

# Neighbourhood Management Statement

**[*Subdivision of 4/1251955*]**

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## **WARNING**

The terms of this Management Statement are binding on the Neighbourhood Association, each person who is an owner, lessee, occupier or mortgagee in possession of a Neighbourhood Lot. This Management Statement should be read in conjunction with any community management statement or precinct management statement (if any).

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## Definitions and Interpretation

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The following words have these meanings in the By-Laws unless the contrary intention appears:

**Annual General Meeting** or **General Meeting** means a general meeting as convened and held in accordance with Schedule 6 of the Management Act defined under this section.

**Architectural and Landscape Standards** means the architectural and landscape standards adopted by the Neighbourhood Association from time to time.

**Association** means the Neighbourhood Association.

**Building Works** means the construction of any building Structure or Landscaping feature and includes any modification, addition, alteration or exterior colour change made on or to an existing building, Structure or Landscaping features on:

- (a) a Lot,
- (b) Neighbourhood Property.

**By-law** means a by-law in this Management Statement.

**Council** means Northern Beaches Council.

**Developer** means Morehuman Warriewood Pty Limited ACN 642 782 438 or its nominee(s).

**Development Act** means the Community Land Development Act 1989.

**Development Activities** means:

- (a) any form of road and drainage constructions, water, sewer, power, earthworks, clearing, telephone, gas, demolition, building or other work ancillary to or associated with demolition or building work in the Neighbourhood Scheme including, without limitation, the installation, removal, repair and maintenance of Services;
- (b) any form of Landscaping work or work ancillary to or associated with Landscaping work in the Neighbourhood Scheme;
- (c) the use of any part of the Neighbourhood Scheme in connection with the work referred to in paragraphs (a) and (b) of this definition; or
- (d) the subdivision of land forming part of the Neighbourhood Scheme.

**Development Consent** means [Insert on DA Issue]

**Executive Committee** means the executive committee of the Neighbourhood Association as constituted or elected from time to time under the Management Act.

**Government Agency** means a governmental or semi governmental administrative, fiscal or judicial department or entity.

**Landscaping** means the landscaped areas of a Lot and Neighbourhood Property.

**Lot** means a lot in the Neighbourhood Scheme.

**LPI NSW** means Land Property and Information New South Wales.

**Management Act** means the Community Land Management Act 1989.

**Management Statement** means this Neighbourhood Management Statement.

**Managing Agent** means an agent appointed under section 50 of the Management Act.

**Motor Vehicle** means a motorised vehicle including without limitation, a motor car, motor cycle, trail bike, truck, lorry, trailer, golf buggy, cart, boat or caravan.

**Neighbourhood Association** means the Neighbourhood Association created on registration of this Management Statement.

**Neighbourhood Plan** means the plan of subdivision with which this Management Statement is registered.

**Neighbourhood Property** means the Neighbourhood Property of the Neighbourhood Scheme.

**Neighbourhood Scheme** means:

- (a) the subdivision of land by the Neighbourhood Plan;
- (b) the rights conferred, and the obligations imposed by or under the Community Titles Legislation in relation to the Neighbourhood Association, Neighbourhood Property and persons having interests in, or occupying Lots.

**Open Access Way** means the Neighbourhood Property areas designated as open access ways which provide access to parts of the Neighbourhood Property and Lots.

**Occupier** means a lessee, licensee or a person who is otherwise in lawful occupation of a Lot or part of a Lot.

**Owner** means the owner or mortgagee in possession of a Lot.

**Prescribed Diagram** means the diagrams relating to the Service Lines with the Neighbourhood Plan and prescribed in section 36 of the Development Act.

**Permitted Person** means:

- (a) a person on the Neighbourhood Parcel with the express or implied approval of an Owner or Occupier or the Neighbourhood Association; and
- (b) an Authority and a person nominated by an Authority.

**Rules** means rules made and amended time to time by the Neighbourhood Association about control, management, operation, use and enjoyment of Lots and Neighbourhood Property.

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**Sales Activities** means any activity associated with the marketing and sale of Lots.

**Scheme Architect** means an architect for the Community Scheme appointed by the

Neighbourhood Association from time to time

**Secretary** means the Secretary of the Neighbourhood Association.

**Services** means any service other than a Statutory Service.

**Service Line** means a 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 Prescribed Diagram.

**Service Provider** means Council and any other Government Agency.

**Statutory Service** means a Service passing through or servicing Lots or Neighbourhood Property provided by a Service Provider.

