
DRAFT COMMUNITY MANAGEMENT STATEMENT

96 – 104 CABARITA ROAD, AVALON BEACH

Draft

Approved Form 28

COMMUNITY LAND DEVELOPMENT ACT

COMMUNITY MANAGEMENT STATEMENT WARNING

The terms of this management statement are binding on the community association, each subsidiary body within the community scheme and each person who is a proprietor, lessee, occupier or mortgagee in possession of a community development lot, precinct development lot, neighbourhood lot or strata lot within the community scheme.

PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

These by-laws relate to the control and preservation of the essence or theme of the community scheme and as such may only be amended or revoked by a unanimous resolution of the community association (see section 17(2) Community Land Management Act 1989).

1. ARCHITECTURAL AND LANDSCAPING STANDARDS

1.1 All Development in the Community Scheme must be generally in accordance with:

- (a) The Architectural and Landscaping Standards (Schedule 1);
- (b) The requirement that all parts of the dwelling be constructed only within the approved Building Footprint; and
- (c) Any approval, certificate or consent under the *Environmental Planning and Assessment Act 1979*.

2. APPROVALS

2.1 The Owner or Occupier of a Lot must have consent from the Community Association to:

- (a) build or erect a new dwelling; and
- (b) change the external appearance of an existing dwelling or existing approved dwelling.

on the Lot except where the works are consistent with a development consent granted prior to the creation of the Community Association.

2.2 The Owner of a Lot must obtain all necessary consents from Council before carrying out building works or landscaping works under this by-law. An application for consent from Council may only be made after the Community Association has approved the building work or landscaping work according to this by-law and by-law 3.

3. APPLICATIONS FOR APPROVALS

3.1 Except where development consent has been granted prior to the creation of the Community Association, an application for consent to carry out building works or landscaping works must be made in writing to the Community Association. The written application must:

- (a) include enough information to give the Community Association a clear understanding of the building works or landscaping works the applicant proposes to carry out; and
- (b) include plans and specifications according to this by-law; and
- (c) clearly identify how the proposed building works or landscaping works complies with the Architectural and Landscaping Standards;

Applications for new structures and changing the external appearance of existing structures

3.2 Plans and specifications for new structures and changing the external appearance of existing structures must:

- (a) show the design, height, width, colour, size, materials and location of the proposed building works; and
- (b) show the location of the proposed building works and how they relate to the surrounding area.

Changing the colour

3.3 Plans and specifications for changing the colour of an external area of a Lot or a structure on a Lot must include:

- (a) whether the colour is of a type permitted under the Architectural and Landscaping Standards; and
- (b) a sample of the proposed colour; and
- (c) details of the manufacturer of the proposed material; and
- (d) any other relevant details about the proposed material and its appearance after it has been applied.

Requests for further information

3.4 The Community Association may request the supply of further information about the application. Unless the information is supplied in a reasonable time, the Community Association may refuse the application.

Criteria for deciding an application

3.5 The Community Association must consider the information in an application for approval :

- (a) the suitability and quality of the proposed building works or landscaping works, including the colours and materials of the building works or landscaping works;
- (b) the harmony of the proposed building works or landscaping works with existing structures and landscaping, including the colours and materials of the building works or landscaping works;
- (c) the compatibility of the proposed building works or landscaping works with the existing architectural style, mass, proportions, rhythm, scale and quality of design and materials and use of the Community Scheme;
- (d) massing, or the visual relationship of architectural elements to one another and the immediate environment;
- (e) the scale of the proposed building works or landscaping works and their impact on architectural and landscape elements of different sizes;
- (f) the compatibility of the proposed building works or landscaping works with topography and the immediate environment and, in particular, preservation of access, sunlight, ventilation, views and privacy and the preservation of the Conservation Management Area;
- (g) the Architectural and Landscaping Standards; and
- (h) this Management Statement.

Consent process

3.6 The Community Association must act reasonably and:

- (a) make a decision about an application at the next available Committee meeting; and
- (b) immediately advise in writing of its decision and any conditions that apply to its decision.

Conditional consents

3.7 The Community Association may make conditions if it gives consent to carry out building works or landscaping works. Those conditions must be complied with.

4. AMENDMENTS TO ARCHITECTURAL AND LANDSCAPING STANDARDS

- 4.1 The Community Association may from time to time vary the Architectural and Landscaping Standards only by unanimous resolution at a General Meeting.
- 4.2 An Owner of a Lot may apply to the Community Association in writing requesting the variation to the Architectural and Landscaping Standards.
- 4.3 An application under this by-law must contain sufficient details of the variation requested to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed variation. The Community Association may request additional information about the variation requested to enable it to make a decision.
- 4.4 The Community Association to the best of its ability will ensure any modification is not inconsistent with Councils tree and bushland protection requirements and the Biodiversity Conservation Act (Threatened Species and Endangered ecological communities and their habitats).

