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**COMMUNITY LAND DEVELOPMENT ACT 2021
COMMUNITY LAND MANAGEMENT ACT 2021**

COMMUNITY MANAGEMENT STATEMENT

**NOUR RESERVE
6 ORCHARD ROAD, WARRIEWOOD**

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 Lot, Precinct Lot, Neighbourhood Lot or Strata Lot within the Community Scheme.

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PART 1 – BY- LAWS FIXING DETAILS OF DEVELOPMENT

These by-laws relate to the management, administration, control, use or enjoyment of lots in an association scheme or the association property and to the control or preservation of the essence or theme of the community scheme. (see section 128 Community Land Management Act 2021).

1. OVERVIEW

1.1 About Nour Reserve

Nour Reserve:

- (a) is a quality residential community contained within a bushland setting with a variety of housing styles; and
- (b) has been subdivided under the *Community Land Development Act 2021* (NSW).

1.2 Objectives

This Management Statement contains procedures to achieve the Objectives which are to maintain a quality residential development.

1.3 How is Nour Reserve managed?

- (a) The documents relevant to the management of Nour Reserve are:
 - (i) this Management Statement; and
 - (ii) the registered by-laws for a Subsidiary Body.
- (b) The parties relevant to the management and administration of Nour Reserve are:
 - (i) the Community Association;
 - (ii) each Subsidiary Body;
 - (iii) the Managing Agent engaged by the Community Association;
 - (iv) the Managing Agent engaged by a Subsidiary Body;
 - (v) any caretaker or facilities manager engaged by the Community Association; and
 - (vi) any caretaker or facilities manager engaged by a Subsidiary Body.
- (c) The Community Association is responsible for the control, management, operation, insurance, maintenance, repair and replacement of Community Property (see Part 3 for more information on Community Property and the role of the Community Association).

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(d) A Subsidiary Body is responsible for the control, management, operation, insurance, maintenance, repair and replacement of its Subsidiary Body Property unless the Subsidiary Body Property is Restricted Property for which the Community Association or some other body is responsible (see Part 2 of this Management Statement for more information on Restricted Property).

(e) The Community Association and each Subsidiary Body:

(i) must engage the services of a Managing Agent; and

(ii) may engage a caretaker or facilities manager,

to assist it with its Functions.

1.4 Parties bound by Management Statement

This Management Statement binds the parties referred to on sheet 1 of this Management Statement.

1.5 Consent of Community Association

Where a by-law requires the consent of the Community Association to a particular activity, the application to the Community Association must be in writing and unless stated otherwise in that by-law, the consent may be given by either:

(a) the Community Association in general meeting; or

(b) the Executive Committee at a duly convened meeting of the Executive Committee.

1.6 Consent of Community Association may be revoked or withheld

Consent given by the Community Association under a by-law:

(a) if practicable, may be revoked by the Community Association in general meeting; and

(b) subject to by-law 1.6(a), may be granted or withheld in the absolute discretion of the Community Association or be given conditionally.

1.7 Consent by Executive Committee may be revoked or withheld

Consent given by the Executive Committee under a by-law:

(a) if practicable, may be revoked by the Community Association in general meeting; and

(b) subject to by-law 1.7(a), may be granted or withheld in the absolute discretion of the Executive Committee or be given conditionally.

1.8 Consent conditions

Owners and Occupiers must comply with any condition in a consent.

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1.9 Reporting act or activity to Community Association

Where a by-law requires an act or activity to be reported to the Community Association, unless stated otherwise in the by-law:

- (a) if the Community Association has appointed a caretaker or facilities manager, that act or activity must be reported to the caretaker or facilities manager; and
- (b) if the Community Association has not appointed a caretaker or facilities manager, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Executive Committee.

2. MAINTENANCE

2.1 Exterior maintenance of Lots

- (a) Each Lot:
 - (i) must be kept clean and tidy and in good repair and condition; and
 - (ii) must be maintained:
 - (A) in a proper and workmanlike manner; and
 - (B) to the reasonable satisfaction of the Community Association.
- (b) Owners must:
 - (i) regularly paint those external parts of the Improvements on their Lot which are painted; and
 - (ii) regularly stain those external parts of the Improvements on their Lot which are stained.

2.2 Landscaping in Lots

- (a) Each Owner must maintain the vegetation in its Lot so as to keep it in good condition at all times.
- (b) Without limiting the generality of the preceding subclause, each Owner must do the following in connection with the vegetation in its Lot:
 - (i) water the vegetation regularly;
 - (ii) fertilize the vegetation regularly;
 - (iii) weed the vegetation regularly;
 - (iv) replace all dead vegetation with new vegetation; and
 - (v) regularly mow any part of the vegetation that is lawn.

2.3 Exterior maintenance of Subsidiary Body Property

- (a) Each Subsidiary Body Property:
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- (i) must be kept clean and tidy and in good repair and condition; and
- (ii) must be maintained:
 - (A) in a proper and workmanlike manner; and
 - (B) to the reasonable satisfaction of the Community Association.
- (b) Each Subsidiary Body must:
 - (i) regularly paint those external parts of the Improvements on their Subsidiary Body Property which are painted; and
 - (ii) regularly stain those external parts of the Improvements on their Subsidiary Body Property which are stained.

2.4 Landscaping in Subsidiary Body Property

- (c) Each Subsidiary Body must maintain the vegetation in its Subsidiary Body Property so as to keep it in good condition at all times.
- (d) Without limiting the generality of the preceding subclause, each Subsidiary Body must do the following in connection with the vegetation in its Subsidiary Body Property:
 - (i) water the vegetation regularly;
 - (ii) fertilize the vegetation regularly;
 - (iii) weed the vegetation regularly;
 - (iv) replace all dead vegetation with new vegetation; and
 - (v) regularly mow any part of the vegetation that is lawn.
- (e) If requested by the Community Association Subsidiary Bodies must engage contractors to assist the Subsidiary Body with its obligations in this clause.

2.5 Compliance

- (a) The Community Association may give a notice to an Owner or a Subsidiary Body requiring that Owner or Subsidiary Body to comply with the terms of this by-law 2.
- (b) If an Owner or a Subsidiary Body does not comply with this by-law, then the Community Association may exercise its rights under by-laws 17.3 and 17.4.

3. CONSENTS, PERMITS AND LAWS

3.1 Consents and permits

- (a) An Owner must not:
 - (i) carry out or permit to be carried out any Development Works on its Lot;
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(ii) carry out or permit to be carried out any activity on its Lot; or

(iii) use or occupy its Lot, or permit any use or occupation, on its Lot,

unless all relevant consents and permits have issued and are current for the works, use, activity or occupation.

(b) A Subsidiary Body must not:

(i) carry out or permit to be carried out any Development Works on its Subsidiary Body Property;

(ii) carry out or permit to be carried out any activity on its Subsidiary Body Property; or

(iii) use or occupy a Lot, or permit any use or occupation, on its Subsidiary Body Property,

unless all relevant consents and permits have issued and are current for the works, use, activity or occupation.

4. ORIGINAL OWNER

4.1 Original Owner not bound

The Original Owner is not bound by by-laws 2 and 3.

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PART 2 – ASSOCIATION PROPERTY RIGHTS

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

5. ASSOCIATED PROPERTY RIGHTS IN COMMUNITY SCHEME

5.1 Original Owner's rights

The Original Owner and every person assisting, or appointed by, the Original Owner has exclusive use and enjoyment of the Community Property and the Community Facilities for the purposes of carrying out the Project Activities on the conditions of this by-law.

5.2 The rights and conditions

The rights in this by-law:

- (a) apply to all parts of Community Property and to the Community Facilities;
- (b) apply to the Original Owner and every person assisting, or appointed by, the Original Owner who may use it for any purpose associated with, or to enable the carrying out of, the Project Activities;
- (c) do not exclude Owners and Occupiers of Lots or Subsidiary Bodies accessing and using Community Property and the Community Facilities provided they do not interfere with the Original Owner carrying out the Project Activities; and
- (d) permit access to the Community Property and the Community Facilities at all times seven days a week 24 hours a day (there are no keys).

5.3 Maintenance

The Community Association is responsible for the proper maintenance and keeping in a state of good repair and condition the Community Property and Community Facilities the subject of this by-law.

5.4 Insurance

The Community Association is responsible to effect all relevant insurances for the Community Property and Community Facilities the subject of this by-law.

5.5 Contributions

There are no matters relating to the determination, imposition and collection of contributions arising with respect to the rights under this by-law.

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5.6 When the rights of Original Owner cease

- (a) The rights of the Original Owner in this by-law as regards part only of Community Property or the Community Facilities cease when the Original Owner notifies the Community Association that the part is no longer required in connection with the Project Activities.
- (b) The rights of the Original Owner in this by-law as regards the whole of the Community Property and the Community Facilities cease when the Original Owner notifies the Community Association that no part of Community Property and no Community Facility is required in connection with the Project Activities.
- (c) Despite anything to the contrary in this by-law, the rights of the Original Owner in this by-law cease when the Original Owner is no longer the registered proprietor of at least one Lot.
- (d) When the rights of the Original Owner cease in respect of a part of Community Property or a part of the Community Facilities, the obligations on the Original Owner in connection with that part cease and the obligation to control, manage, insure and maintain return to the Community Association.

