

Approved Form 28

COMMUNITY LAND DEVELOPMENT ACT 1989
COMMUNITY LAND MANAGEMENT ACT 1989

**COMMUNITY MANAGEMENT STATEMENT
FOR 50 CONDOVER STREET, NORTH BALGOWLAH NSW 2093**

DP27#### [HR note: The Plan Number can be completed after your surveyor finalises the plan and obtains a pre-allocated plan number from NSW Land Registry Services]

WARNING

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

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DEFINITIONS AND INTERPRETATION

1.1 In this management statement a word or expression has the meaning given to it by a definition in the Management Act if it is:

- (a) defined in the Management Act; and
- (b) used but not defined in this management statement.

1.2 In this management statement unless the context clearly indicates otherwise:

Authority means a governmental or semi-governmental administrative, fiscal or judicial department or entity, a statutory agency or authority or the Council;

Community Association means the community association constituted on registration of the Community Plan;

Community Development Lot means a lot in the Community Plan that is not:

- (a) the Community Property, a public reserve or a drainage reserve; or
- (b) a lot that has been severed from the Community Scheme;

Community Parcel means the land the subject of the Community Scheme;

Community Plan means the community plan with which this management statement is registered being DP27####;

Community Property means lot 1 in the Community Plan;

Community Scheme means the community scheme created on registration of the Community Plan;

Concept Plan means the concept plan (in ## sheet(s)) attached to this management statement;

Condoever Street Owner means the Owner of Lot ### in the Community Plan; [HR note: The lot number can be completed after your surveyor finalises the plan.]

Council means Northern Beaches Council;

Developer means Susan Grace Sands and Adrian Whyte McGregor;

Development Act means the *Community Land Development Act 1989* (NSW);

Executive Committee means the executive committee of the Community Association as constituted or elected under this management statement and the Management Act;

Garbage means waste of all kinds, including waste which is capable of being recycled;

Initial Period has the meaning given to it in the Management Act;

Lot means a Community Development Lot within the Community Parcel;

Maintain includes maintain in good condition, keep clean and tidy, repair as necessary and replace as necessary;

Management Act means the *Community Land Management Act 1989* (NSW);

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

Noticeboard means the noticeboard of the Community Association which may be located within a Community Facility and also comprise an electronic noticeboard via a website;

Occupier means the lessee, licensee or occupier of a Lot;

Owner means

- (a) a person registered or entitled to be registered as proprietor;
 - (b) a mortgagee in possession; or
 - (c) a covenant chargee in possession,
- of a Lot;

Permitted Person means a person in the Community Parcel with the express or implied consent of an Owner or Occupier, the Community Association and, where the context permits, the general public;

Private Service means a Service that is not provided by an Authority;

Restricted Activities means any form of fencing, paving and landscaping work;

Restricted Area means the part of Community Property identified as such in the Concept Plan. [HR note: The Concept Plan must show the area that will be exclusively used by the Condo over Street Owner. The surveyor can prepare this.]

Restricted Use Rights in relation to Community Property means the rights created by a Restricted Community Property By-law;

Service includes:

- (a) water, gas and electricity supply;
- (b) a telephone and computer data / high speed internet service;
- (c) a television and radio service;
- (d) a system for removal of sewage and stormwater;
- (e) a ventilation system;
- (f) a fire safety or control system;
- (g) a security system; and
- (h) any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety, of the Lots;

Service Line means the structures, machinery, equipment and things in the Community Parcel for the purposes of providing or facilitating the provision of a Service including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a Service is or is to be provided or its provision is to be facilitated; and

Service Provider means a person that provides a Service.

1.3 In this management statement unless the context clearly indicates otherwise:

- (a) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown, the Community Association and any other organisation or legal entity;
- (b) **including** and **includes** are not words of limitation;
- (c) the words **at any time** mean at any time and from time to time;
- (d) the word **vary** includes add to, delete from and cancel;
- (e) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this management statement;
- (f) a reference to a natural person includes their personal representatives, successors, and assigns;
- (g) a reference to a corporation includes its successors and assigns;
- (h) a reference to a document is a reference to a document of any kind, including a plan;
- (i) a reference to a body or Authority that ceases to exist is, unless otherwise prescribed by law, a reference to a body or Authority having substantially the same objects as the named body or Authority;
- (j) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (k) a reference to a time is to that time in Sydney;
- (l) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (m) a requirement to do any thing includes a requirement to cause that thing to be done;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) the singular includes the plural and vice-versa; and
- (p) words importing one gender include all other genders.

1.4 By-law headings and the Table of Contents are inserted for convenience and do not affect the interpretation of this management statement.