5. AMENDMENTS TO THE BUILDING FOOTPRINT OF A LOT

- 5.1 The Community Association may from time to time vary the Building Footprint for a Lot only by unanimous resolution at a General Meeting.
- 5.2 An Owner of a Lot may apply to the Community Association in writing requesting consent to change the existing Building Footprint. The application must
 - (a) include enough information to give the Community Association a clear understanding of what is proposed;
 - (b) include plans showing the proposed new location and size of the Building Footprint; and
 - (c) contain a plan or report explaining how the proposed amendment will impact on existing vegetation and landscaping.
- 5.3 For applications under this by-law, the Community Association must consider:
 - (a) the Architectural and Landscaping Standards;
 - (b) the suitability of the new location for the Building Footprint and its relationship to existing structures and landscaping; and
 - (c) this Management Statement.

6. THINGS NOT IN KEEPING

- 6.1 The Owner or Occupier of a Lot must not, except with the approval of the Community Association, construct, install or maintain on or in a Lot anything

which can be seen from outside the Lot which is not in keeping with the building on or landscaped areas of the Lot.

7. MAINTENANCE OF BUILDING ON LOT

- 7.1 The Owner or Occupier of a Lot must keep the Lot including the exterior of the building on the Lot, clean and tidy and in good repair and condition.
- 7.2 The Owner or Occupier of a Lot must carry out all maintenance and repairs to the exterior of the building on the Lot in a proper and workmanlike manner to the reasonable satisfaction of the Community Association in accordance with the Architectural and Landscaping Standards and with materials of the same or similar quality and colour as those in the construction of the building.

8. MAINTENANCE OF LANDSCAPED AREAS ON LOT

- 8.1 The Owner or Occupier of a Lot must keep the landscaped areas (other than the Conservation Management Area) of the Lot clean and tidy and in good repair and condition.
- 8.2 The Owner or Occupier of a Lot must carry out all maintenance and repairs to the landscaped areas of the Lot in a proper and workmanlike manner to the reasonable satisfaction of the Community Association in accordance with the Architectural and Landscaping Standards and with plants of the same or similar species as those originally planted on the Lot.
- 8.3 In order to protect native flora and fauna species, the Owner or Occupier of a Lot must not:
 - (a) Use pesticides or insecticides on their Lot; or
 - (b) Leave rat or snail baits or poison outside the building on a Lot.

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 community property (see section 54 Community Land Management Act 1989).

9. BOAT STORAGE

- 9.1 The Owner or Occupier of each Lot has an exclusive right to use the storage rack in the Boat Storage Area assigned to their Lot by the Community Association.
- 9.2 Each Owner or Occupier shall be responsible for maintaining and keeping the storage rack assigned to them neat and tidy at all times.
- 9.3 An Owner or Occupier of a Lot may not leave a boat, dinghy or any associated equipment on Community Property other than in the boat storage rack allocated to that Owner or Occupier under this by-law.

PART 3

MANDATORY MATTERS

These matters must be addressed in every management statement.

10. PRIVATE ACCESSWAY

- 10.1 The primary use of the Private Accessway is to provide vehicular (but not in respect of the Boat Storage Area) and pedestrian access to Lots.
- 10.2 The Private Accessways are available for use by the Owners and Occupiers of Lots and Service Providers.
- 10.3 The Community Association is responsible for the control, operation, maintenance and repair of the Private Accessways.

11. COMMUNITY PROPERTY

- 11.1 The Community Association must control, manage and properly maintain and keep in a good and serviceable state of repair the Community Property.
- 11.2 In order to protect native flora and fauna species, the Community Association must not:
 - (a) Use pesticides or insecticides on Community Property; or
 - (b) Leave rat baits or poison on Community Property.
- 11.3 The Community Association may contract with persons to provide management, operational, maintenance and other services in connection with Community Property.
- 11.4 Subject to By-Law 12 Garbage and By-Law 9 Boat Storage, an Owner or Occupier must obtain the written approval of the Community Association before that Owner or Occupier does any of the following to Community Property:
 - (a) Leaves anything on Community Property;
 - (b) Obstructs the use of Community Property;
 - (c) Uses any part of Community Property for the Owner's or Occupier's own purposes;
 - (d) Erects on Community Property any structure;
 - (e) Attaches to Community Property any item;
 - (f) Does or permits anything which might damage Community Property; or
 - (g) Alters Community Property.