5.7 Terms

- (a) Until the rights of the Original Owner cease for each part of Community Property and each part of the Community Facilities as provided by this by-law 5:
 - (i) no other person can have restricted use of that part;
 - (ii) the Original Owner is responsible for the control, management, insurance and maintenance of that part;
 - (iii) the Original Owner must reimburse the Community Association any costs, expenses or charges incurred by the Community Association in connection with that part; and
 - (iv) the Community Association may not determine, impose or collect levies in connection with that part.
- (b) There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law 5.

6. PROJECT ACTIVITIES

6.1 Original Owner's rights

The Project Activities include the right to:

- (a) develop and subdivide Nour Reserve in stages;
 - (b) carry out building work and construction activities on Community Property;
 - (c) place on or attach to Community Property temporary offices, sheds, depots, building materials, cranes and other equipment;
 - (d) install, connect or alter Services and Services Apparatus on or within Community Property;
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- (e) lock or secure part of Community Property;
- (f) attach and place marketing and advertising signs, placards, banners, notices or advertisements on Nour Reserve;
- (g) conduct sales and marketing activities (including auctions) on Nour Reserve;
- (h) hold events or functions on Nour Reserve in connection with the selling and leasing of Lots in Nour Reserve; and
- (i) exercise any right or discretion given to the Original Owner under this Management Statement.

6.2 Original Owner's obligations

- (a) The Original Owner must:
 - (i) repair any damage caused to Nour Reserve as a result of the Project Activities as soon as practicable after that damage occurs;
 - (ii) keep interference with the use by Owners or Occupiers of Nour Reserve to a minimum so far as is consistent with the Project Activities; and
 - (iii) on completion of each part of the Project Activities, leave the relevant Community Parcel areas in a clean and tidy condition.
- (b) Owners acknowledge that as a result of the Original Owner's rights to carry out the Project Activities set out in this by-law 6.2, they may be subjected to noise and dust resulting from the Project Activities.

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PART 3 – MANDATORY MATTERS

These matters must be addressed in every Management Statement according to clause 3 schedule 2 of the Community Land Development Act 2021.

7. ACCESS WAYS

7.1 Open Access Way

- (a) The Community Association is responsible for the control, management, operation, insurance, maintenance, repair and replacement of the Open Access Way.
- (b) Each Owner, Occupier and Permitted Person must:
 - (i) comply with all directions of the Community Association in relation to the Open Access Way; and
 - (ii) not do or omit to do an act that results or may result in damage or destruction to any part of the Open Access Way.

7.2 Private Access Ways

There are no Private Access Ways.

8. PERMITTED USES OF AND SPECIAL FACILITIES ON THE COMMUNITY PROPERTY

8.1 What is Community Property

- (a) Community Property is Lot 1 in the Community Plan.
- (b) Community Property comprises:
 - (i) the Open Access Way;
 - (ii) water facilities: including on –site detention facilities, water quality facilities and on–site retention/re-use facilities;
 - (iii) street lighting;
 - (iv) vegetated areas; and
 - (v) Services Apparatus in Community Property.

8.2 Responsibility of Community Association

The Community Association must (when necessary to do so) control, manage, operate, insure, maintain repair and replace Community Property.

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8.3 Responsibility of Owners and Occupiers

- (a) 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:
 - (i) leaves anything on Community Property other than in the normal course of use of Community Property;
 - (ii) obstructs the use of Community Property;
 - (iii) uses any part of Community Property for the Owner's or Occupier's own purposes;
 - (iv) erects any Improvement on Community Property;
 - (v) attaches any item to Community Property;
 - (vi) does or permits anything which might damage Community Property; or
 - (vii) alters Community Property.
- (b) An Owner or Occupier must:
 - (i) give notice to the Community Association of any damage to or defect in Community Property immediately after the Owner or Occupier becomes aware of such damage or defect;
 - (ii) only use a thing on Community Property for the purpose for which it was constructed or provided; and
 - (iii) only use or enjoy Community Property in a manner or for a purpose which does not interfere with the use and enjoyment of Community Property by another Owner or Occupier or a Permitted Person.

9. FENCING

9.1 Internal fencing

Subject to by-law 9.2, the *Dividing Fences Act 1991* (NSW) applies as between the following parts of Nour Reserve and the respective owners of those parts:

- (a) Community Property and a Lot;
- (b) a Lot and another Lot;
- (c) Community Property and Subsidiary Body Property;
- (d) Subsidiary Body Property and a Lot; and
- (e) Subsidiary Body Property and other Subsidiary Body Property.

9.2 Position of Original Owner

The Original Owner is not responsible to contribute to the cost of any fencing dividing any Lot it may own from:

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- (a) any other Lot;
- (b) Community Property; or
- (c) Subsidiary Body Property.

9.3 New fencing

All new fencing (with the exception of swimming pool fencing) must be:

- (a) made passable to native wildlife: hole dimensions must be a minimum of 150mm wide x 100mm high at ground level spaced at 6 metre intervals; and
- (b) where fencing is required to contain a domestic animal, the enclosed area must be up to 25% of the site cover and in a location that does not impede the passage of native wildlife between sites.

10. GARBAGE

10.1 Matters relating to Waste

- (a) Owners, Occupiers and Subsidiary Bodies must comply with any Rules or by-laws about Waste collection and the recycling of garbage made by:
 - (i) the Council and all other relevant Authorities;
 - (ii) the Community Association; and
 - (iii) this Management Statement.
- (b) Each Subsidiary Body is responsible for arranging the removal of Waste generated on or from its Subsidiary Body Property and must place those garbage bins on that part of Nour Reserve or a public road as directed by the Community Association for collection by the Council.
- (c) When not put out for collection, Waste receptacles must not be placed or allowed to remain on any part of Community Property, Subsidiary Body Property or a Lot which may be visible from any other Lot, any other Subsidiary Body Property or any public road.
- (d) Waste that has spilled on the Open Access Way must be promptly removed by the party that has spilled it and the part of the Open Access Way on which it has spilled must be promptly cleaned.
- (e) Waste receptacles must be kept clean and deodorised at all times.
- (f) Waste receptacles must not be visible on a Lot or Subsidiary Body Property.

10.2 Collection of Waste

Waste receptacles left out for collection may not be left on Community Property more than ten hours before the scheduled pick up time and must be returned to the designated place for storage within three hours of pick up.

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10.3 Council Waste Collection

- (a) Owners and Occupiers of a Lot must sort and store domestic waste, materials (not of a kind prohibited under any State or Federal statute) which shall include garbage, recyclables, general clean up, vegetation clean up and any other domestic waste materials which Northern Beaches Council (hereinafter referred to as “Council”) has arranged to collect (hereinafter referred to as “Waste”), according to:
 - (i) Council’s requirements, and
 - (ii) the Community Association requirements.

Council’s requirements prevail if there is a conflict in these requirements.

- (b) Owners and Occupiers of a Lot must keep any Waste container and Waste secure so that:
 - (i) there is no hazard or danger to the public;
 - (ii) it does not emit odours; and
 - (iii) it is hidden from view from outside the Lot and from Lot 1.
- (c) Owners and Occupiers of a Lot must ensure that Waste in his/her Waste container as required by Council on or from the lot is made available for collection and removal by the Council in accordance with the Council's requirements as in force from time to time relating to the disposal, collection and removal of Waste. Waste containers are not to be placed for collection other than for a reasonable time before and after the times set aside for Waste collection and removal.
- (d) The Community Association and Owners and Occupiers of a Lot must permit Council and every person authorised by it and its Waste contractor to do all things reasonably necessary and to enter, go, pass and re-pass land in the Community Parcel for the purpose of exercising the following functions, namely, the collection and removal of Waste, with or without vehicles or both, and remaining upon the subject land for a reasonable time for the purpose of such collection and removal as well as for the purpose of the delivery, removal, inspection and repair of Waste containers.
- (e) The Owner of each Lot as well as the Community Association:
 - (i) acknowledge that the collection of the Waste is on the basis that the Council and every person authorised by it and its Waste contractor will not be liable for any damage or loss (including damage or loss to any fixture, flora, kerb, gutting, underground pipe, drain and infrastructure located above or beneath the surface of the subject land where such damage or loss is suffered by the registered proprietor, the Community Association or any other person) arising from the exercise by Council or its Waste contractors of the functions referred to in this clause, except to the extent that such damage or loss is as a result of the negligence of Council or its Waste contractor as the case may be;
 - (ii) jointly and severally indemnify Council and every person authorised by it and its Waste contractors in respect of all such damage and loss except to the extent that such damage or loss is as a result of the negligence of Council or its Waste contractor as the case may be; and

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- (iii) if required by Council, shall as a precondition and prerequisite to Council and its Waste contractor entering upon the subject land, with or without vehicles, for the purpose of the collection and removal of Waste from the subject land and for certain associated and other ancillary purposes, enter into and execute a positive covenant, or enter into such additional or other agreement or arrangement as may be deemed necessary or appropriate by Council, in such form and on such terms as are acceptable to Council, to reflect the terms of this clause in terms in a manner satisfactory to Council.
- (f) Owners and Occupiers of each Lot and the Community Association must ensure that the access way for collection of Waste is not obstructed in any way by vehicles or any structures which may inhibit the collection of Waste.
- (g) Council may, in its absolute discretion, terminate the collection and removal of Waste within the property and direct that collection and removal of Waste be at the kerbside of the nearest public road.
- (h) The indemnities given by each registered proprietor in this clause apply only to the extent that the event the subject of the indemnity relates to the Owner's own lot.
- (i) For the purpose of this clause and anything done for the purpose of giving effect to it, the Community Association has the power to enter into an agreement or arrangement with Council for the execution and imposition of a positive covenant in favour of Council as the prescribed authority, as well as the power to enter into any additional or other agreement or arrangement with Council as may be deemed necessary or appropriate by Council, pursuant to which or whereby access onto and over the Community Association land may be granted to Council and its Waste contractor for the collection and removal of Waste and for ancillary functions, and the Community Association shall cooperate with Council in relation to the registration at Land and Property Information NSW of any positive covenant, agreement, or arrangement may extend to releasing and/or indemnifying Council and its Waste contractor from any liability for any damage or loss of the kinds referred to in this clause. As soon as practical after the making by Council of a request of the kind referred to in this clause, the Community Association, as well as the Owner of any lot (if so required by Council), must enter into and execute the positive covenant, or enter into such additional or other agreement or arrangement required by Council, as the case may be, in the terms contemplated by this clause.
- (j) This clause may not be amended or revoked without the formal prior consent of Council.

