the hours which the contractor's gates may be opened by up to 30 minutes at either end of the day. Any greater time for opening can only be approved by the committee of the Association.

## **15. CARETAKER**

- 15.1. Members requiring assistance, or reporting problems, should in the first instance contact the Duty Committee Member on 0428 119 595. The Duty Committee Member will attend to the matter as soon as practicable.
- 15.2. Persons disturbing the caretaker out of his normal working hours will be charged a fee of \$50.00. In the event of the caretaker being disturbed out of hours by other than a lot owner, the owner of the lot to which the visitors or contractors are visiting or leaving shall be liable for a payment of the fee of \$50.00.

## **16. THE RETICULATED WATER SUPPLY**

- 16.1. The reticulated water supply on Tallong Park Estate is owned and operated by the Association. This water supply is NOT to be consumed by humans (potable water). Its function is to provide water for fire-fighting, garden and stock water ONLY. Members will be advised by signage near the village green of any incident affecting this water.
- 16.2. Connection to the reticulated water supply is available to financial members of the Association only by completing and submitting the "owner's application for water connection" form to the Association. Connection to the supply is at the lot owner's expense. See Appendix A.
- 16.3. On receipt of the application the owner or authorised agent will be provided with a specification sheet (Appendix B) and a plumber's application and certification form (Appendix C) and connection to the supply may then take place in accordance with the requirements and directions set down in the above referenced documents.
- 16.4. A failure to comply with any requirement or direction may result in notice being given to have the matter rectified at the lot owner's expense or, should the Association be given reason it may decide to have the service disconnected from the lot.
- 16.5. Should the Association decide there is reason to disconnect a lot from the supply the lot owner will be advised of that decision in writing and the circumstance that warranted the disconnection.
- 16.6. Where a members lot has been disconnected from the supply under the provisions of clause 16.4 the lot owner may apply for re-connection. The Association in considering such an application may impose conditions, including the recovery of costs incurred to the Association in disconnecting the supply. Re-connection shall be at the lot owner's expense.
- 16.7. Charges for the use of the reticulated water supply will be levied on lot owners in accordance with the schedule of charges at Appendix D.

Members will receive a statement of levy payments owing for the period stated on the notice. Failure to pay the levy will give the Association reason to consider disconnection.

## 17. LAND OF THE ASSOCIATION

- 17.1. Members shall have the right to use common areas as contemplated by Clause 23 of the Constitution. To ensure prospective purchasers of members Lots become members as contemplated by the Constitution, the member or members and prospective purchasers of members and each of them jointly and severally charge in favour of the Association all their present interest whether or not legal equitable or otherwise in the members Lot.

The member and prospective purchasers of members acknowledge and agree that during the subsistence of and application of this charge the Association shall have (notwithstanding any rule of law or equity to the contrary) a caveatable interest in the members Lot as defined in the Real Property Act, 1900 as amended.

The Association shall be entitled to lodge a caveat on the members Lot at any time.

## 18. CORPORATE GOVERNANCE

- 18.1. Corporate Governance is the system by which Tallong Park Association is directed and controlled. This structure specifies the role and responsibilities of all Committee Members, Members, Associate Members and Employees. It will contain the way we undertake business through our Management Plan, procedures, performance controls and integrity validation of our processes. It is also about how we manage our resources effectively and efficiently for all Members and protect the rights of all Members to assist the continued sustainability of our Association.

- 18.2. Good Corporate Governance is about:

- (a) **Planning** – Maintaining the Management Plan to determine how our constitutional and other objectives are achieved.
- (b) **Organisational Performance** - Monitoring the performance of the Association against performance targets to ensure these goals and objectives are achieved.
- (c) **Leadership** - Ensuring the Association is governed responsibly with the best interests of members at the core of decision making.