**Structure** means any building or other built form approved in accordance with this Management Statement.

**Treasurer** means the Treasurer appointed in accordance with the Management Act.

**Work** means any repairs, alterations or additions, other than to the interior of a building or other structure.

**Work Plans** means plans and specifications for proposed alterations or additions outside those provided for in the Architectural and Landscape Standards which show and describe (where relevant):

- (a) suitability of design, nature, colour, kind, shape, size, plant species and materials;
- (b) quality of design, colour and materials;
- (c) harmony of external design with existing structures and existing landscaping;
- (d) location in relation to surrounding structures and topography; and
- (e) elevation in relation to existing structures and topography.

### **Interpretation**

In the By-laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, a body corporate, an Association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns; and
- (f) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later.

Headings are inserted for convenience and do not affect the interpretation of this Management Statement.

If the whole or part of a provision of the By-laws is void, unenforceable or illegal, it is severed. The remainder of the By-laws have full force and effect. This By-law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.

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Where any of the terms in this Management Statement are defined in the Management Act or

Development Act they will have the same meaning as those words are attributed under those Acts.

The Neighbourhood Association may exercise a right, power or remedy at its discretion, separately or concurrently with another right, power or remedy and does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Neighbourhood Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

The rights, powers and remedies provided in the By-laws are cumulative with and not exclusive of the rights, powers or remedies available independently of the By-laws.

## **PART 1 By-laws Fixing Details of Development**

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These By-Laws relate to the control and preservation of the essence or theme of the Neighbourhood Scheme and as such may only be amended or revoked by a unanimous resolution of the Neighbourhood Association (see section 17(2) of the Community Land Management Act 1989).

### **1 By Law 1 Compliance with Management Statement**

The persons bound to comply with this Management Statement are:

- (a) the Neighbourhood Association;
- (b) the Owners and Occupiers of a Lot;
- (c) each mortgagee who is in possession of a Lot.

Each of these persons must respectively ensure that any persons they allow onto the Neighbourhood Parcel do not act inconsistently with this Management Statement.

### **2 By Law 2 Ownership and Management Responsibilities**

#### **2.1 Responsibilities**

This Management Statement identifies the Neighbourhood Association as having ownership and management responsibilities in the Neighbourhood Scheme.

#### **2.2 Management**

The management structure for the Neighbourhood Scheme is as follows:

<b>Management body</b>	<b>Function</b>
Neighbourhood Association	Responsible for the overall control and management of the Neighbourhood Scheme in accordance with this Management Statement
Owner(s) of Lots	Member of the Neighbourhood Association

#### **2.3 Theme**

The Neighbourhood Scheme seeks to foster harmony in a social, environmental and aesthetic sense across the Neighbourhood Scheme.

#### **2.4 Use of Lots**

An Owner or Occupier must use a Lot in accordance with:

- (a) the Development Consent;
- (b) the By-laws;
- (c) the Law.

#### **2.5 Obligation to Comply**

Subject to the provisions of this Management Statement, the persons bound by this Management Statement must:

- (a) adhere to the theme of the Neighbourhood Scheme as described in By-law 2.3;

- (b) ensure that activities permitted on the Neighbourhood Parcel are consistent with the theme; and
- (c) preserve the good name of the Neighbourhood Scheme.

## **2.6 Interference with Neighbourhood Property**

An Owner or Occupier of a Lot must:

- (a) not, except with the approval of the Neighbourhood Association, obstruct the use of Neighbourhood Property;
- (b) not damage Neighbourhood Property including without limitation, any Structure or Landscaping which is part of or situated on Neighbourhood Property;
- (c) not, except in accordance with the By-Laws, use for that owner or occupier's own purposes any part of Neighbourhood Property; and
- (d) promptly notify the Neighbourhood Association of any damage to or defect in Neighbourhood Property which that owner or occupier becomes aware of.

## **2.7 Approvals**

- (a) No Works may be carried out or remain in the Neighbourhood Scheme unless the provisions of this By-law 2 have been complied with and, in particular:
  - (i) all necessary approvals have been obtained in accordance with this By-law 2; and
  - (ii) any conditions imposed on those approvals have been complied with.

- (b) A person must not carry out Works in any part of the Neighbourhood Scheme unless that person obtains:
  - (i) the prior approval of the Neighbourhood Association; and
  - (ii) the prior approval of any Authority whose approval is required by the Law.

## **2.8 Work Plans**

- (a) A person seeking approval to carry out Works which differ to those in or are not allowed for in the Architectural and Landscape Standards must provide Work Plans to the Neighbourhood Association when making the application for the approval of the Neighbourhood Association.
- (b) The Neighbourhood Association's approval or disapproval of Work Plans must be made solely on the matters set out in:
  - (i) the By-laws; and
  - (ii) the Architectural and Landscape Standards in force at the time of its decision.