11.5 An Owner or Occupier must:

- (a) Give notice to the Community Association of any damage to or defect in the Community Property immediately after an Owner or Occupier becomes aware of such damage or defect;
- (b) Use anything on the Community Property only for the purpose for which it was constructed or provided;
- (c) Only use or enjoy the Community Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Community Property by another Owner or Occupier or Authorised Visitor;
- (d) Comply with all directions of the Community Association in respect of the Community Property.

12. **GARBAGE**

12.1 Council allocated bins are to be stored in the Waste Storage Area for the Owners or Occupiers.

12.2 Owners or Occupiers are responsible for ensuring their waste is deposited in the correct bins in the Waste Storage Area and must not cause the Waste Storage Area to be untidy and unclean.

12.3 The Community Association must:

- (a) Deposit all garbage from Community Property into the garbage bins provided in the Waste Storage Area; and
- (b) Keep the Waste Storage Area clean and tidy.

12.4 The Community Association is responsible for ensuring that all garbage is made available for collection by the Council as part of the Council's regular waste collection service.

13. **STATUTORY SERVICES**

13.1 Upon the registration of this Management Statement or the installation of the Service Lines, whichever is the earlier, a Statutory Easement will be created over those parts of the Community Property in the locations shown in the Services Diagram.

13.2 Subject to any easements registered with this Management Statement, the relevant Service Provider is responsible for and must maintain and keep in a good and serviceable state of repair the Statutory Services and associated Service Lines.

13.3 The Community Association is responsible for and must maintain and keep in a good and serviceable state of repair Private Services and associated Service Lines within the Community Property.

13.4 If a later prescribed diagram is required under section 36(4) of the Development Act (because a Service Line is installed in a different position from that shown in the Services Diagram), the Community Association and the Owners of any Lots that would be burdened by the Statutory Easement for the Service Line shown in the later prescribed diagram must do everything necessary to ensure that later prescribed diagram is lodged and registered as an amendment to this Management Statement.

14. **INSURANCE**

14.1 The Community Association must take out any insurance required under the Management Act including policies:

- (a) To cover any building or structure on the Community Property against damage or destruction by fire, lightning, explosion or other prescribed risk;
- (b) Under the Workers Compensation Act 1987 and Workplace Injury Management and Workers Compensation Act 1998;
- (c) To cover damage to Community Property and in respect of death and bodily injury (including damage, death and bodily injury occurring on a Private Accessway) for which the Community Association could become liable in damages;
- (d) against damages for which the Community Association could become liable because of work done by a voluntary worker;
- (e) to cover accidental injury to, or accidental death of, a voluntary worker;
- (f) against the possibility of the members of the Community Association becoming jointly liable under a claim arising out of any other event against which the association decides by special resolution to insure.

14.2 The Community Association must review, on an annual basis:

- (a) All of its insurance; and
- (b) The need for new or additional insurances.

14.3 A notice of an Annual General Meeting must include a form of motion to decide whether the insurances of the Community Association should be confirmed, varied or extended.

14.4 If there is an increase in risk or a new risk to the Community Property, then the Community Association must immediately;

- (a) Effect new insurances; or
- (b) Vary or extend existing insurances.

- 14.5 An Owner or Occupier must obtain the written approval of the Community Association before that Owner or Occupier does anything that might:
- (a) Void or prejudice the Community Association's insurance; or
 - (b) Increases any insurance premium which the Community Association pays.

15. EXECUTIVE COMMITTEE

- 15.1 The Community Association must establish the Executive Committee under the Management Act.
- 15.2 The Executive Committee must put up and maintain a notice board on some part of the Community Property.

Functions of the Secretary

- 15.3 The functions of the Secretary are:
- (a) to convene meetings of the Community Association and the Executive Committee; and
 - (b) to prepare and distribute notices, agendas and minutes for meetings of the Community Association and the Executive Committee; and
 - (c) to give notices under this management statement and the Management Act for the Community Association and the Executive Committee; and
 - (d) to supply certificates about contributions, insurance and other matters under clause 2 of schedule 5 of the Management Act; and
 - (e) to answer communications sent to the Community Association and the Executive Committee; and
 - (f) to perform administrative and secretarial functions for the Community Association and the Executive Committee; and
 - (g) to keep records for the Community Association and the Executive Committee according to this management statement and the Management Act.

Functions of the Treasurer

- 15.4 The functions of the Treasurer are:
- (a) to send notices of contributions to members of the Community Association; and
 - (b) to collect contributions from members of the Community Association; and

- (c) to receive, acknowledge, bank and account for contributions and other money paid to the Community Association; and
- (d) to prepare budgets for the administrative fund and sinking fund of the Community Association; and
- (e) to prepare certificates about contributions, insurance and other matters under clause 2 of schedule 5 of the Management Act; and
- (f) to pay Community Association accounts; and
- (g) to keep accounting records for the Community Association according to the Management Act; and
- (h) to prepare financial statements according to the Management Act.