10.4 Waste on public land

Owners, Occupiers and Subsidiary Bodies must not place, or permit to be placed, Waste on any public land (such as footpaths, roadways, plazas, reserves) or on any other properties at any time.

11. SERVICES

11.1 Provision of Services

- (a) Services in Nour Reserve are provided by Service Providers who can be either:
 - (i) an Association; or
 - (ii) an Authority (such as, by way of example, Sydney Water).
- (b) The Services Table in clause 11.2 describes:
 - (i) each Service in the Community Scheme; and

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- (ii) the Service Provider.
- (c) Easements relevant to some of the Services in Nour Reserve have been created by:
 - (i) registration of the Prescribed Diagram comprising an annexure to this Management Statement in respect of the sewer, telecommunications and street lighting; and
 - (ii) the Registered Section 88B Instrument.

11.2 Services Table

Service	Service Provider
Water	Sydney Water
Sewer	Sydney Water
Communications	NBN
Power	AGL
Street lighting	Community Association
Gas	Jemena
Stormwater	Community Association

11.3 Maintenance of Services

Unless specified to the contrary in this Management Statement, the Maintenance Table in by-law 11.4 describes the Services Apparatus in Nour Reserve and the party responsible for the maintenance, repair and replacement of the relevant item of Services Apparatus.

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11.4 Maintenance Table

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Service	Item of Services Apparatus	Party responsible for the maintenance, repair and replacement of the item of Services Apparatus
Water	Sydney Water main to the extent contained in Community Property	Sydney Water
	Sydney Water main to the extent contained in a Lot	Sydney Water
	Sydney Water main to the extent contained in Subsidiary Body Property	Sydney Water
	Mains connection to the extent contained in a Lot	Owner of the relevant Lot
	Mains connection to the extent services Subsidiary Body Property	Subsidiary Body
	Meter in each Lot	Sydney Water
Water Management Facilities	The Water Management Facilities to the extent contained in Community Property	Community Association
	The Water Management Facilities to the extent contained in Subsidiary Body Property	Subsidiary Body
	The Water Management Facilities to the extent contained in a Lot (with the exception of Lot 8)	Owner of the relevant Lot
	The Water Management Facilities in Lot 8	Community Association
Sewer	Sydney Water sewer mains to the extent contained in Community Property	Sydney Water
	Sydney Water sewer mains to the extent contained in Subsidiary Body Property	Sydney Water
	Sydney Water sewer mains to the extent contained in a Lot	Sydney Water

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Service	Item of Services Apparatus	Party responsible for the maintenance, repair and replacement of the item of Services Apparatus
Communications	Relevant Services Apparatus to the extent contained in Community Property	NBN
	Relevant Services Apparatus to the extent contained in Subsidiary Body Property	NBN
	Relevant Services Apparatus to the extent contained in a Lot	NBN
Power	Services Apparatus relevant to the provision of power to Nour Reserve to the extent contained in Community Property	AGL
	Services Apparatus relevant to the provision of power to Nour Reserve to the extent contained in Subsidiary Body Property	AGL
	Services Apparatus relevant to the provision of power to Nour Reserve to the extent contained in a Lot	Owner of the relevant Lot
	Meter in each Lot	Jemena
Street lighting	Services Apparatus relevant to the provision of street lighting in Nour Reserve	Community Association
Gas	Services Apparatus relevant to the provision of gas to Nour Reserve to the extent contained in Community Property	Origin Energy
	Services Apparatus relevant to the provision of gas to Nour Reserve to the extent contained in Subsidiary Body Property	Origin Energy

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Service	Item of Services Apparatus	Party responsible for the maintenance, repair and replacement of the item of Services Apparatus
	Services Apparatus relevant to the provision of power to Nour Reserve to the extent contained in a Lot	Owner of the relevant Lot
	Meter in each Lot	Service Provider

11.5 Water Management Facilities

The Water Management Facilities are the following items of Services Apparatus contained in Nour Reserve:

- (a) the onsite detention facility;
- (b) stormwater quality improvement devices (including stormwater pits and filters);
- (c) stormwater drains and pipes;
- (d) the rainwater tanks on Lots; and
- (e) the bio retention system in Lots.

11.6 Responsibility for maintenance

The party responsible for the maintenance of an item of Services Apparatus must:

- (a) maintain it in accordance with the manufacturer's specifications;
- (b) keep it in a state of good and serviceable repair; and
- (c) replace it when necessary.

11.7 Obligation on Community Association

- (a) The Community Association must have in place at all times operations and maintenance manuals for those items of the Water Management Facilities for which it has responsibility to maintain (including without limitation for the onsite detention facility and the stormwater quality improvement devices).
- (b) The operations and maintenance manuals for the onsite detention facility and the stormwater quality improvement devices must be prepared by a suitably qualified NER qualified engineer.
- (c) The Community Association must put in place arrangements so that the Water Management Facilities for which it has responsibility are maintained in accordance with the relevant operations and maintenance manual.

11.8 Right in Community Association to provide Private Services

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The Community Association may:

- (a) provide Services to Subsidiary Bodies and Owners;
- (b) arrange for the installation and maintenance of Service Lines for the provision of Services; and
- (c) contract with any person to provide a Service.

11.9 Position of Services Apparatus

If an item of Services Apparatus is not installed in the position indicated on a Prescribed Diagram, then:

- (a) the Community Association must arrange for the preparation and registration of a further Service Works Plan showing the Services Apparatus as installed;
- (b) each Owner and each Subsidiary Body must consent to any later Service Works Plan and must do all things relevant and within their respective powers to facilitate registration of any amended Service Works Plan; and
- (c) the Community Association must make available all necessary documents, including the certificate of title for the Community Property, to enable registration of a further Service Works Plan.

11.10 Subsequent Services

- (a) If any Service is provided after registration of this Management Statement, the Community Association must give a later Prescribed Diagram to the Owner or Subsidiary Body of a Lot affected by the amendment.
- (b) Each Subsidiary Body and each Owner must give consent to the amendments and produce all necessary documentation including certificate titles of affected Lots to facilitate registration of the amendment.
- (c) The Community Association must register any later Prescribed Diagram.

11.11 Obligations on Subsidiary Bodies and Owners

- (a) Subsidiary Bodies and Owners must not:
 - (i) do anything which interferes with, obstructs access to, overloads or damages any item of Services Apparatus;
 - (ii) do anything which interferes with, or prevents, the Community Association performing its Functions in connection with a Service; or
 - (iii) do anything which interferes with, or prevents, a Service Provider performing its Functions in connection with a Service.
- (b) Each Subsidiary Body and Owner must:

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- (i) immediately notify the Community Association of any damage to, or the defective operation of, a Service or an associated item of Services Apparatus immediately it becomes aware of the damage or defect;
- (ii) comply with all directions of the Community Association in connection with the provision of the Service and the use of, and the connection to, the associated item of Services Apparatus; and
- (iii) permit the Community Association and every person authorised by it to enter its Subsidiary Body Property or Lot (as appropriate) at all reasonable times on reasonable notice (except in the case of an emergency when no notice is required) to inspect, maintain, repair, renew, replace or increase the capacity of as item of Services Apparatus providing a Service.

12. INSURANCE

12.1 Obligations of Associations

- (a) Associations must take out any insurance required under the Management Act including policies:
 - (i) to cover any building or structure on Association Property against damage or destruction by fire, lightning, explosion or other prescribed risk;
 - (ii) under relevant workers compensation legislation;
 - (iii) for death and bodily injury for which the Association may become liable in damages for an amount of not less than \$20 million;
 - (iv) to cover accidental injury to, or accidental death of, a voluntary worker;
 - (v) against office bearers liability; and
 - (vi) against the possibility of the members of the Association becoming liable under a claim arising out of any other event against which the Association decides to insure.
 - (b) Each Association must review, on an annual basis:
 - (i) all of its insurance; and
 - (ii) the need for new or additional insurances.
 - (c) Notice of each annual general meeting must include a form of motion to decide whether the insurances of the Association should be confirmed, varied or extended.
 - (d) If there is an increase in risk or a new risk to Association Property then the Association must immediately:
 - (i) effect new insurances; or
 - (ii) vary or extend existing insurances.
 - (e) An Owner must obtain the written approval of the Association before that Owner does anything that might:
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- (i) void or prejudice the Association's insurance; or
 - (ii) increase any insurance premium which is payable by the Association.
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PART 4 – OPTIONAL MATTERS

These are matters which may be included in accordance with clause 8 schedule 2 of the Community Land Development Act 2021.