1.5 If the whole or any part of a provision of a by-law is void, unenforceable or illegal:

- (a) it is severed; and
- (b) the remainder of these by-laws have full force and effect.

This by-law has no effect if the severance alters the basic nature of this management statement or is contrary to public policy.

- 1.6 The Community Association may exercise a right, power or remedy:
- (a) at its discretion; and
 - (b) separately or concurrently with another right, power or remedy.
- 1.7 A single or partial exercise of a right, power or remedy by the Community Association does not prevent a further exercise of that or of any other right, power or remedy.
- 1.8 Failure by the Community Association to exercise or delay by the Community Association in exercising a right, power or remedy does not prevent its exercise later.
- 1.9 Any notice, demand, consent, approval, request or communication under this management statement must be in writing.
- 1.10 Unless a by-law states otherwise, approval by the Community Association under this management statement may be given by:
- (a) the Community Association at a general meeting; or
 - (b) the Executive Committee at a meeting of the Executive Committee.
- 1.11 The Community Association and the Executive Committee may impose conditions if they give an approval under this management statement.

PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

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

2 NATURE OF A COMMUNITY MANAGEMENT STATEMENT

- 2.1 A community management statement is a set of by-laws and plans that regulate the management and operation of a community scheme.
- 2.2 This management statement:
- (a) confers rights and imposes obligations on the Community Association and on the Owners and Occupiers of Community Development Lots; and
 - (b) contains procedures about meetings, financial management and the Maintenance of Community Property.

3 STRUCTURE OF THIS MANAGEMENT STATEMENT

This management statement has 6 parts:

Part 1	This community management statement	By-laws 2 to 4 are about the purpose of this management statement and how it works. The Community Association may vary these by-laws by special resolution unless otherwise stated in this Part 1.
Part 2	Restricted Community Property	By-laws about Restricted Community Property are in this Part 2. The Community Association may vary by-laws in this Part 2 only after the expiry of the Initial Period by special resolution and only with the consent of the person entitled to the benefit of the by-law varied.
Part 3	Mandatory matters	By-laws about many matters including access ways, Community Property, fencing, Garbage, Services, insurance and the Executive Committee are in this Part 3. The Community Association may vary by-laws in this part by special resolution unless otherwise stated in this Part 3.

Part 4	Optional matters	<p>By-laws about many matters including obligations and requirements of the Community Association, Owners and Occupiers, security, trading activity, parking, signs and agreements which may be entered into.</p> <p>The Community Association may vary by-laws in this Part 4 by special resolution unless otherwise stated in this Part 4.</p>
Part 5	By-laws required by Authorities	<p>By-laws required by Authorities.</p> <p>The Community Association may vary by-laws in this Part 5 by special resolution and only with the consent of the Authority that required them.</p>
Part 6	Plans	<p>This part comprises the plans forming part of this management statement.</p>

4 COMPLIANCE WITH THIS MANAGEMENT STATEMENT

The Community Association and each Owner and Occupier must comply with this management statement.

PART 2

RESTRICTED COMMUNITY PROPERTY

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

5 CONDOVER STREET OWNER'S RESTRICTED COMMUNITY PROPERTY

- 5.1 This by-law 5 is a Restricted Community Property By-law. The Community Association can vary it only after the expiry of the Initial Period by special resolution and with the consent of the Condoover Street Owner.
- 5.2 Use of the Restricted Area (**Restricted Community Property**) is restricted to the Condoover Street Owner on the terms set out in this by-law 5. The Condoover Street Owner has the benefit of the Restricted Use Rights set out in this by-law 5, being the right at any time to:
- (a) subject to by-law 5.5, unrestricted access by all means and at all times to and over Restricted Community Property; and
 - (b) carry out any Restricted Activities on the Restricted Community Property; and
 - (c) lock or secure parts of the Restricted Community Property provided that access to the Restricted Community Property is given to the Community Association in accordance with by-law 5.5, either by the Condoover Street Owner:
 - (i) unlocking those parts of the Restricted Community Property; or
 - (ii) providing a key to the Community Association for the required period of access.
- 5.3 No other person except the Condoover Street Owner can have Restricted Use Rights in respect of that part or the whole of Restricted Community Property.
- 5.4 Despite the grant of the Restricted Use Rights, the Community Association must Maintain the Services and associated Service Lines within the Community Property. The Condoover Street Owner must otherwise Maintain the Community Property.
- 5.5 The Condoover Street Owner must:
- (a) take reasonable steps to minimise disturbance to Owners and Occupiers as a result of the carrying out of the Restricted Activities in the Restricted Community Property; and
 - (b) repair any damage to the Restricted Community Property caused by the exercise of its rights under this by-law 5; and

- (c) not do anything that will interfere with Services or Service Lines in the Restricted Community Property existing at or installed after the date of this management statement by the Developer or the Community Association;
- (d) not do anything that will interfere with, or prevent, access by the Community Association to the Restricted Community Property for the purposes of inspecting, Maintaining or installing any Service and associated Service Lines under by-law 12; and
- (e) do all things reasonably necessary to give access to the Community Association to the Restricted Community Property for the purposes of inspecting, Maintaining or installing any Service and associated Service Lines under by-law 12, including temporarily removing any trees, plants or structures planted, installed or erected as a result of the carrying out of the Restricted Activities.