## **2.9 Decision of Neighbourhood Association**

- (a) A person seeking to carry out Works which requires a Works Plan must obtain the prior approval of the Neighbourhood Association to do so and pay any costs incurred by the Neighbourhood Association related to considering such application.
- (b) To assist the Neighbourhood Association in exercising its powers under this By-law 2, the Neighbourhood Association may:
  - (i) request the person seeking approval to carry out Works to submit:
    - (A) additional plans and specifications;
    - (B) details of changes to be made to the plans and specifications if an Authority requires those changes; and
    - (C) any other relevant information or material, including reports; and
  - (ii) at the cost of the person seeking approval, obtain the Scheme Architect's opinion about the Works or, if the Neighbourhood Association determines someone other than the Scheme Architect will provide that opinion, then that person.
- (c) In making a decision as to whether to approve an application to carry out Works requiring a Works Plan, the Neighbourhood Association must only be concerned with whether the proposed Works' failure to comply with the Architectural and Landscape Standards will have an adverse effect on the Community Scheme.
- (d) The Neighbourhood Association must make a decision within six weeks after it determines that it has received all the information it requires to enable it to make a decision, whether to approve or reject the application to carry out the Works.
- (e) If the Neighbourhood Association approves the carrying out of Works, that approval does not prevent the Neighbourhood Association from disapproving or approving with conditions, future Works of the same or similar nature.

## **2.10 Conditions of approval and bond**

- (a) The Neighbourhood Association may:
  - (i) impose reasonable conditions when it gives its approval to carry out Works; and

- (ii) require the person seeking approval to provide a bond of such reasonable amount as the Neighbourhood Association determines, to be held on account of any damage that may be caused to Neighbourhood Property as a result of the Works.
- (b) Any bond lodged under this By-law 2 must be returned to the person seeking approval to carry out Works within 30 days after notification by that person of completion of the Works and a request for return of the bond, after a deduction (if any) for damage to Neighbourhood Property that has not been repaired.

## **2.11 Carrying out Works**

A person who has received approval to carry out Works must, during such carrying out:

- (a) ensure that the Works are carried out in a proper, timely and workmanlike manner;
- (b) ensure that the Works are carried out to the reasonable satisfaction of the Neighbourhood Association and any Authority;
- (c) ensure there is no damage to Services or associated Service Equipment in the Neighbourhood Scheme;
- (d) ensure that as little disruption and inconvenience as reasonably practicable is caused to Owners and Occupiers;
- (e) repair any damage caused to Neighbourhood Property as a result of the Works; and
- (f) that person indemnifies the Neighbourhood Association against all expenses, losses, damages and costs that the Neighbourhood Association may sustain or incur as a result, whether directly or indirectly, of that person's failure to comply with this By-law 2.

## **2.12 Architectural and Landscape Standards**

- (a) The Neighbourhood Association may prescribe and vary Architectural and Landscape Standards for the Neighbourhood Scheme in accordance with By-law 2. On such prescription, the standards will become the Architectural and Landscape Standards for the Community Scheme.
- (b) The Architectural and Landscape Standards bind:
  - (i) the Neighbourhood Association;
  - (ii) each Owner; and
  - (iii) each Occupier.

## **2.13 Amendments**

The Neighbourhood Association may from time to time add to or alter the Architectural and Landscape Standards by special resolution and the Neighbourhood Association must, within a reasonable time, deliver a copy of the additions or alterations to each Owner of a Lot. The Architectural and Landscape Standards may not be added to or altered except in accordance with this By-law 2.

## **2.14 Neighbourhood Association**

The Neighbourhood Association is the sole approving body for applications for additions or alterations to the Architectural and Landscape Standards under this By-law 2.

## **2.15 Copies**

The Neighbourhood Association must, when requested to do so by an Owner provide to the Owner at the Owner's reasonable cost a copy of the Architectural and Landscape Standards current as at the time of the request.

## **Part 2      Restricted Neighbourhood Property**

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These by-laws may only be amended after expiry of the initial period by special resolution and with the written consent of each person entitled by the by-law to use the restricted neighbourhood property (see section 54 of the Community Land Management Act 1989).