13. OBLIGATIONS ON OWNERS AND OCCUPIERS

13.1 Dealings with Community Property

- (a) Owners and Occupiers must:
- (i) compensate the Community Association for any damage to Community Property or property vested in the Community Association caused by them or any of their invitees; and
 - (ii) ensure their children and the children of their invitees:
 - (A) are accompanied by a responsible adult if they are playing within the bounds of Community Property or Subsidiary Body Property; or
 - (B) unless accompanied by a responsible adult, do not enter areas of Community Property or Subsidiary Body Property that are likely to be dangerous to children.
- (b) Owners and Occupiers must not:
- (i) without the prior written consent of the Community Association, interfere with the operation of, or modify, any equipment installed in Community Property or Subsidiary Body Property;
 - (ii) without the prior written consent of the Community Association, interfere with Community Property or Subsidiary Body Property or remove any article from Community Property or Subsidiary Body Property placed there by the direction or with the authority of the Community Association;
 - (iii) bring or permit to enter, any heavy article onto Nour Reserve which might cause structural damage to Community Property or Subsidiary Body Property;
 - (iv) purposely damage or use part of a lawn or garden, a plant or tree exclusively for their own purpose; or
 - (v) damage any lawn, plant, tree or garden situated on or within Nour Reserve.

13.2 Behaviour and responsibility when on Community Property

- (a) Owners and Occupiers must:
- (i) do all that is necessary not to break any Law when on Community Property;
 - (ii) ensure their invitees:

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- (A) are not left to remain on Community Property unsupervised except to the extent reasonably necessary for their arrival and departure;
 - (B) do not do anything they are not permitted to do under this Management Statement; and
 - (C) are removed from Nour Reserve upon refusing to comply with this Management Statement.
- (b) Owners and Occupiers must not:
- (i) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Community Property;
 - (ii) behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Community Property;
 - (iii) obstruct the lawful use of Community Property by any person; or
 - (iv) do anything which is illegal while on Community Property.

13.3 Occupation and use of Lots

- (a) Owners and Occupiers must:
- (i) not break any Law on their Lot;
 - (ii) at their own expense, comply with all Laws affecting their Lot relating to the use and occupation of their Lot;
 - (iii) at their own expense, comply with the requirements, orders and notices of all Authorities affecting their Lot or relating to the use and occupation of their Lot;
 - (iv) comply at all times with the *NSW Industrial Noise Policy 2000* (as amended);
 - (v) obtain the consent of the Community Association if the Owner wishes to operate or allow to operate any device or electronic equipment on the Lot which interferes, or is likely to interfere, with any domestic appliance lawfully in use in Nour Reserve or another Lot; and
 - (vi) on request by the Community Association, give the Community Association a copy of any consents they hold in connection with the use of, or activities on, their Lot.
- (b) Owners and Occupiers must not:
- (i) engage in or carry out:
 - (A) any illegal conduct or activity on their Lot;
 - (B) any activity on their Lot which interferes with the amenity of the locality by reason of the emission of noise, vibration, smell, fumes, smoke, vapour, steam, soot, waste water, waste products or the like;

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- (C) any activity on their Lot which involves exposure to view from any other Lot of any unsightly matter;
 - (D) any activity on their Lot which requires or is likely to require the provision of any essential service main of greater capacity than that available;
 - (E) commercial activities on their Lot; or
 - (F) any industry on their Lot;
- (ii) erect a Sign or Signs on any part of their Lot;
 - (iii) do anything that might damage the good reputation of Nour Reserve;
 - (iv) use or occupy their Lot (including all plant and equipment) in such a way that would or would be likely to give rise to any offensive noise within the meaning of the *Protection of the Environment Operations Act 1997* (NSW); or
 - (v) store on their Lot building materials, surplus excavated materials, waste, rubbish or firewood visible from any other Lot, Subsidiary Body Property or a public road.
- (c) All new vegetation planted on Lots must be consistent with:
- (i) local native species growing onsite and/or selected from the list pertaining to the vegetation community growing in the locality in accordance with the vegetation mapping and Native Plants for Your Garden guide available on the Council's website; and
 - (ii) the Warriewood Valley Release Area Landscape Masterplan and Design Guidelines (Public Domain).
- (d) Any plant species not consistent with the previous sub clause may only be planted with the prior written approval of the Council.

13.4 Occupiers

- (a) An Owner of a Lot must ensure the Occupier of the Lot has a copy of the most recent version of this Management Statement (including any amendments or changes from time to time).
 - (b) An Owner of a Lot:
 - (i) must act promptly to comply with any reasonable notice the Owner may receive from the Community Association or a Subsidiary Body regarding the Occupier;
 - (ii) must take all reasonable action available to ensure the Occupier of the Lot complies with those parts of this Management Statement relevant to Occupiers; and
 - (iii) must take all reasonable action available to ensure the Occupier of the Lot complies with any notice the Owner or Occupier receives from the Community Association or a Subsidiary Body relevant to the Occupier.
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13.5 Permitted Persons

- (a) Owners and Occupiers must take all reasonable steps to ensure a Permitted Person complies with these by-laws.
- (b) If an Owner or Occupier cannot comply with by-law 13.4(a), then that Owner or Occupier must:
 - (i) withdraw their consent to the person being on or remaining on, Nour Reserve; and
 - (ii) request that person immediately leave Nour Reserve.
- (c) If the by-laws prohibit an Owner or Occupier from doing a thing, the Owner or Occupier must not allow or cause another person to do that thing.
- (d) Owners and Occupiers must ensure a Permitted Person does not behave in a manner likely to interfere with the peaceful enjoyment of another Owner, Occupier or any other Permitted Person in Nour Reserve.

13.6 Things done at Owner’s or Occupier’s Cost

Anything which an Owner or Occupier is required to do under this Management Statement must be done at the cost of that Owner or Occupier.

13.7 Compliance with notice

Owners and Occupiers must comply on time with the terms of any notice displayed on Community Property by the Community Association, Service Provider or other relevant Authority.

13.8 Communications with Community Association

A person must forward complaints, notices, applications and requests for consideration by the Community Association, in writing:

- (a) to the Managing Agent of the Community Association; or
- (b) if there is no Managing Agent, to the secretary of the Executive Committee.

14. OBLIGATIONS ON SUBSIDIARY BODIES

14.1 Dealings with Community Property

- (a) Subsidiary Bodies must compensate the Community Association for any damage to Community Property or property vested in the Community Association caused by them or any of their invitees.
- (b) Subsidiary Bodies must not:
 - (i) without the prior written consent of the Community Association, interfere with the operation of, or modify, any equipment installed in Community Property;
 - (ii) without the prior written consent of Community Association, interfere with Community Property or remove any article from Community Property placed there by the direction or with the authority of the Community Association;

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- (iii) bring or permit to enter, any heavy article onto Nour Reserve which might cause structural damage to Community Property;
- (iv) use part of a lawn or garden, a plant or tree exclusively for their own purpose; or
- (v) damage any lawn, plant tree or garden situated within Nour Reserve.

14.2 Vegetation

- (a) All new vegetation planted on Subsidiary Body Property must be consistent with:
 - (i) local native species growing onsite and/or selected from the list pertaining to the vegetation community growing in the locality in accordance with the vegetation mapping and Native Plants for Your Garden guide available on the Council’s website; and
 - (ii) the Warriewood Valley Release Area Landscape Masterplan and Design Guidelines (Public Domain).
- (b) Any plant species not consistent with the previous sub clause may only be planted with the prior written approval of the Council.

14.3 Compliance with notice

Subsidiary Bodies must comply on time with the terms of any notice displayed on Community Property by the Community Association, Service Provider or other relevant Authority.

14.4 Communications with Community Association

A Subsidiary Body must forward complaints, notices, applications and requests for consideration by the Community Association, in writing:

- (a) to the Managing Agent of the Community Association; or
- (b) if there is no Managing Agent, to the secretary of the Executive Committee.

15. VEHICLES AND PARKING

15.1 Restrictions on parking

- (a) Unless expressly permitted by a by-law in this Management Statement, Vehicles must not be parked on any part of Community Property or Subsidiary Body Property other than in designated parking bays.
- (b) Owners and Occupiers may park Vehicles:
 - (i) in a garage or driveway on that Owner’s or Occupier’s Lot; or
 - (ii) in an area on Nour Reserve designated by the Community Association as being an area where such Vehicles may be parked.
- (c) Notwithstanding anything to the contrary in this clause boats, trailers, caravans, trucks and vans (of any type or size) may not be parked or left at any time on the Open Access Way or on a driveway of a Lot.

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15.2 Restrictions on Vehicles

- (a) Notwithstanding the provisions of the preceding by-law, any Vehicle with a gross weight over 3 tonne may not be brought onto, garaged, parked or otherwise allowed to remain on Nour Reserve. The provisions of this by-law do not apply to any Vehicle used in connection with delivering or taking delivery of, goods or waste material to or from Nour Reserve.
- (b) Unregistered Vehicles, parts of Vehicles or Vehicle bodies awaiting repair or restoration (whether registered or not) may not be located on any part of Nour Reserve unless they are housed within a totally enclosed garage and in such a way as not to be visible from any other Lot or Subsidiary Body Property.

15.3 Repairs

Repairs to Vehicles must not be undertaken on any part of Nour Reserve unless they are housed within a totally enclosed garage in such a way as not to be visible from Community Property, any other Lot or any Subsidiary Body Property.

16. KEEPING OF PETS

16.1 Pet Register

The Community Association must establish and keep at all times a Pet Register and record all relevant information it receives about Owners' and Occupiers' pets.