5.6 For the purposes of compliance with section 54 of the Management Act it is noted that there are no matters for inclusion in this by-law 5 relating to the determination, imposition and collection of levies on the Condover Street Owner.

PART 3

MANDATORY MATTERS

6 ACCESS WAYS

- 6.1 There are no open access ways forming part of the Community Property as contemplated under section 41 of the Development Act.
- 6.2 There are no private access ways forming part of the Community Property as contemplated under section 44 of the Development Act.

7 COMMUNITY FACILITIES

Not applicable.

8 INTERFERENCE WITH AND DAMAGE TO PROPERTY

- 8.1 Subject to this management statement, an Owner or Occupier must:
- (a) not use Community Property other than for the intended purpose of such Community Property; and
 - (b) compensate the Community Association for any damage they or any Permitted Person for whom they are responsible cause in Community Property.
- 8.2 Subject to the by-laws in Part 2 of this management statement, an Owner or Occupier must have approval from the Community Association to:
- (a) carry out an activity that may interfere with or damage Community Property or any property in the Community Property;
 - (b) remove equipment or other articles from Community Property; or
 - (c) use or adjust equipment owned by the Community Association but subject to the rights to use that equipment under this management statement; or
 - (d) use Community Property for private use.
- 8.3 Notwithstanding clause 8.2(a), an Owner or Occupier must not plant trees or plants or erect structures which will:
- (a) interfere with or damage Community Property; or
 - (b) risk interfering with or damaging Community Property over time.

9 OBLIGATIONS IN RESPECT OF COMMUNITY PROPERTY

- 9.1 Subject to the by-laws in Part 2 of this management statement, the Community Association must control, manage and Maintain the Community Property.
- 9.2 The Community Association must carry out all Maintenance to Community Property:
- (a) in a proper and workmanlike manner; and
 - (b) promptly, as the need arises.
- 9.3 An Owner or Occupier must:
- (a) subject to by-law 9.4, comply with all directions of the Community Association in relation to the Community Property; and
 - (b) not do or omit to do any act that results or may result in damage or destruction to any part of the Community Property.
- 9.4 An Owner or Occupier must obtain the written approval of the Community Association before that Owner or Occupier does any of the following to Community Property:
- (a) leaves anything on Community Property;
 - (b) obstructs the use of Community Property;
 - (c) uses any part of Community Property for purposes other than those for which the Community Property was constructed or provided;
 - (d) erects any structure on Community Property;
 - (e) attaches any item to Community Property; or
 - (f) alters Community Property.

10 GARBAGE DISPOSAL GENERALLY

An Owner or Occupier must comply with Council requirements for the storage and collection of Garbage.

11 FENCING

- 11.1 Subject to this by-law 11 the *Dividing Fences Act 1991* (NSW) applies to the provision of, and payment for, any fence in the Community Parcel.
- 11.2 Unless it resolves to do so, the Community Association need not provide or pay for any fencing work (as defined in the *Dividing Fences Act 1991* (NSW)) (**Fencing Work**) in the Community Parcel.
- 11.3 The Developer need not provide or pay for any fence in the Community Parcel.