Functions of the Chairperson

- 15.5 The function of the Chairperson is to preside at meetings of the Community Association and the Executive Committee at which they are present according to the Management Act.

Convening meetings of the Executive Committee

- 15.6 The Executive Committee must convene a meeting at least every six months or earlier if:
- (a) the Secretary calls a meeting; or
 - (b) two or more members of the Executive Committee make a written request to the Secretary to convene a meeting; or
 - (c) three or more members of the Community Association make a written request to the Secretary to convene a meeting; or
 - (d) it is necessary to appoint a replacement member of the Executive Committee or an Officer.
- 15.7 A meeting of the Executive Committee may be convened by:
- (a) the Secretary; or
 - (b) another Officer if the Secretary is absent or unable to convene the meeting.

Notices and agendas for meetings

- 15.8 The person who convenes a meeting of the Executive Committee must serve on each member of the Community Association and the Executive Committee a written notice of the meeting which includes:
- (a) the time, date and venue of the meeting; and

- (b) an agenda for the meeting.
- 15.9 Notice of a meeting of the Executive Committee must be given to each member of the Executive Committee and Community Association at least seven days before the meeting is to be held.
- 15.10 An agenda for a meeting of the Executive Committee must:
- (a) include details of all business which the Executive Committee will deal with at the meeting. The Executive Committee cannot deal with business which is not on the agenda; and
 - (b) include motions which members of the Executive Committee and Community Association have requested in writing to be included on the agenda for the meeting; and
 - (c) be accompanied by a copy of the minutes of the last meeting of the Executive Committee; and
 - (d) include a motion to adopt the minutes of the last meeting of the Executive Committee.
- 15.11 The Secretary or whoever convenes a meeting of the Executive Committee must for at least 48 hours immediately before the Executive Committee meeting, display on the notice board referred to in by-law 15.3 a notice of intention to hold the meeting and the detailed agenda.
- 15.12 The Management Act applies in relation to the keeping of minutes of Executive Committee meetings, records of its decisions and records of notices given to the Secretary.

PART 4

OPTIONAL MATTERS

These are matters which may be included in accordance with clause 3 schedule 3 of the Community Land Development Act 1989. The following matters are examples only and are not intended to limit the matters which may be included.

16. KEEPING OF ANIMALS

- 16.1 Due to environmental sensitivity, an Owner or Occupier of a Lot must not cause or permit dogs in the Conservation Management Area except an assistance animal and cats are to be kept inside dwellings at all times.

NOTE: The management statement cannot prohibit or restrict the keeping on the parcel of an assistance animal.

17. RESTRICTIONS ON PARKING

- 17.1 An Owner or Occupier of a Lot must ensure their Authorised Visitors only use the designated parking areas, if any, on the Community Property.
- 17.2 The Community Association may, at the cost of the Owner of a Lot, remove any vehicles, trailers, caravans, horse floats or similar items that remain on the Community Property for a period which is longer than reasonable, as determined by the Community Association.

18. LAUNDRY

- 18.1 The Owner or Occupier of a Lot must not hang any washing, bedding or other articles of a similar nature on any balcony of a Lot or in any area visible from any Community Property (unless such area is a dedicated area for a clothes line or drying area).
- 18.2 The Owner or Occupier of a Lot must not hang any washing, bedding or other articles of a similar nature on Community Property.

19. SAFETY AND SECURITY MEASURES

- 19.1 In addition to its powers under the Management Act and subject to this Management Statement, the Community Association has the power to:
- (a) close off or restrict by Security Key access to Community Property or parts of it; and
 - (b) allow security personnel to use part of Community Property to operate or monitor security.
- 19.2 If the Community Association restricts access to part of the Community Property under clause 19.1, the Community Association:

- (a) Must issue the Owners or Occupiers of the Lots and any other lots with a registered benefit of access with a Security Key; and
- (b) May charge each Owner or Occupier a fee or bond for extra or replacement Security Keys.

20. NOISE CONTROL

20.1 An Owner or Occupier of a Lot must not create noise on a Lot or Community Property likely to unreasonably interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Community Property.

21. PRIVATE SERVICES

21.1 In addition to its powers under the Community Management Act, the Community Association has the power for itself to:

- (a) arrange for the installation and maintenance of Service Lines to provide Private Services; and
- (b) make agreements with persons to monitor or provide Private Services.