16.2 Permitted

- (a) Owners and Occupiers may keep pets on their Lot if they have provided their details for recording on the Pet Register.
- (b) Owners and Occupiers may also:
 - (i) keep a Guide Dog or an Assistance Animal: but if required to do so by the Community Association must provide their details for recording in the Pet Register; and keep an animal on a temporary basis if they are a WIRES carer; and
 - (ii) permit their Permitted Persons to bring a pet when visiting provided the pet is kept under control at all times the Permitted Person is at Nour Reserve.
- (c) Owners and Occupiers may also keep an animal on a temporary basis if they are a WIRES carer.
- (d) The right to keep a pet on a Lot includes the right to access:
 - (i) Community Property for the purposes of taking the pet to and from the Lot; and
 - (ii) Subsidiary Body Property for the purposes of taking the pet to and from the Lot.
- (e) Notwithstanding clause 16.2(a), Owners and Occupiers may not keep ferrets or rabbits on their Lot or bring them into Nour Reserve for any reason.

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16.3 Notification

Owners and Occupiers who keep or intend to keep a pet on their Lot must give the Community Association the following information for inclusion in the Pet Register:

- (a) for all pets:
 - (i) its species;
 - (ii) its breed;
 - (iii) its name; and
 - (iv) its sex; and
- (b) if the pet is a dog or a cat:
 - (i) a photograph sufficient to identify it;
 - (ii) its microchip number;
 - (iii) whether it has been spayed or neutered; and
 - (iv) evidence it has been registered with the appropriate Authority.

16.4 Obligations of Owners and Occupiers

- (a) Owners and Occupiers must do the following for their pets and the pets of their Permitted Persons:
 - (i) clean up all excrement or refuse left upon any part of Nour Reserve by the pet;
 - (ii) make good, or bear the cost of making good, any damage to any Lot, Community Property or Subsidiary Body Property by the pet;
 - (iii) ensure the pet does not enter any wildlife habitat at any time;
 - (iv) ensure that when on a Lot the pet is kept in an enclosed area;
 - (v) ensure that when on Community Property or Subsidiary Body Property:
 - (A) the pet is accompanied by the Owner, Occupier or Permitted Person who owns the pet (or another person authorised by one of those persons); and
 - (B) the pet is on a leash or contained (such as in a pet box) as to ensure the pet does not enter areas of bushland, Community Property, Subsidiary Body Property or another Owner's or Occupier's Lot;
 - (vi) ensure the pet does not cause any annoyance, disturbance or nuisance to other Owners or Occupiers;
 - (vii) ensure the pet does not wander onto another Owner's or Occupier's Lot or onto Community Property or Subsidiary Body Property;
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- (viii) ensure the living quarters of the pet are maintained in a manner to prevent odours escaping from the Lot;
 - (ix) ensure cats wear a collar with a bell; and
 - (x) ensure waste generated from the pet is treated and disposed of in accordance with any Rules made by the Community Association or the relevant Subsidiary Body and, without limiting the generality of this by-law.
- (b) Owners and Occupiers must ensure their pets do not enter wildlife habitat areas at any time.

16.5 Compliance

- (a) If the Community Association, acting reasonably, forms the view:
- (i) a pet is or has become vicious or aggressive; or
 - (ii) there is a breach of any part of by-law 16.4 on a continuing basis,
- the Community Association may serve a notice on the Owner or Occupier of the Lot containing that pet requesting that the pet is permanently removed from Nour Reserve.
- (b) Any Owner or Occupier who has received a notice from the Community Association under by-law 16.5(a) must comply with the requirements of the notice within 14 days of receiving it.

17. COMMUNITY ASSOCIATION'S RIGHTS

17.1 Manner of exercising Function

- (a) Except as otherwise specified in this Management Statement, the Community Association may exercise a Function:
- (i) at its discretion; and
 - (ii) separately or concurrently with another Function.
- (b) A single or partial exercise of a Function by the Community Association does not prevent a further exercise of that Function or any other Function.
- (c) Failure by the Community Association to exercise or delay in exercising a Function does not prevent its exercise later.

17.2 Contracts

The Community Association may, on its own behalf, or on behalf of a Subsidiary Body, contract with persons to provide:

- (a) management, operational, maintenance, repair and other services for Community Property or Subsidiary Body Property;
 - (b) services or amenities to Owners or Subsidiary Bodies; and
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- (c) Security Services.

17.3 Remedy against Owner or Occupier

- (a) The Community Association may do anything on or in connection with a Lot which should have been done by the Owner or Occupier of the Lot under this Management Statement or under any Rules made by the Community Association but which has not been done, or has not been done properly.
- (b) If by-law 17.3(a) applies then the Community Association is entitled to:
 - (i) enter and remain on the Lot for as long as it is necessary;
 - (ii) carry out works; and
 - (iii) recover appropriate Costs under this Management Statement from the Owner or Occupier of the Lot.
- (c) The Community Association may recover any monies owing to it under this by-law as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this by-law remains unpaid, interest on that unpaid amount is payable to the Community Association by the Owner or Occupier, such interest to be payable on demand and calculated on daily balances at the same rate as interest under section 20A(1) of the Management Act.

17.4 Remedy against Subsidiary Body

- (a) The Community Association may do anything on or in connection with Subsidiary Body Property which should have been done by the Subsidiary Body under this Management Statement or under any Rules made by the Community Association but which has not been done, or has not been done properly.
- (b) If by-law 17.4(a) applies then the Community Association is entitled to:
 - (i) enter and remain on Subsidiary Body Property for as long as it is necessary;
 - (ii) carry out works; and
 - (iii) recover appropriate Costs under this Management Statement from the Subsidiary Body.
- (c) The Community Association may recover any monies owing to it under this by-law as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this by-law remains unpaid, interest on that unpaid amount is payable to the Community Association by the Subsidiary Body, such interest to be payable on demand and calculated on daily balances at the same rate as interest under section 20A(1) of the Management Act.

17.5 Trading activities

- (a) The Community Association may, for the purpose of exercising and performing its Functions, carry on a business or trading activity.
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- (b) If the Community Association carries on a business or trading activity, then the Community Association:
 - (i) must pay into either the administrative fund or the sinking fund of the Community Association at its election income derived by the Community Association from its business or trading activities;
 - (ii) must estimate how much money the Community Association will need to credit to the sinking fund of the Community Association;
 - (iii) may levy each member for a contribution to meet expenses associated with the Community Association carrying on a business or trading activities; and
 - (iv) must distribute any net profit derived by the Community Association from carrying on a business or trading activities in accordance with clause 17 of schedule 1 of the Management Act.
- (c) If the Community Association suffers a net loss from carrying on a business or trading activities, then the Community Association must impose a levy on each member for a contribution in order to meet the amount of the net loss.

17.6 Not liable for damage

- (a) The Community Association is not liable for damage to or loss of property or injury to any person in or near Nour Reserve due to any cause.
- (b) By-law 17.6 does not apply if the damage loss or injury follows the negligence or fraud of the Community Association or any employee or agent of the Community Association.

17.7 Rules

- (a) The Community Association may make, and at any time add to, Rules for the control, management, operation, use and enjoyment of Community Property.
 - (b) The Rules must not be inconsistent with:
 - (i) the Management Act;
 - (ii) the Development Act;
 - (iii) this Management Statement; and
 - (iv) the terms of any Development Consent.
 - (c) The Rules bind the Community Association, each Owner, Occupier and Permitted Person and each Subsidiary Body.
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18. ORIGINAL OWNER'S RIGHTS

18.1 Remedy against Owner or Occupier

- (a) The Original Owner may do anything on a Lot or in connection with a Lot which should have been done by the Owner or Occupier of the Lot under this Management Statement but which has not been done, or has not been done properly.
- (b) If by-law 18.1(a) applies then the Original Owner is entitled to:
 - (i) enter and remain on the Lot for as long as it is necessary;
 - (ii) carry out works; and
 - (iii) recover appropriate Costs from the Owner or Occupier of the Lot.
- (c) The Original Owner may recover any monies owing to it under this by-law as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this by-law remains unpaid, interest on that unpaid amount is payable to the Original Owner by the Owner or Occupier, such interest to be payable on demand and calculated on daily balances at the same rate as interest under section 20A(1) of the Management Act.

18.2 Remedy against Subsidiary Body

- (a) The Original Owner may do anything on or in connection with Subsidiary Body Property which should have been done by the Subsidiary Body under this Management Statement but which has not been done, or has not been done properly.
- (b) If by-law 18.2(a) applies then the Original Owner is entitled to:
 - (i) enter and remain on Subsidiary Body Property for as long as it is necessary;
 - (ii) carry out works; and
 - (iii) recover appropriate Costs under this Management Statement from the Subsidiary Body.
- (c) The Original Owner may recover any monies owing to it under this by-law as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this by-law remains unpaid, interest on that unpaid amount is payable to the Original Owner by the Subsidiary Body, such interest to be payable on demand and calculated on daily balances at the same rate as interest under section 20A(1) of the Management Act.

18.3 Not liable for damage

- (a) The Original Owner is not liable for damage to or loss of property or injury to any person in or near Nour Reserve due to any cause.
 - (b) By-law 18.3(a) does not apply if the damage, loss or injury follows the negligence or fraud of the Original Owner or any employee or agent of the Original Owner.
-

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19. MANAGING AGENT

19.1 Managing Agent

- (a) Each Subsidiary Body must appoint a Managing Agent.
- (b) Unless contrary to Law, a Subsidiary Body must use the Managing Agent appointed by the Community Association as its Managing Agent.