### **3      By Law 3 Development and Use of Neighbourhood Property**

- 3.1**      Use of the Neighbourhood Property and the Service Lines owned by the Neighbourhood Association is restricted to the Developer in the manner and for the purposes set out in this By-law.
- 3.2**      Restricted use of the Neighbourhood Property referred to in this By-law will cease on the earlier of the dates when the Developer:
- (a)      ceases to own a Lot; or
  - (b)      serves on the Neighbourhood Association a notice informing the Neighbourhood Association that Development Activities on the Neighbourhood Property or parts of Neighbourhood Property have ceased.
- 3.3**      The Developer will have the following rights, which may be exercised at any times, for the purpose of completing the development of the Neighbourhood Property and Lots or adjoining lands in stages and carrying out Development Activities.
- (c)      unrestricted access by foot or Motor Vehicles over Neighbourhood Property;
  - (d)      the right to park Motor Vehicles and equipment on Neighbourhood Property;
  - (e)      the right to place on or attach to Neighbourhood Property temporary offices, sheds, depots, building materials, cranes and other equipment;
  - (f)      the right to construct and install Services in Neighbourhood Property;
  - (g)      the right to connect Services within Neighbourhood Property;
  - (h)      the right to attach and place marketing and advertising signs, placards, banners, notices or advertisement on the Neighbourhood Property (subject to Council approval);
  - (i)      the right to secure any part of the Neighbourhood Property and/or conduct security activities on the Neighbourhood Property;
  - (j)      the right to conduct Sales Activities on the Neighbourhood Property;
  - (k)      the right to create easements burdening and benefiting Neighbourhood Property;
  - (l)      the right to carry out building works and development construction and works in its discretion;
  - (m)      the right to carry out demolition work, building and associated works;
  - (n)      the right to subdivide land in the Neighbourhood Scheme; and
  - (o)      the right to do anything the Developer considers necessary to develop the Neighbourhood Scheme.

### **Maintenance Obligations**

- 3.4** The Neighbourhood Association remains responsible for the maintenance and repair of any Neighbourhood Property restricted under this By-law, except to the extent that any damage is caused to the that Neighbourhood Property directly as a result of the Conduct of Development Activities, in which case the Developer must repair any such damage.

## **Part 3      Mandatory Matters**

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### **3.      By-law 3      Open Access Ways**

#### **Means of Access**

- 3.1      Access to the Neighbourhood Scheme is be by way of Open Access Way.
- 3.2      The Neighbourhood Association is responsible for the control, management, operation, maintenance and repair of the Open Access Way.
- 3.3      The Neighbourhood Association must impose contributions on the owners of Lots for the cost of the control, management, operation, maintenance and repair of the Open Access Way.

#### **Permitted Users**

- 3.4      The following may persons may use the Open Access Way:
  - (a)      the Neighbourhood Association;
  - (b)      the owners and occupiers of Lots;
  - (c)      Council; and
  - (d)      members of the general public.

#### **Safety and Control**

- 3.5      Owners and Occupiers must:
  - (a)      not drive Vehicles on the Neighbourhood Scheme in a manner that is dangerous or creates excessive noise, omits excessive levels of exhaust or other fumes or nuisance to other motorists, pedestrians or Owners and Occupiers;
  - (b)      not drive, park or repair (excluding emergency repairs) a Vehicle on the Neighbourhood Property except in an area of Neighbourhood Property (if any) designated by the Neighbourhood Association from time to time as being an area where a Vehicle may be driven, parked or repaired by Owners and Occupiers;
  - (c)      comply with the rules and any applicable Laws in force from time to time dealing with the use and operation of Vehicles on the Neighbourhood Scheme and in particular the Access Ways;
  - (d)      make good at the expense of the Owner or Occupier (as applicable), to the satisfaction of the Community Association, any damage caused to Neighbourhood Property by the Owner or Occupier or their Permitted Persons;
  - (e)      not drive a Vehicle on the Access Ways at a speed in excess of a speed determined by the Neighbourhood Association from time to time; and
  - (f)      with the exception of motorised scooters that are not required to be registered by Law, not drive a Vehicle on the Access Ways unless the Vehicle is registered for use on public roads in accordance with the relevant Laws in force from time to time.
- 3.6      The Neighbourhood Association must grant to Owners and Occupiers reasonable access to pass and re-pass over Neighbourhood Property including the right to construct driveways and pedestrian pathways to their Lot in accordance with the Management Statement, to enable Owners and Occupiers to access their Lot whether on foot, by bicycle or by Vehicle.