21.2 The Community Association (or persons authorised by it) may enter your Lot to do work on Private Services. The Community Association must give you reasonable notice before it enters your Lot unless there is an emergency.

22. FIRE SAFETY

22.1 An Owner or Occupier must regularly clean out gutters of leaves to reduce the risk of spread of bushfire.

22.2 The Community Association must:

- (a) take reasonable steps to reduce the risk of bush fires by maintaining the vegetated parts of Common Property and keeping those areas free of weeds and leaves; and
- (b) comply with laws about fire control.

23. OWNERS AND OCCUPIERS RESPONSIBLE FOR OTHERS

23.1 An Owner or Occupier of a Lot must take all reasonable steps to ensure that an Authorised Visitor complies with these by-laws as if that Authorised Visitor were an Owner of a Lot.

23.2 If an Authorised Visitor does not comply with these by-laws the Owner or Occupier must withdraw the consent to the Authorised Visitor being on the Community Property and request that person to leave the Community Property.

24. ON GOING SERVICE CONTRACTS

- 24.1 The Community Association may contract with persons to provide:
- (a) Management, operational, maintenance and other services in connection with the Community Property; and
 - (b) Services and amenities to the Owners and Occupiers of Lots.
- 24.2 The Community Association may enter into an agreement with the Site Manager during the Initial Period. The effect of the agreement is disclosed in this by-law for the purposes of section 24 of the Management Act.
- 24.3 The term of an agreement with a Site Manager must not exceed the term determined by the Community Association.
- 24.4 The remuneration of a Site Manager under an agreement must not exceed the amount determined by the Community Association.
- 24.5 The duties of the Site Manager under an agreement may include, without limitation:
- (a) caretaking, supervising and servicing Community Property; and
 - (b) monitoring the performance by Owners and Occupiers of their obligations under this management statement; and
 - (c) supervising cleaning and garbage removal services; and
 - (d) supervising the repair, maintenance, renewal or replacement of Community Property; and
 - (e) co-ordinating the carrying out of building works and landscaping works; and
 - (f) providing services to the Community Association, Owners and Occupiers; and
 - (g) supervising employees and contractors of the Community Association; and
 - (h) doing anything else that the Community Association agrees is necessary for the operation and management of the Community Scheme.

25. MAINTENANCE OF CONSERVATION MANAGEMENT AREA

- 25.1 The Community Association must protect, manage and properly maintain the part of the Conservation Management Area on Community Property in accordance with the Biodiversity Management Plan and keep those areas free from weeds.

25.2 The Owners or Occupiers of the Lots affected on which the Conservation Management Area is located must:

- (a) Protect, manage and properly maintain the part of the Conservation Management Area their Lots in accordance with the Biodiversity Management Plan. The Conservation Management Area contains an Endangered Ecological Community called Pittwater Wagstaff Spotted Gum Forest. The development approval and various legislation require the protection and maintenance of threatened species and native animals and plants on all tenures of land;
- (b) Engage a suitably qualified (TAFE certificate IV Land Management) bush regenerator, contractor to carry out bush regeneration works in the Conservation Management Area;
- (c) Control weeds to achieve a maximum 5% projected foliage weed cover across the whole of the Conservation Management Area with this quantifiable goal to be achieved every 6 months before the contractor is paid;
- (d) Any planting in the Conservation Management Area is to only be local native plants propagated from local stock that are listed in the planting schedule in the Biodiversity Management Plan;
- (e) Use industry standard bush regeneration techniques in the Conservation Management Area;
- (f) Not cause or permit harm to native plants or animals in the Conservation Management area;
- (g) Ensure that external lighting on their Lot does not shine directly into the Conservation Management Area;
- (h) Not cause or permit the soil surface within the Conservation Management Area to be disturbed other than for bush regeneration; and
- (i) Not cause or permit the Conservation Management Area to be accessed for the purposes of constructing any structures on the Lot.

25.3 The Community Association may contract with persons to provide management, operational, maintenance and other services in connection with its obligations under this by-law.

26. **DICTIONARY**

26.1 **Annual General Meeting** means the annual general meeting of the Community Association other than the first annual general meeting.

26.2 **Architectural and Landscaping Standards** means the standards in Schedule 1 as amended from time to time.