19.2 Amending this by-law

The Community Association may not amend this by-law at any time the Original Owner is the Owner of a Lot.

20. SEVERANCE

20.1 General

- (a) If the whole or any part of a provision of a by-law is void, unenforceable or illegal:
 - (i) it is severed; and
 - (ii) the remainder of the by-laws have full force and effect.
- (b) By-law 20.1(a) has no effect if the severance alters the basic nature of the by-laws or is contrary to public policy.

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PART 5 – BY- LAWS REQUIRED BY PUBLIC AUTHORITIES

This part may specify by-laws required by a public authority. These by-laws may not be amended or revoked without the consent of the public authority. See clause 9 of schedule 2 Community Land Development Act 2021.

There are no public authority by-laws

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PART 6 – DICTIONARY AND INTERPRETATION

In this Management Statement these terms (in any form) mean:

Assistance Animal	An assistance animal as a dog or other animal: <ul style="list-style-type: none"> (a) accredited by a prescribed animal training; or (b) trained to assist to alleviate the effect of a disability.
Association	A Community Association, a Precinct Association or a Neighbourhood Association (as the context requires).
Association Property	Community Property, Precinct Property or Neighbourhood Property (as the context requires).
Authority	Any government, semi-government, statutory, public or other authority which has jurisdiction over Nour Reserve, including the Council.
Business Day	Any day trading banks in New South Wales are open for business.
Certifier	Has the meaning given it by the <i>Environmental Planning & Assessment Act 1979</i> (NSW).
Committee	The committee of the Community Association as constituted or elected in accordance with the Management Act.
Common Property	That part of a Strata Parcel not being a Strata Lot.
Community Association	The corporation that is established in accordance with section 8 of the Development Act on registration of the Community Plan.
Community Development Lot	A lot in the Community Plan that is not: <ul style="list-style-type: none"> (a) Community Property; (b) a public reserve or a drainage reserve; (c) land that has become subject to a Subsidiary Scheme; or (d) land that has been severed from the Community Scheme.
Community Legislation	The Development Act, the Management Act and related legislation
Community Parcel	The land the subject of the Community Scheme.
Community Plan	The plan to which this Management Statement relates.
Community Property	The property described in by-law 8.1.

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Community Scheme	The community scheme constituted on registration of the Community Plan.
Consent Authority	Has the meaning given it by the <i>Environmental Planning & Assessment Act 1979</i> (NSW).
Cost	Includes any cost, charge, expense, loss, liability or damage.
Council	The council in whose municipality the Community Scheme is located.
Development Act	<i>Community Land Development Act 2021</i> (NSW).
Development Application	An application to the Consent Authority or an Certifier in connection with a Development Activity on a Lot.
Development Consent	Consent under the <i>Environmental Planning and Assessment Act 1979</i> (NSW) to a Development Application.
Function	Includes a duty, right or obligation.
Guide Dog	A dog used to assist a visually impaired Owner or Occupier.
Improvement	Means any structure on a Lot and includes buildings, extensions and fences.
Law	Any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.
Lot	A Community Development Lot, a Precinct Lot, a Neighbourhood Lot or a Strata Lot.
LRS	NSW Land Registry Services (or the relevant Authority that replaces LRS or carries out the same Functions).
Maintenance Table	The table in clause 11.4 describing the party responsible for the maintenance, repair and replacement of each item of Services Apparatus in Nour Reserve.
Management Act	<i>Community Land Management Act 2021</i> (NSW).
Management Statement	This management statement being the community management statement registered with the Community Plan, as amended from time to time under the Community Legislation.
Managing Agent	A person appointed as the managing agent for a Scheme.
Neighbourhood Association	A neighbourhood association created on registration of a Neighbourhood Plan.
Neighbourhood Lot	A lot in a Neighbourhood Plan that is not: <ul style="list-style-type: none"> (a) Neighbourhood Property; (b) a public reserve or a drainage reserve; (c) land that has become subject to a Subsidiary Scheme; or (d) severed from the Neighbourhood Scheme.

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Neighbourhood Plan	A neighbourhood plan that subdivides a Community Lot or a Precinct Lot within Nour Reserve.
Neighbourhood Property	Lot 1 in a Neighbourhood Plan including all items constructed on, erected on or attached to Neighbourhood Property.
Neighbourhood Scheme	The neighbourhood scheme constituted on registration of a Neighbourhood Plan.
Nour Reserve	The name of the Community Parcel.
Objectives	The objectives stated in by-law 0.
Occupier	The occupier for the time being of a Lot including a lessee, sublessee, under-lessee or licensee of a Lot, not being the Owner.
Open Access Way	The access way set aside pursuant to section 41 of the Development Act.
Open Access Way Plan	The plan registered with this Management Statement showing the Open Access Way.
Original Owner	The registered proprietor of all the Lots at the date of registration of this Management Statement.
Owner	The registered proprietor for the time being of a Lot and includes (unless inappropriate) any mortgagee in possession.
Owners Corporation	An owners corporation constituted on registration of a Strata Plan.
Permitted Person	A person permitted by an Owner, Occupier, the Community Association or a Subsidiary Body to enter Nour Reserve.
Pet Register	The pet register the subject of by-law 16.1.
Precinct Association	A precinct association constituted on registration of a Precinct Plan.
Precinct Lot	A lot in a Precinct Plan that is not: <ul style="list-style-type: none"> (a) Precinct Property; (b) a public reserve or a drainage reserve; (c) land that has become subject to a Subsidiary Scheme; or (d) severed from the Precinct Scheme.
Precinct Plan	A precinct plan that subdivides a Community Lot within Nour Reserve.
Precinct Property	Lot 1 in a Precinct Plan including all items constructed on, erected on or attached to Precinct Property.
Precinct Scheme	The precinct scheme constituted on registration of a Precinct Plan.

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Prescribed Diagram	The prescribed diagram registered with this Management Statement showing the Services created pursuant to section 34 of the Development Act.
Prescribed Fee	The fee payable to the Community Association (or the Original Owner) in connection with applying for a Development Activity Consent.
Private Access Way	The access way set aside pursuant to section 44 of the Development Act.
Project Activities	The activities described in by-law 6.1.
Registered Section 88B Instrument	The Section 88B Instrument registered with the Community Plan.
Rules	The rules of the Community Association the subject of by-law 17.7.
Scheme	A Community Scheme, a Precinct Scheme, a Neighbourhood Scheme or a Strata Scheme.
Section 88B Instrument	An instrument registered under section 88B of the <i>Conveyancing Act 1919</i> (NSW).
Security Services	<p>Services by any means for the prevention of any threat to the security or safety of:</p> <ul style="list-style-type: none"> (a) an Owner; (b) an Occupier; or (c) Community Property, Subsidiary Body Property or a Lot.
Service	Includes water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air-conditioned air, waste, telephone, telecommunications, television impulses or signals, radio impulses or signals, or any prescribed service.
Service Line	Means a pipe, wire, cable, duct, channel or pole used for the provision of a Service.
Service Provider	The party that provides a Service: it includes an Association that provides a Service under the relevant management statement.
Services Apparatus	<p>Means:</p> <ul style="list-style-type: none"> (a) a Service Line; and (b) any other item of plant or equipment in which a Service passes or is generated, pumped, contained or stored.
Services Table	The table in clause 11.2 describing the Services in Nour Reserve and the party providing the Service.
Sign	Includes any sign, light, advertisement, name, notice, placard, banner or other similar item the purpose of which is to advertise any product, service or activity and includes for sale and to lot signs.

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Strata Lot	A lot in a Strata Plan.
Strata Parcel	The Strata Lots and Common Property of a Strata Scheme.
Strata Plan	A plan within the meaning of the <i>Strata Schemes Development Act 2015</i> (NSW).
Strata Scheme	The strata scheme constituted on registration of a Strata Plan.
Subsidiary Body	A Precinct Association, a Neighbourhood Association or an Owners Corporation.
Subsidiary Body Property	The Neighbourhood Property in a Neighbourhood Scheme, the Precinct Property in a Precinct Scheme or the Common Property in a Strata Scheme.
Subsidiary Plan	A Neighbourhood Plan, a Precinct Plan or a Strata Plan within Nour Reserve.
Subsidiary Scheme	A Neighbourhood Scheme, a Precinct Scheme or a Strata Scheme.
Vehicle	Vehicles of any kind including motor vehicles, motor cycles, trucks, vans, bicycles, boats, trailers, caravans and horse floats.
Waste	Includes garbage, refuse and waste.

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INTERPRETATION

A. Construction

In this Management Statement unless the context indicates a contrary intention:

- (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;
- (b) a thing includes the whole or each part of it;
- (c) the singular includes the plural and vice versa; and
- (d) mentioning anything after “includes” or “including” does not limit what else may be included.

B. Headings

Headings do not affect the interpretation of the by-laws.

C. Cumulative rights and obligations

The rights, powers and remedies provided in this Management Statement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Management Statement.

D. Community Legislation

- (a) Words and expressions not defined in this Management Statement but defined in the Community Legislation have the meaning given to them by the Community Legislation.
- (b) In the event of any inconsistency between this Management Statement and the Community Legislation, the Community Legislation prevails.