- 3.7 Notwithstanding any provision to the contrary in this by-law 35 or this Management Statement, the use of motorised scooters on the Access Ways by Owners and Occupiers is permitted in accordance with the terms of this Management Statement. An Owner or Occupier must not stand or park any motor or other vehicle (including other motorised or unmotorised conveyance) in any visitor parking space, disability parking space or car parking area (other than the car parking area comprising the relevant part of the Owner's Lot).
- 3.8 An invitee of an Owner, Occupier or the Community Association:
- (a) may stand or park any motor vehicle in any visitor parking space; and
  - (b) subject to by-law 35(g)(i), must not stand or park any motor or other vehicle (including other motorised or unmotorised conveyance) in any car parking area (other than the car parking area comprising the relevant part of the Owner's Lot).
- 3.9 An invitee of an Owner or Occupier may not stand or park in any visitor parking space as permitted under by-law 35(g) for longer than 24 hours within any 7 day period.
- 3.10 In addition to its powers under the Management Act and elsewhere in this Management Statement, the Neighbourhood Association has the power to:
- (a) install speed humps and other traffic control devices in Neighbourhood Property; and
  - (b) install signs to control traffic and regulate the parking of Vehicles in Neighbourhood Property.

#### **4. By-law 4 Permitted Uses of Special Facilities on the Neighbourhood Property**

##### **Management and Maintenance Generally**

- 4.1 The Neighbourhood Association is responsible for the maintenance of all Neighbourhood Property.
- 4.2 The Neighbourhood Association is to engage appropriately qualified persons to undertake maintenance activities of:
- (a) all landscaping; and
  - (b) all structures; and
  - (c) all lighting fixtures; and
  - (d) all public facilities,
  - (e) located on Neighbourhood Property.
- 4.3 The works are to be paid for from the levies collected from Lot owners within the Neighbourhood Scheme.
- 4.4 Maintenance activities are to be carried out on a regular basis or as required.

#### **5. By-law 5 Garbage**

- 5.1 The owner or occupier of a Lot must deposit all of their garbage and recyclable goods from the Lot they occupy into a proper receptacle in the Lot.
- 5.2 The owner or occupier of a Lot is responsible to ensure that garbage and recyclable goods from the owner or occupier's receptacle is made available for collection by the Council's garbage collectors.

- 5.3 After collection by Council's garbage collectors (or, in the case where the garbage collection was due but did not occur by the evening of the day collection should have occurred), the garbage and recyclable goods receptacle must be promptly removed from the collection point and stored within the Lot.
- 5.4 No garbage or recyclable goods are to be stored on any Lot so as, in the opinion of the Neighbourhood Association, to become a nuisance, visually obtrusive, offensive or a danger to health.

## **6. By-law 6 Services**

- 6.1 This Management Statement includes where so provided a Prescribed Diagram in respect of the following Statutory Services :
- (a) sewer mains;
  - (b) water mains;
  - (c) irrigation service;
  - (d) heating and chilling water system;
  - (e) gas;
  - (f) stormwater; and
  - (g) communication reticulation cables.
- 6.2 Subject to By-law 6.4 on installation of a Service Line, a statutory easement will be created over the parts of the Neighbourhood Property for the provision of Services through Service Lines if necessary and may be used in conjunction with activities on a Lot.
- 6.3 The Service Providers and other owners of Service Lines will maintain and repair their respective Service Lines.
- 6.4 If a Statutory Service is provided after the registration of the Management Statement and the Prescribed Diagram, Lot owners cannot object unless there will be a significantly detrimental affect of the relocation of the Service Line(s) on a Lot or Lots.

## **7. By-law 7 Insurance**

- 7.1 Every notice of an Annual General Meeting must:
- (a) include a form of motion to decide whether insurances effected by the Neighbourhood Association should be confirmed, varied or extended; and

- (b) at not less frequently than every alternate Annual General Meeting be accompanied by a written valuation as to the replacement value of all buildings, Structures and other improvements on Neighbourhood Property made by a qualified valuer.
- 7.2 The Neighbourhood Association must immediately effect new insurances or vary or extend existing insurances if there is an increased or new risk to Neighbourhood Property.
- 7.3 The Neighbourhood Association must maintain public liability insurance in a sum insured not less than \$20,000,000 and office bearers liability insurance in a sum insured not less than \$5,000,000.
- 7.4 An owner or occupier of a Lot must not, except with the prior written approval of the Neighbourhood Association, do anything that might prejudice the insurances effected by the Neighbourhood Association or increase any insurance premium payable by the Neighbourhood Association.

## **8. By-law 15 Executive Committee**

### **Constitution**

- 8.1 The Executive Committee of the Neighbourhood Association must be established in accordance with Division 2 of Part 2 of the Management Act.

### **Notice Board**

- 8.2 The Executive Committee must affix a notice board to a prominent part of Neighbourhood Property.