- 18.3. Good Corporate Governance provides:

- (a) **Better Management** - Encourages a more efficient and effective managed Association.
- (b) **Improved Communication** – Facilitates a better information flow.
- (c) **Sustainability and Growth** - Careful management planning and implementation of policies and procedures help sustain our Association.
- (d) **Enhanced Image** - Through satisfied members the profile and image of our Association will be enhanced.

## 19. CORPORATE GOVERNANCE SYSTEM

- 19.1. Our Constitution and TPA Local Rules are the corner stone of our Corporate Governance system. These provide the framework of the Tallong Park Association. However, these documents do not provide the necessary administrative guidance to ensure that the Constitutional Objects are effectively or efficiently managed for all Members. Hence, the need for further administrative management processes and procedures to meet these needs. These will consist of:
- (a) Annual General Meetings,
  - (b) Committee Meetings,
  - (c) Management Plan,
  - (d) Work Instructions,
  - (e) Duty Statements,
  - (f) Asset Register, and
  - (g) Audit Controls.
- 19.2. **Annual General Meeting** – This meeting is held annually to communicate to all Members the progress of the Tallong Park Association, the financial situation, approving of the budget and the election of the Tallong Park Association Committee Members (TPA Committee).
- 19.3. **Committee Meetings** – The TPA Committee is to hold a committee meeting every month to review the day to day management of the Association and make the appropriate plans and strategies to efficiently and effectively manage the outcomes of the Management Plan of the Association in accordance with the Constitution and TPA Local Rules. It also provides regular opportunity for Members to attend an Open Forum, which is part of the agenda of these meetings, allowing improved communications between Members and the TPA Committee.
- 19.4. **Management Plan** - The TPA Committee is to maintain the Management Plan that consists of the Constitutional and other key objectives. These objectives are to be supported with activities that will endeavour to achieve these objects. The activities are to be given timeframes and performance indicators where applicable to ensure that they are monitored accordingly. The Management Plan is to be reviewed annually by the TPA Committee within 1 month of the Annual General Meeting (AGM).
- 19.5. **Work Instructions** – All Work Instructions are to be reviewed annually by the nominated Committee Members in conjunction with the appropriate process owner. These Instructions are to be reviewed with the intent of delivering a more efficient and effective process. This is to be reviewed before the AGM and to be handed to the newly appointed Committee as part of the Committee Handover.
- 19.6. **Duty Statements** – All Duty Statements are to be reviewed annually by the nominated Committee Member in conjunction with the Designated Member or Employee. The intent is to ensure that these duty statements are kept current with the actual duties being performed. These are to be reviewed before the AGM and handed to the newly appointed Committee as part of the Committee Handover.
- 19.7. **Asset Register** – The Asset Register is to be reviewed annually through a physical stocktake by the nominated Committee Member. This stocktake must be completed before the AGM with results adjusted accordingly. The current Asset Register is to be handed to the newly appointed Committee as part of the Committee Handover.

- 19.8. **Audit Controls** - The audit controls are developed into work instructions and are to be conducted by the nominated Committee Members within specified timeframes. These Audit Controls are to ensure that the integrity of the administration, financial and maintenance activities are maintained and that the systems and procedures are working efficiently and effectively. These controls are to be reviewed by the nominated Committee Members and reported back to the TPA Committee.

**Appendix A: Tallong Park Association Incorporated Owner's application for Water Connection**



**TALLONG PARK ASSOCIATION INCORPORATED**

**OWNER'S APPLICATION FOR WATER CONNECTION.**

I /We \_\_\_\_\_  
(Print Name)

of \_\_\_\_\_,  
(Address)

hereby apply to the Association for a permanent/temporary connection (delete whichever is inapplicable) from the Association's water supply to Lot \_\_\_\_\_, Tallong Park Estate.

I/We indemnify the Association for any damage whatsoever to its main and/or supply caused by my/our connection.

I/We guarantee that all work will be undertaken by a licenced plumber and that all work will conform to the Association's specification provided to my/our plumber.

I/We also undertake that no connection will be made from the Association's supply to any outlet in the residence or other structure.