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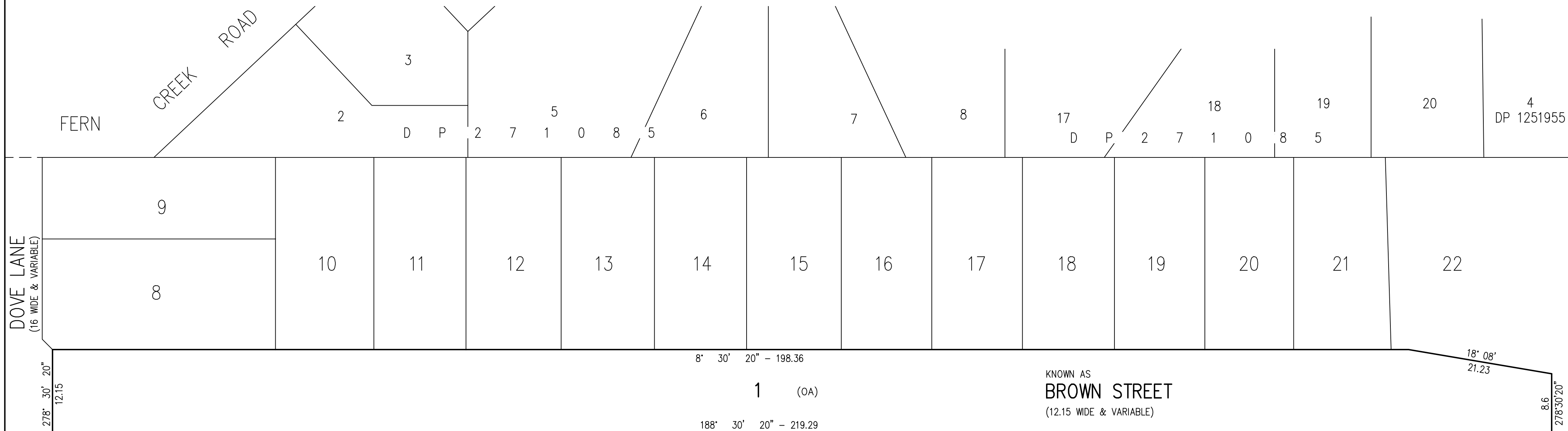
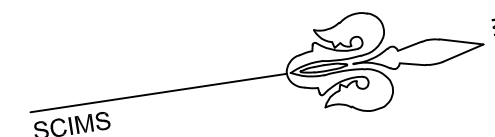
THE FOLLOWING 6 PAGES COMPRISE:

1. **THE PLAN OF THE OPEN ACCESS WAY (CALLED “ACCESSWAY PLAN”).**

 2. **THE PRESCRIBED DIAGRAMS (CALLED “SERVICES WORKS PLANS”) SHOWING THE LOCATION OF:**
 - (A) The Sewer Line;
 - (B) The Electricity Line;
 - (C) The Gas Line;
 - (D) NBN; and
 - (E) The Water Supply Line
-

ACCESSWAY PLAN

SHEET 1 OF 1



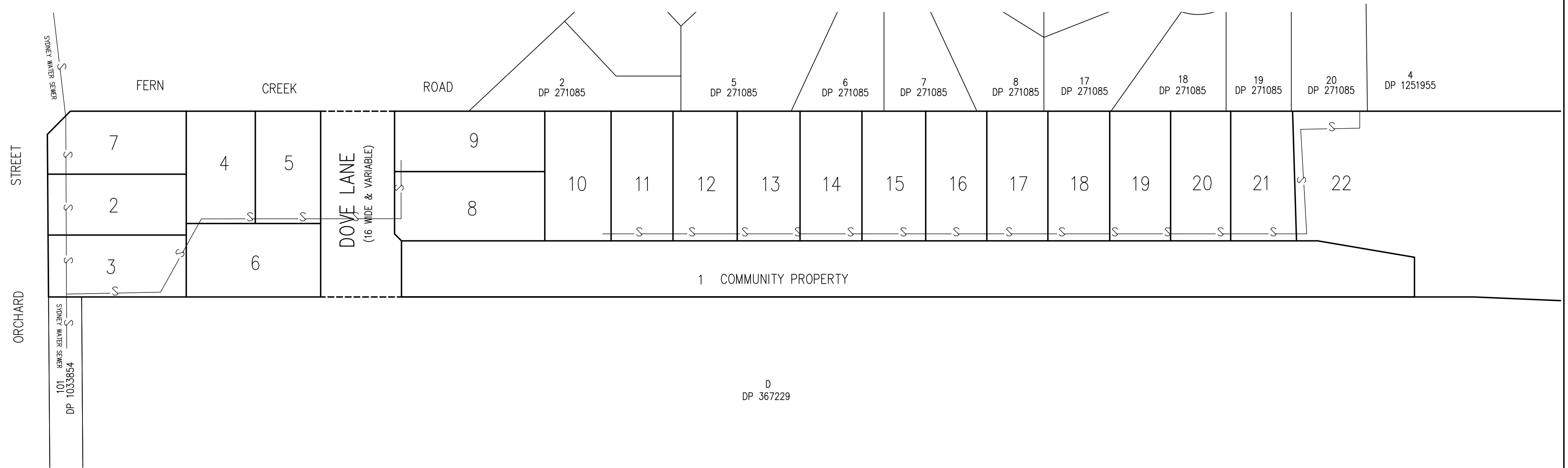
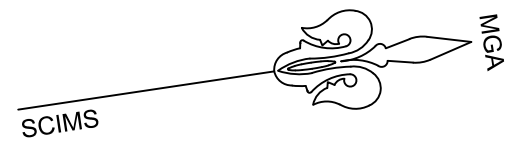
THIS PLAN ILLUSTRATES OPEN ACCESSWAYS WHICH ARE COMMUNITY PROPERTY AND ARE NOT PUBLIC ROADS WITHIN THE MEANING OF THE ROADS ACT 1993.

- NOTES:**
1. (OA) DENOTES OPEN ACCESSWAY
 2. SEE DETAIL PLAN FOR SURVEY INFORMATION

PLAN OF: ACCESSWAYS	DP 270938
Reduction Ratio 1:400 Date: 16/3/2022	

SERVICES WORKS PLAN

SHEET 1 OF 5

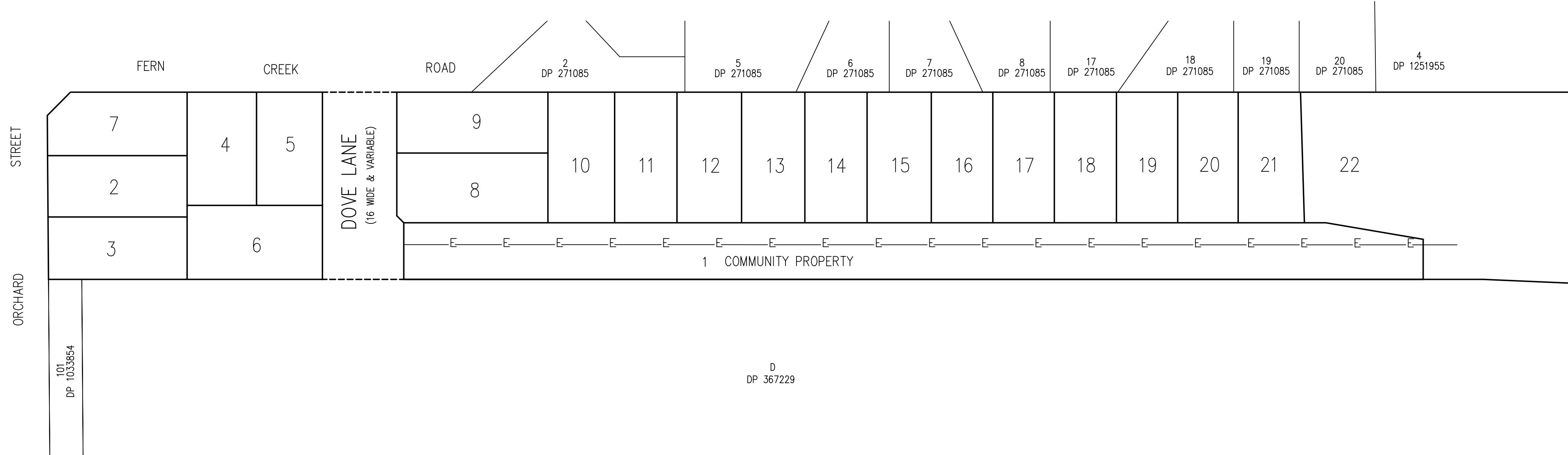
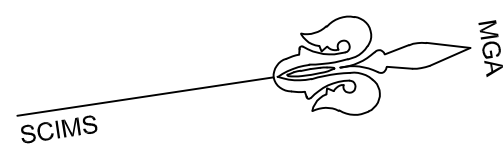