### **Meetings**

- 8.3 The Executive Committee may, subject to By-laws 8.7 and 8.8, meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

### **Notices**

- 8.4 The Secretary or the member of the Executive Committee who convenes a meeting must, for not less than 72 hours immediately before the Executive Committee holds a meeting, display on the notice board the notice and proposed agenda for the meeting, or if prior to the installation of the notice board, send to all owners of Lots a copy of the notice and proposed agenda for the meeting.

### **Agendas**

- 8.5 The agenda for a meeting must include details of all business to be dealt with at that meeting.
- 8.6 No business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.

### **Meeting Requested by Members of Executive**

- 8.7 The Secretary or in the Secretary's absence any other member of the Executive Committee must, at the request of not less than one third of the members of the Executive Committee, convene a meeting within 14 days of the making of the request.

### **Determinations Without Meeting**

- 8.8 Where:
    - (a) By-law 8.4 has been complied with in relation to a meeting;
    - (b) each member of the Executive Committee has been served with a copy of a proposed resolution to be considered at the meeting; and
-

- (c) the resolution has been approved in writing by a majority of the members of the Executive Committee.

then the resolution will, subject to section 38(3) of the Management Act, be as valid as if it had been passed at a duly convened meeting of the Executive Committee.

### **Owner's Right to Attend Meetings**

- 8.9 An owner of a Lot or, in the case of a corporate owner, its company nominee, may attend a meeting but may not address the meeting unless authorised by a resolution of the Executive Committee.

### **Minutes**

- 8.10 Minutes of Executive Committee meetings must be retained with the minutes of the General Meetings of the Neighbourhood Association in accordance with the Management Act.
- 8.11 The Executive Committee must, within 7 days after holding a meeting, display for a period of not less than 14 days, a copy of the minutes of that meeting on the notice board or, if prior to the installation of the notice board, send a copy to each Executive Committee member and post a copy on the Neighbourhood Association website if one is established.

### **Functions of Secretary**

- 8.12 The functions of the Secretary include:
  - (a) preparing and distributing minutes of meetings of the Neighbourhood Association and the Executive Committee;
  - (b) giving, on behalf of the Neighbourhood Association and the Executive Committee, notices required under the Management Act;
  - (c) maintaining the Neighbourhood Association roll;
  - (d) supplying certificates under clause 2 of Schedule 4 to the Management Act;
  - (e) answering communications to the Neighbourhood Association or the Executive Committee;
  - (f) convening meetings of the Executive Committee and the Neighbourhood Association;
  - (g) performing administrative and/or secretarial functions on behalf of the Neighbourhood Association and Executive Committee; and
  - (h) keeping records under part 3 Schedule 1 to the Management Act.

### **Functions of Treasurer**

- 8.13 The functions of the Treasurer include:
  - (a) the functions specified under section 36(1) and (2) of the Management Act;
  - (b) notifying owners of Lots of contributions levied under the Management Act;
  - (c) receiving, acknowledging, banking and accounting for money paid to the Neighbourhood Association;
  - (d) preparing any certificate applied for under paragraphs (b), (c), (d), (e) and (f) of clause 2 of Schedule 4 of the Management Act;

- (e) keeping prescribed accounting records under clause 10 Schedule 1 of the Management Act; and
- (f) preparing financial statements under clause 11 of Schedule 1 of the Management Act.

#### **Committees**

8.14 The Executive Committee may from time to time appoint committees comprising one or more of its members to:

- (a) conduct investigations;
- (b) perform functions on behalf of the Executive Committee; and
- (c) report to the Executive Committee.

#### **Remuneration**

8.15 Members of the Executive Committee are entitled to:

- (a) reimbursement of reasonable out of pocket expenses incurred in the performance of their duties; and
- (b) such other amounts as the Neighbourhood Association in general meeting may from time to time determine as compensation for the services they perform.

#### **Exemption from Liability**

8.16 Except for fraud or negligence, a member of the Executive Committee shall not be liable for any loss or damage occurring by reason of acting as a member of the Executive Committee.

## **Part 4      Optional Matters**

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### **9.      By-law 9      Restrictions on Parking**

- 9.1      An owner or occupier of a Lot must not park a Motor Vehicle on any part of the Neighbourhood Scheme except on parts of the Neighbourhood Property designated by the Neighbourhood Association from time to time as areas for parking a Motor Vehicle.
- 9.2      *An owner or occupier of a Lot must not park a boat, caravan or a trailer on any part of the Neighbourhood Property.*

### **10.     By-law 10     Neighbourhood Association's Right to Enter into Contracts**

- 10.1     The Neighbourhood Association may contract with third parties to:
- (a)      provide management, operational, maintenance and other services in connection with Neighbourhood Property; and
  - (b)      provide security services inside and outside the Neighbourhood Scheme (to the owners or occupiers of Lots);
  - (c)      provide other services or amenities to Neighbourhood Property and/or the owners and occupiers of Lots.