I/We also undertake not to alter or interfere with the connection in any way without the written authority of the Association.

I/We guarantee the safe and uninterrupted access to authorised Committee member/s and/or the Caretaker and/or the Association's plumber to read the meter on my/our land and/or to inspect the connection from the Association's main to, and including, the connection to my/our tank.

I/We accept and agree that any alteration to the approved connection without agreement in writing from the Association or any departure from this agreement by me/us will disentitle me/us to use the Association's Water Supply, as will failure to promptly pay my/our fees or levies to the Association. In the event that I/we become disentitled to use the Association's water supply, I/we agree to the Association having same disconnected.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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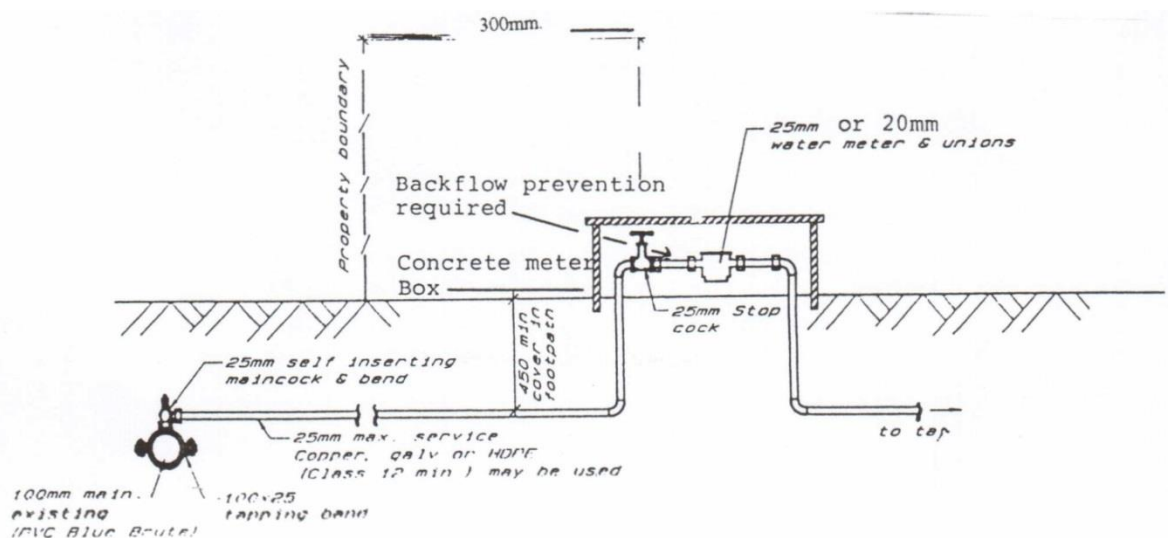
## Appendix B: Tallong Park Association Inc Water Connection Specifications



### TALLONG PARK ASSOCIATION INC.

#### WATER CONNECTION SPECIFICATIONS

1. A **licensed plumber** must carry out all work. The lot owner must apply for approval to connect on the prescribed form prior to connection. The plumber must provide the Association with a completed application form **on the day of connection**.
2. All water service connections will need to be installed with the mains under pressure.
3. Tapping bands are to be located no closer than 1 metre to any join or fitting in the main.
4. All pipe-work and meter are to be inspected by the caretaker before backfilling commences.
5. For services to blocks on the opposite side of the road to the main, conduits have been provided beneath the road. The plumber should check with the Association for conduit locations.
6. No connection is to be made from the Association's water supply to any structure on the land. All water to structures is to be from the rain water tank required by Council to be installed.
7. All pipe-work between meter and water tank is to be copper or HDPE.
8. All fittings for the water service including the meter are at the owner's cost. Only Davies Shephard PSM-T cold potable 25mm or 20mm water meters (8digit) are approved for use on the estate.
9. All work is to be carried out in accordance with the relevant Local Government ordinances and regulations.
10. All ground disturbed within the road reserve during installation of a water service shall be reinstated with topsoil spread 100mm deep and seeded with 50-50 mixture couch and Highland Bent.