- 26.3 **Authorised Visitors** means a person on the Community Property with the consent express or implied of an Owner or Occupier of a Lot or the Community Association.
- 26.4 **Biodiversity Management Plan** means the Biodiversity Management Plan; Operational Manual document [to be produced]
- 26.5 **Building Footprint** means the area of each Lot in which a building or other structure may be erected. The Building Footprint for each Lot is shown on the Site Plan in this Management Statement.
- 26.6 **Community Association** means Community Association DP [insert]
- 26.7 **Community Plan** means the deposited plan registered with this Management Statement
- 26.8 **Community Property** means the lot shown in the Community Plan as community property
- 26.9 **Conservation Management Area** means the area shown in the Biodiversity Management Plan
- 26.10 **Council** means Northern Beaches Council.
- 26.11 **Development** has the same meaning as in the *Environmental Planning and Assessment Act 1979*
- 26.12 **Development Act** means the *Community Land Development Act 1989* (NSW).
- 26.13 **Executive Committee** means the executive committee of the Community Association as constituted or elected under this Management Statement and the Management Act
- 26.14 **General Meeting** means an annual general meeting or a special general meeting of the Community Association
- 26.15 **Initial Period** has the same meaning as in the Management Act
- 26.16 **Lot** means a lot identified on the Site Plan, other than the Community Property.
- 26.17 **Management Act** means the Community Land Management Act 1989;
- 26.18 **Management Statement** means this community management statement as amended from time to time in accordance with the Management Act;
- 26.19 **Occupier** means any person in lawful occupation of a Lot;
- 26.20 **Officer** means the chairperson, secretary or treasurer of the Executive Committee Community Association as appointed under this Management Statement and the Management Act.

- 26.21 **Owners** means the owner or mortgagee in possession of a Lot
- 26.22 **Private Accessways** means the private accessways (including the driveway and walkways) marked on the Community Plan as Private Accessway.
- 26.23 **Private Services** means any Service which is not a Statutory Service. Private Services include, without limitation the bio-retention basin marked on the Services Plan.
- 26.24 **Secretary** means the secretary of the Community Association.
- 26.25 **Service** means a Private Service or Statutory Service
- 26.26 **Service Lines** mean any pipe, wire, cable, duct, conduit or pole by means of which a Service is, or is to be, provided, the location of which is illustrated in the Services Plan.
- 26.27 **Service Providers** means a Government Agency or other body that provides a Service.
- 26.28 **Services Plan** means the Plan identifying the location of the Services in Schedule 4
- 26.29 **Significant Tree** means a tree with a hollow and a tree that forms part of the Swamp Oak Floodplain Forest or Pittwater and Wagstaffe Spotted Gum endangered ecological communities identified in green on a Lot in the Plan in Schedule 3.
- 26.30 **Site Manager** means the manager appointed by the Community Association to provide operational and management services for Community Property.
- 26.31 **Site Plan** means the plan in Schedule 5
- 26.32 **Statutory Easement** has the same meaning as section 36 of the Development Act.
- 26.33 **Statutory Services** includes the following services:
- (a) The supply of water, gas and electricity; and
 - (b) The provision of sewerage and drainage; and
 - (c) Transmissions by telephone, radio or television (excluding aerials and antennae).
- 26.34 **Waste Storage Area** means the area identified on the Site Plan as “Waste Storage Area”

SCHEDULES

Schedule 1 – Architectural and Landscaping Standards

Schedule 2 – Biodiversity Management Plan [to be provided]

Schedule 3 – Significant Tree Plan

Schedule 4 - Services Plan

Schedule 5 - Site Plan

Draft

SCHEDULE 1

ARCHITECTURAL AND LANDSCAPING STANDARDS

1. PURPOSE

The purpose of these standards is to provide guidance on the further development and maintenance of structures and landscaping to ensure consistency with the original design intent and with existing structures and landscaping in the Community Scheme.

2. APPLICATION

These Architectural and Landscaping Standards apply to all external development, modifications, additions and all external maintenance work in the Community Scheme, excluding consents or approvals issued prior to the creation of the Community Scheme. The intention is for repairs, maintenance and replacement to replicate the existing design, materials and finishes selection. Where alterations are proposed, these shall be consistent with existing selections.

3. RELATIONSHIP TO OTHER DEVELOPMENT CONTROLS

These Architectural and Landscaping Standards apply in addition to any development controls adopted by Northern Beaches Council. Development Consent of the Council may be required in order to carry out development in the Community Scheme. Before any application is made to the Council, the Community Association must provide its written approval of the proposed development where required by the Management Statement.

4. AMENDMENTS TO THESE STANDARDS

These Architectural and Landscaping Standards may only be amended by a unanimous resolution of the Community Association at a General Meeting in accordance with the Management Statement.

5. DESIGN INTENT

The Community Scheme has been designed to be sympathetic to the features and constraints of the land. The Building Envelope for each Lot has been designed to respond to the topography of the site and to allow significant trees to be retained.

Highly articulated building footprints allow for privacy between buildings and increase the area available for landscaping. Views to and from Careel Bay are maintained with large setbacks between buildings.