### **11.     By-law 11     Right to Maintain Services**

- 11.1     Subject to section 60 of the Management Act, the Neighbourhood Association and persons authorised by it may enter a Lot at all reasonable times to maintain, repair, alter, add to, increase the capacity of or renew Service Lines and Services.
- 11.2     The Neighbourhood Association must give the owner or occupier of a Lot reasonable notice of entry under this By-Law.
- 11.3     In an emergency the Neighbourhood Association and persons authorised by it may enter a Lot at any time without notice.

### **12.     By-law 12     Control of Lessees and Licensees**

- 12.1     An owner whose Lot is the subject of a lease or licence agreement must provide the lessee or licensee with a copy of this Management Statement and take all reasonable steps including, without limitation, any action available to the owner under the lease or licence agreement to ensure that the lessee or licensee of the Lot and any person on the Neighbourhood Property with the consent (expressed or implied) of the lessee or licensee complies with the By-laws and any Rules made under the By-laws.

### **13.     By-law 13     Owner and Occupier Responsible for Others**

- 13.1     An owner or occupier of a Lot must take all reasonable steps to ensure that any visitor of the owner or occupier complies with the By-laws.
- 13.2     If the By-laws prohibit an owner or occupier of a Lot from doing a thing, the owner or occupier must not allow or cause another person to do that thing.
- 13.3     If the visitor does not comply with the By-laws then the owner or occupier must withdraw consent to that person to be on the Neighbourhood Scheme and/or the Lot and request that person to leave the Neighbourhood Scheme and/or the Lot.

#### **14. By-law 14 Neighbourhood Association Right to Remedy**

- 14.1 The Neighbourhood Association may do anything on a Lot at the cost of the Lot owner which should have been done by the owner or occupier of a Lot under the By-laws, which has not been done or not been done properly.
- 14.2 The Neighbourhood Association may take possession of and/or remove from the Neighbourhood Scheme property (including Motor Vehicles) that is on it in breach of the By-laws or the Rules.
- 14.3 The Neighbourhood Association and persons authorised by it may enter a Lot and remain there to exercise its rights under the By-laws for as long as it is necessary.
- 14.4 The Neighbourhood Association must give an owner or occupier identified in this By-law a written notice specifying when it will need to enter the Lot to do the work contemplated by this By-law.
- 14.5 The notified owner or occupier must:
- (a) give the Neighbourhood Association (or persons authorised by it) access to the Lot according to the notice at that owner or occupier's cost; and
  - (b) pay the Neighbourhood Association its costs for doing the work.
- 14.6 The Neighbourhood Association's powers under this By-law are in addition to those they have under the Management Act.

#### **15. By-law 15 Right to Recover Money**

- 15.1 The Neighbourhood Association may recover any money owing to it under the By-Laws as a debt.

#### **16. By-law 16 Reimbursement of Cost, Charges and Expenses**

- 16.1 An owner or occupier of a Lot must pay or reimburse the Neighbourhood Association on demand the costs, charges and expenses of the Neighbourhood Association of the contemplated or actual enforcement, or preservation of, any rights under the By-laws in relation to the owner or occupier.
- 16.2 The costs, charges and expenses under By-Law 16.1 shall include, without limitation, those expenses incurred in retaining any independent consultant or other persons to evaluate any relevant matter and administration costs in connection with those events or matters.

#### **17. By-law 17 Interest on Overdue Money**

- 17.1 An owner or occupier of a Lot must pay the Neighbourhood Association interest on any amount, other than a contribution levied by the Neighbourhood Association under the Management Act, that has become due for payment and remains unpaid from and including the date it became due for payment.
- 17.2 During the period that an amount under By-Law 17.1 remains unpaid, interest shall be calculated at the rate of 10% per annum for the first 90 days from the date the amount was owing and an amount of 20% per annum from the 91st day from the date the amount was owing until the amount has been paid.

#### **18. By-law 18 Compliance with Rules**

- 18.1 An owner or occupier of a Lot must comply with all requirements and orders of authorities and all laws in connection with the Lot and the use or occupation of the Lot.
- 18.2 Subject to any restricted use By-laws contained in this Management Statement the Neighbourhood Association may make additional Rules relating to the control, management, operation, use and enjoyment of any part/s of the Neighbourhood Scheme.

- 18.3 The Neighbourhood Association may alter the Rules at any time.
- 18.4 The Neighbourhood Association may not make or alter a Rule so that it is or becomes inconsistent or in conflict with the Management Act, the Development Act or the By-laws.
- 18.5 Rules bind an owner, occupier, mortgagee in possession and lessee or licensee of a Lot.