— S — DENOTES LINE OF SEWER

PLAN OF: SERVICE WORKS	DP 270938
Reduction Ratio 1:400	Date: 16/3/2022

SERVICES WORKS PLAN

SHEET 2 OF 5



—E—E— DENOTES ELECTRICITY SUPPLY LINE AND STREET LIGHTING CABLES

PLAN OF: SERVICE WORKS

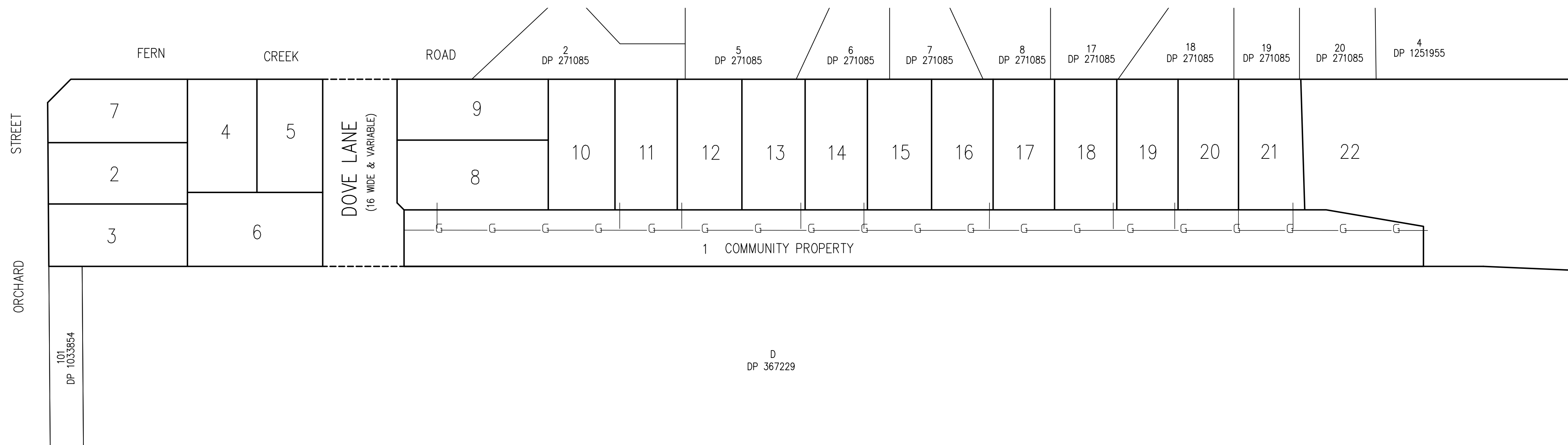
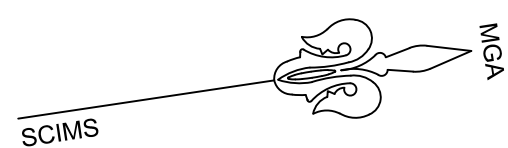
DP 270938

Reduction Ratio 1:400

Date: 16/3/2022

SERVICES WORKS PLAN

SHEET 3 OF 5



—G—G— DENOTES GAS LINE

PLAN OF: SERVICE WORKS

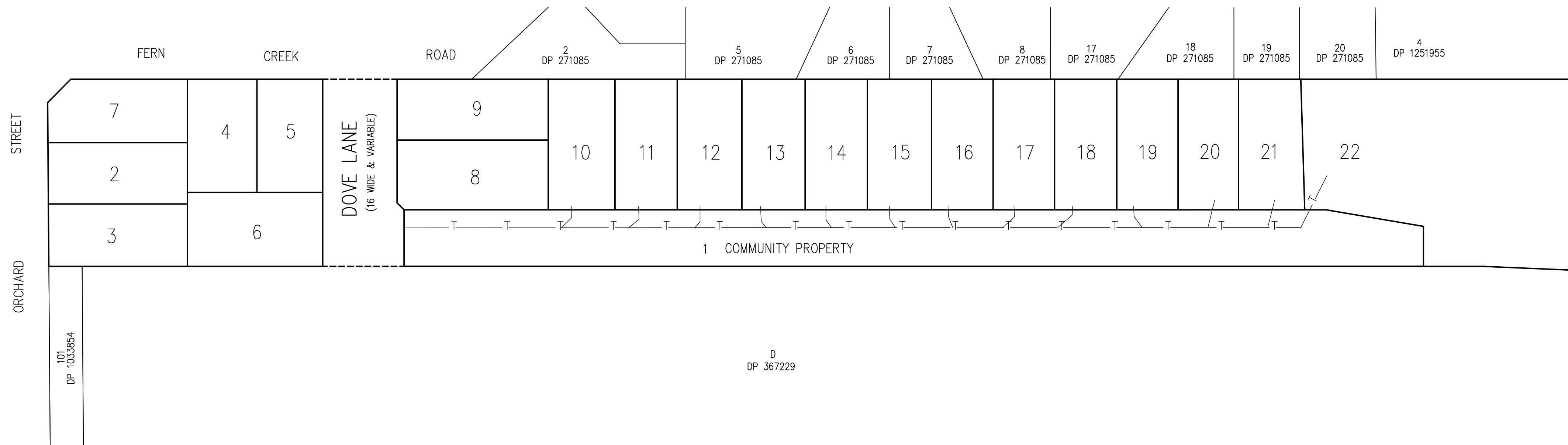
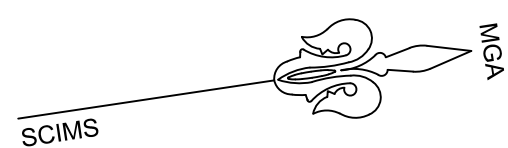
DP 270938

Reduction Ratio 1:400

Date: 16/3/2022

SERVICES WORKS PLAN

SHEET 4 OF 5



—T—T— DENOTES NBN (TELECOMMUNICATIONS) LINE

PLAN OF: SERVICE WORKS

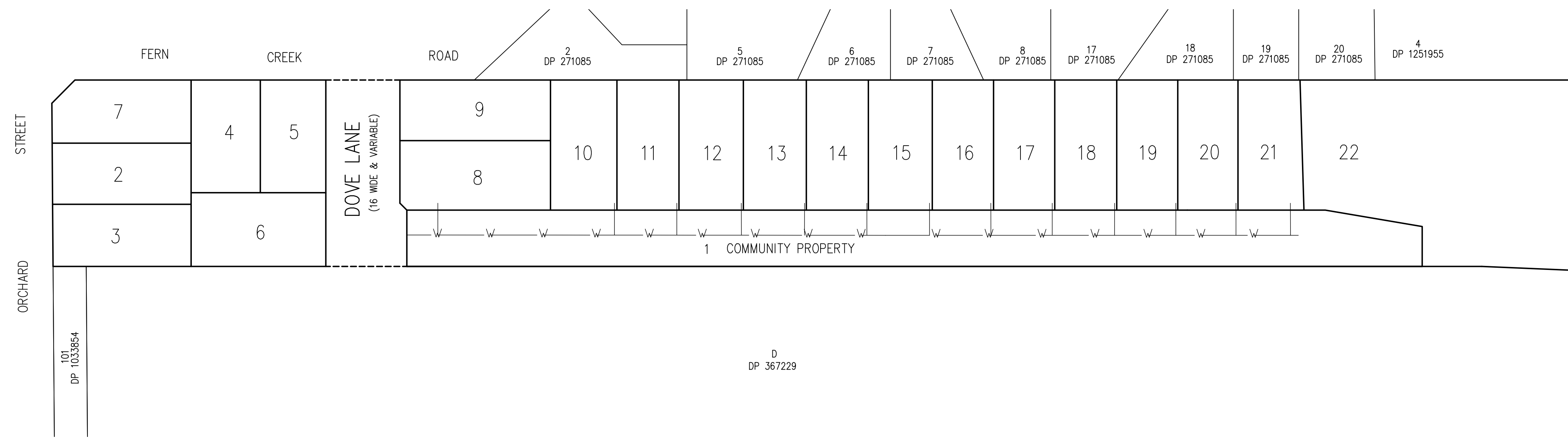
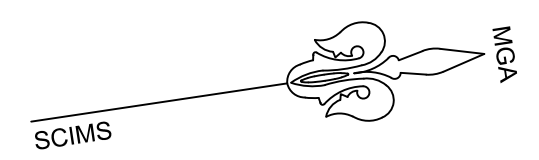
DP 270938

Reduction Ratio 1:400

Date: 16/3/2022

SERVICES WORKS PLAN

SHEET 5 OF 5



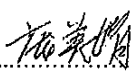
—W—W— DENOTES WATER SUPPLY LINE

PLAN OF: SERVICE WORKS	DP 270938
Reduction Ratio 1:400	Date: 16/3/2022

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EXECUTION

Dated the 19th day July 2023

Registered Proprietor:	
Executed by Nour Developments Pty Ltd ACN 614 506 580 in accordance with section 127 of the <i>Corporations Act 2001</i> (C'th):	
	
..... Signature Signature
Meijuan Pang	
..... Name (printed) Name (printed)
Director	
..... Office held Office held

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EXECUTION CONTINUED

Registered Mortgagee:	
<p>EXECUTED by H & H MEZZ PTY LTD (ABN 19 605 210 348) in accordance with section 127(1) of the Corporations Act 2001:</p>	
<p>..... Sole Director and/or Secretary</p>	
<p>GABREAL HALVAGI</p>	
<p>..... Name</p>	
<p>THE TRUST COMPANY (PTAL) LIMITED (ACN 008 412 913) by its Attorney pursuant to Power of Attorney dated 18 September 2014 Registered No.134 Book 4676 Wi states that he/she has received no notice of revocation of the Power of Attorney.</p>	
<p>..... Signature of Attorney</p>	<p>..... Signature of Witness</p>
<p>Trent Franklin John Newby Head of Custody</p>	<p>Rachael Bollard Client Service Officer</p>
<p>..... Name & Address of Witness</p>	<p>L18, 123 PITT ST SYDNEY</p>

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CONSENTS AND APPROVALS

Certificate of approval

Northern Beaches Council certifies that:

- (a) it has approved the development described in Development Application No DA N0013/15; and
- (b) the terms and conditions of this Management Statement are consistent with that development as approved.

Dated this 11TH day of JULY 2023

Signed on behalf of Northern Beaches Council

<p>NORTHERN BEACHES COUNCIL</p>  <p>..... Authorised Person</p>
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