Highly articulated façades to Careel Bay and Cabarita Road reduce the visual impact of the buildings when viewed from a public place. The buildings step down following the topography to reduce cut and fill required.

The forms of the buildings are inspired by natural elements visible from Pittwater. Each house is unique and varied, with shapes that mimic sandstone outcrops with shaded overhangs set among trees. The proposed landscaping around and between the buildings emphasise the natural setting and further reduce the impact of the buildings.

The materials and colours reference and respond to the area. The dwellings are primarily concrete and masonry with sandstone elements. The masonry is rendered or face brickwork in dark and earthy tones. The material palette is slightly varied between each house, with timber cladding, metal cladding and painted brickwork used as contrasting materials to the dark masonry. The variety of forms and materials differentiate each of the houses, while the base materials of sandstone and dark masonry used in all houses brings the development together as a whole.

The waterfront houses (lots 6 – 9) are designed with garages at the top level. These houses have been designed to follow the topography to allow level external access where possible. The façades facing Careel Bay present a narrow and articulated profile to the water. The upper levels are set back into the centre of the site so the building presents as two storeys when viewed from the water.

Along Cabarita Road the houses are two storeys. These houses have split-level ground floors to accommodate access to the garages on the sloping site while maintaining a flat slab to the first floor.

The building footprints of the Cabarita Road houses are located towards the internal access driveway with large rear setbacks to Cabarita Road to maximise retention of the significant trees along the street boundary. This area along Cabarita Road will be maintained as an Environment Protection Area. Being located down the slope of the site the buildings will be minimally visible from the public domain and will allow for public views to Careel Bay over the roofs.

6. DESIGN STANDARDS

6.1. Height

Dwellings may be constructed over split levels or over more than two storeys, provided that the design of the buildings is stepped down so that the dwelling present as two storeys when viewed from the Careel Bay or Cabarita Road.

6.2. Building Envelope

All dwellings must be constructed within the Building Envelope nominated on the Site Plan.

The Building Envelope for a particular Lot may only varied by unanimous resolution at a General Meeting of the Community Association in accordance with by-law 5 of the Management Statement.

6.3. External Finishes and Details

External finishes and details of new structures, or where an existing structure is repaired, modified or replaced shall be generally consistent with sheet SK212 “Dwelling House Materials, Finishes and Colours” prepared by Mark Hurcum Design Practice Architects dated November 2018.

6.4. External lighting

In order to protect native flora and fauna, all external lighting affixed to a building on a Lot or on Common Property should be low intensity and directed downwards. Lighting used on balconies, porches or in private open space on a Lot must not be directed into the bushland habitat.

7. LANDSCAPING

Plant species and landscaping finishes should be generally in accordance with:

- 7.1. Landscape MasterPlan, Sheet 101 prepared by Jamie King Landscape Architect dated [insert];
- 7.2. Plant Palette, Sheet 401 prepared by Jamie King Landscape Architect dated [insert];
- 7.3. Materials Palette, Sheet 402 prepared by Jamie King Landscape Architect dated [insert]

8. INTERPRETATION

Words or terms used in this Schedule have the same meaning as in the dictionary to the Management Statement.

SCHEDULE 2
BIODIVERSITY MANAGEMENT PLAN

Draft

SCHEDULE 3
SIGNIFICANT TREE PLAN

Draft



Legend

- Development Site
- Proposed Sub Division
- Native Tree Impact**
- To Go (22)
- Potential Removal (10)
- To Stay (179)