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**Appendix C: Tallong Park Association Inc Plumber's Application for Water Connection**



**TALLONG PARK ASSOCIATION INCORPORATED**

**PLUMBER'S APPLICATION FOR WATER CONNECTION**

I \_\_\_\_\_ of \_\_\_\_\_  
(Name) (Business Name)

am a licenced plumber and my licence number is \_\_\_\_\_.

I certify that the Association's water supply has been permanently connected/a temporary building supply has been connected (strike out whichever is inapplicable) to Lot \_\_\_\_\_ Tallong Park Estate on \_\_\_\_/\_\_\_\_/\_\_\_\_ (date) in accordance with the Association's specifications provided to me.

I certify that no connection has been made between the Association's supply and the residence or other structure on the property.

In the event of the connection being a temporary building supply, I undertake to provide the Association with seven (7) full days notice prior to the final permanent connection being made.

NOTE: Temporary connections restricted to maximum of 3 months and can only be made when building approval is granted.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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## Appendix D: Water Meter Reading Rates for Excess Water Consumption



Tallong Park Association Inc.

# Water Meter Reading Rates for Excess Water Consumption

### Excess Consumption Charges.

*To be applied to all usage AFTER the current monthly allocation is used.*

Litres Used		Cost /Litre	Amount Charged
From	To		
0	1,000	\$0.010	\$10.00
1,001	2,000	\$0.015	\$15.00
2,001	3,000	\$0.020	\$20.00
3,001	4,000	\$0.025	\$25.00
4,001	5,000	\$0.030	\$30.00
5,001	6,000	\$0.035	\$35.00

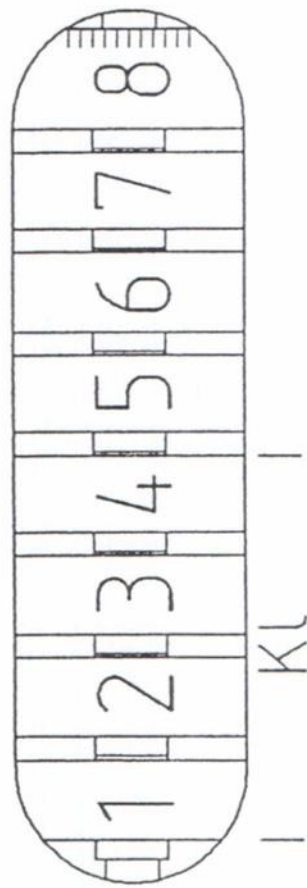
For each 1,000 litres over 6,000 the charge is \$35.00.

### Example

1. If you use **9,500 litres** of water over in a **4 week period** the charge will be as follows:

Litres Used		Cost per Litre	Amount Charged
From	To		
0	2,000	Free	Free
2,001	3,000	\$0.010	\$10.00
3,001	4,000	\$0.015	\$15.00
4,001	5,000	\$0.020	\$20.00
5,001	6,000	\$0.025	\$25.00
6,001	7,000	\$0.030	\$30.00
7,001	8,000	\$0.035	\$35.00
8,001	9,500	\$0.035	\$52.50
Total Excess Water Charge			\$187.50

# HOW TO READ YOUR DAVIES-KENT &/OR DAVIES SHEPHARD PSM METER



IN THE ABOVE DIAGRAM THE FIRST FOUR DIGITS (1 2 3 4) ARE BLACK ON WHITE BACKGROUND & REPRESENT KILOLITRES (THOUSANDS OF LITRES)

THE NEXT FOUR DIGITS (5 6 7 8) ARE WHITE ON A RED BACKGROUND & INDICATE HUNDREDS, TENS, UNITS, & TENTHS OF LITRES

THEREFORE THE ABOVE READING IS SIMPLY 1.234 KILOLITRES & 567.8 LITRES