## **19. By-law 19 Contravention of By-laws**

- 19.1 The Neighbourhood Association has the right to issue notices and penalties for breaches of the Management Statement and associated documents.
- 19.2 All breaches of the Management Statement and associated documents must be reported to the Neighbourhood Association by any occupiers of lots within the Neighbourhood Scheme that may witness the breach.

### **Issuing of Notices**

- 19.3 The Neighbourhood Association is to issue notices to parties in breach of any of provisions of the Management Statement, and associated documents, which are to identify the following:
- (a) the nature of the breach; and
  - (b) the required remedy; and
  - (c) the timeframe for the remedy to be implemented.
- 19.4 Should the breach notice not be addressed by the receiving party within the set timeframe the Neighbourhood Association has the right to remedy the situation itself as provided for by By-law 14.
- 19.5 In instances where a breach does not require a remedy the Neighbourhood Association may, to the extent permitted by-law issue penalty notices, which are to identify the following:
- (a) the nature of the breach; and
  - (b) the penalty being served; and
  - (c) the due date for the penalty to be served.

### **Penalty**

- 19.6 Civic penalties may be issued by the Neighbourhood Association for breaches of the Management Statement to the extent permitted by law.

## **20. By-law 20 Notices**

- 20.1 An owner or occupier of a Lot must comply with the terms of any notice displayed on Neighbourhood Property by the Neighbourhood Association, a Service Provider or other relevant authority.

## **21. By-law 21 Certificates**

- 21.1 A certificate by the Neighbourhood Association, its Managing Agent (if any) or the Secretary about a matter or an amount payable to the Neighbourhood Association in connection with the By-laws is evidence of the amount or any other matter stated in it.

## **22. By-law 22 Communications**

- 22.1 Complaints, notices or applications to or requests for consideration of matters by the Neighbourhood Association must be in writing.

- 22.2 An approval, notice or authorisation by the Neighbourhood Association under the By-laws must be in writing.

## **21. By Law 23 Fire Control**

- (a) An Owner or Occupier must comply with the Law about fire control;
- (b) Subject to the requirements of Authorities an Owner or Occupier may keep flammable materials in their Lot only if they:
  - (i) use the materials in connection with the lawful use of their Lot; and
  - (ii) the quantities kept are reasonable quantities according to the applicable guidelines of any Authority.
- (c) An Owner or Occupier must not:
  - (i) keep flammable materials in Neighbourhood Property; or
  - (ii) interfere with safety equipment; or
  - (iii) obstruct fire stairs or fire escapes.

## **Part 5      By-laws Required by Public Authorities**

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This part may specify by laws required by a public authority. These by laws may not be amended without the consent of the public authority. See Schedule 3 clause 4 Community Land Development Act 1989.

### **23.    By Law 23 Requirements of Northern Beaches Council**

- (a)      The Neighbourhood Association must provide to the Northern Beaches Council and the NSW Fire Brigade an annual fire safety statement signed by a competent and qualified individual which states that all buildings fire equipment complies with the relevant standards of performance as stated in the Australian Standards and Building Codes of Australia and continues to perform to the original design standard.
- (b)      An Owner and Occupier must not install, fix, mount or erect any air-conditioning unit or any plant and equipment associated with any air-conditioning unit:
  - (i)        on any roof of any building; or
  - (ii)       any other location that will be visible from outside of any building.
- (c)      This By-law 23 may not be revoked without the consent of the Northern Beaches Council or its successors.

### **24.    By Law 24 Public Authority By Law for Council – Stormwater**

- (a)      This is a Public Authority By Law. The Neighbourhood Association may change or cancel it only with the written consent of Council.
- (b)      Further to By Law 6, the Neighbourhood Association must ensure that those items of Stormwater Infrastructure identified in the Stormwater Operation Manual are maintained in accordance with the Stormwater Operation Manual.

*[Add any other conditions from DA]*

## Signatures, Consents & Approvals

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### CERTIFICATE OF APPROVAL

It is certified:

- (a) that the consent authority has approved of the development described in Development Application No. \_\_\_\_\_ and  
(b) that the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Date.....

Signature on behalf  
of consent authority.....

### EXECUTION BY ORIGINAL PROPRIETOR

Executed by Morehuman Warriewood Pty Ltd  
in accordance with s127 of the Corporations Act  
2001

.....  
Signature of Director

.....  
Signature of Secretary

.....  
Name of Director(block letters)

.....  
Name of Secretary

Schedule 2

Access ways

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