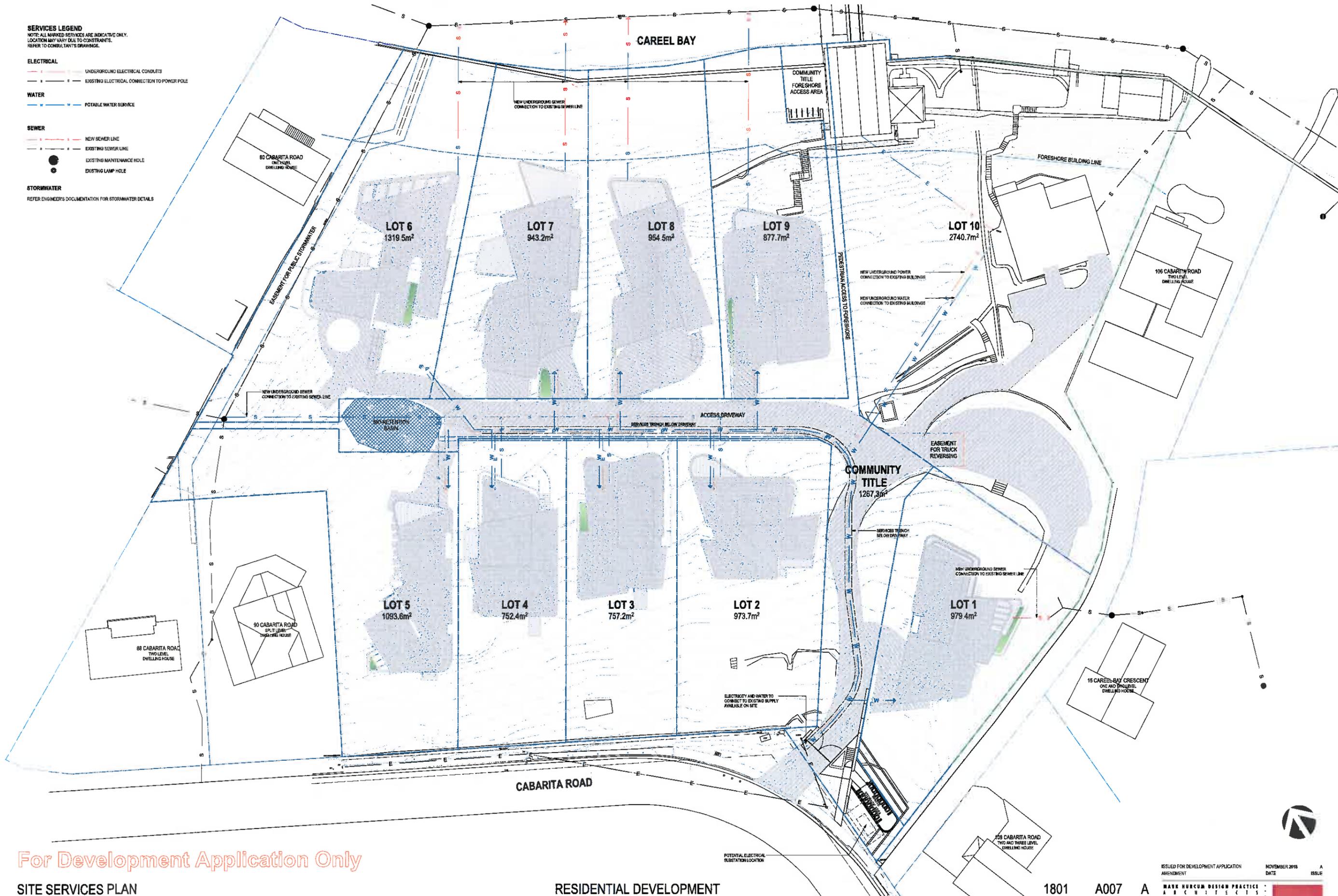
Figure 5.2
Native Tree Impact (217 trees)

SCHEDULE 4
SERVICES PLAN

Draft

SERVICES LEGEND
NOTE: ALL MARKED SERVICES ARE INDICATIVE ONLY. LOCATION MAY VARY DUE TO CONSTRAINTS. REFER TO CONSULTANT'S DRAWINGS.

- ELECTRICAL**
 - UNDERGROUND ELECTRICAL CONDUITS
 - EXISTING ELECTRICAL CONNECTION TO POWER POLE
- WATER**
 - POTABLE WATER SERVICE
- SEWER**
 - NEW SEWER LINE
 - EXISTING SEWER LINE
 - EXISTING MAINTENANCE HOLE
 - EXISTING LAMP HOLE
- STORMWATER**
REFER ENGINEER'S DOCUMENTATION FOR STORMWATER DETAILS



For Development Application Only

SITE SERVICES PLAN

RESIDENTIAL DEVELOPMENT

96-104 CABARITA ROAD AVALON BEACH

1801 A007 A

1:250 @ A1 1:500 @ A3

NOVEMBER 2018

MERANO DEVELOPMENTS PTY LIMITED

ISSUED FOR DEVELOPMENT APPLICATION

NOVEMBER 2018

AMENDMENT DATE

MARK HURCUM DESIGN PRACTICE ARCHITECTS

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DESIGN PRACTICE

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SCHEDULE 5 - SITE PLAN

Draft

Draft



For Development Application Only

SITE PLAN

RESIDENTIAL DEVELOPMENT

96-104 CABARITA ROAD AVALON BEACH

1801 A005 A

1:250 @ A1 1:500 @ A3

NOVEMBER 2018

MERAVI DEVELOPMENTS PTY LIMITED

ISSUED FOR DEVELOPMENT APPLICATION AMENDMENT
 DATE: NOVEMBER 2018
 ISSUE: A

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DESIGN WASTA
 1801 A001 Site Plan Drawings.vwx
 Tuesday, 13 November 2018

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