12 SERVICES

- 12.1 The Community Association is responsible for and must Maintain any Service and associated Service Lines in the Community Property for which no Service Provider is responsible.
- 12.2 If a later prescribed diagram is required under section 36(4) of the Development Act because a Service Line is installed in a different position from that shown in the prescribed diagram for the Service Line, the proprietor of any Lot (including the Community Association) that would be burdened by the statutory easement for the Service Line shown must do everything necessary to ensure that the later prescribed diagram is lodged and registered as an amendment of this management statement.
- 12.3 In addition to its powers under the Management Act and elsewhere in this management statement:
- (a) the Community Association has the power under this by-law 12 to (if requested):
 - (i) provide a Private Service to an Owner or Occupier;
 - (ii) arrange for the installation and Maintenance of Service Lines for that Private Service; and
 - (iii) contract with persons to manage all or some of the elements of providing that Private Service; and
 - (b) the Community Association has the power under this by-law 12 to contract with a person to:
 - (i) provide a Private Service to an Owner or Occupier; and
 - (ii) install and Maintain the Service Lines for that Private Service.
- 12.4 An Owner or Occupier must not:
- (a) unless they have the prior consent of the Community Association, carry out any works that interfere with Private Services; or
 - (b) obstruct or prevent access to, overload or damage Private Services.
- 12.5 For the purposes of this by-law 12:
- (a) in an emergency, the Community Association may enter a Lot at any time; and
 - (b) in a case that is not an emergency, the Community Association may enter a Lot after giving reasonable notice.
- 12.6 It is possible the Community Association will exercise a power under this by-law 12 during the initial period.
- 12.7 If section 24 of the Management Act applies to the exercise of a power under this by-law 12, the effect of that exercise is described in this by-law 12 for the purpose of that section.
- 12.8 The Community Association may exercise a power under this by-law 12 by ordinary resolution.

13 INSURANCE OBLIGATIONS

- 13.1 The Community Association must take out any insurance required under the Management Act.
- 13.2 Each year at its annual general meeting the Community Association must review:
- (a) the insurance policies it has effected; and
 - (b) whether it needs to effect new policies.
- 13.3 Each year the secretary of the Community Association must include a motion on the agenda for the annual general meeting of the Community Association to decide if it should confirm or change its insurance policies.
- 13.4 The Community Association must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Community Association or Community Property.
- 13.5 The Community Association must have Community Property valued for insurance purposes at least every 5 years and, as soon as practicable after receipt of the valuation, increase the insurance cover to an amount not less than the valuation if the existing sum insured is less than the valuation amount.
- 13.6 Valuations under this by-law 13 must be carried out by a qualified valuer or quantity surveyor who has:
- (a) a minimum of 5 years' experience as a valuer or quantity surveyor; and
 - (b) experience in valuing for insurance purposes the community property of community schemes.

14 AMOUNTS PAYABLE BY OWNERS

- 14.1 An Owner of a Community Development Lot must pay:
- (a) contributions levied under this management statement, the Management Act and the Development Act when they fall due; and
 - (b) on demand any costs, charges and expenses of the Community Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under this management statement in relation to that Owner or the Occupier of that Owner's Community Development Lot.
- 14.2 An Owner or Occupier must comply at their cost and on time with this management statement.
- 14.3 If a contribution or amount payable under this management statement or the Management Act or Development Act is not paid when due, then interest is payable under section 20A(1) of the Management Act.
- 14.4 Nothing in this by-law 14 prevents the Community Association from recovering as a debt any amount as a consequence or any amount not being paid when due including any interested calculated under this by-law 14 and any legal or other costs incurred in enforcing this by-law.

14.5 A certificate signed by the Community Association or the secretary of the Executive Committee about a matter or a sum payable to the Community Association is, in the absence of a manifest error, prima facie evidence of:

- (a) the amount; or
- (b) any other fact stated in that certificate.

15 THE EXECUTIVE COMMITTEE AND ITS OFFICERS

15.1 The officers of the Executive Committee of the Community Association are the secretary, the treasurer and the chairperson.

15.2 The same person may be appointed to hold one or more of the roles referred to in by-law 15.1.

15.3 The functions of the secretary are to:

- (a) convene, prepare agendas for and send notices for meetings of the Community Association and the Executive Committee;
- (b) prepare and distribute minutes of meetings of the Community Association and the Executive Committee;
- (c) give notices under this management statement and the Management Act on behalf of the Community Association and the Executive Committee;
- (d) supply certificates about contributions, insurance and matters referred to in clause 2 of schedule 4 of the Management Act;
- (e) answer communications sent to the Community Association and the Executive Committee;
- (f) perform administrative and secretarial functions for the Community Association and the Executive Committee; and
- (g) keep records for the Community Association and the Executive Committee according to this management statement and the Management Act.

15.4 The secretary may be assisted in the discharge of the functions of the secretary and may appoint and enter into an agreement with the Managing Agent to assist the secretary to perform its functions.

15.5 The functions of the treasurer are to:

- (a) send notices of contributions to members of the Community Association;
- (b) collect contributions from members of the Community Association;
- (c) receive, acknowledge, bank and account for contributions and other money paid to the Community Association;
- (d) prepare certificates about contributions, insurance and matters referred to in clause 2 of schedule 4 of the Management Act;

- (e) keep accounting records for the Community Association according to the Management Act; and
 - (f) prepare financial statements according to the Management Act.
- 15.6 The treasurer may be assisted in the discharge of the functions of the treasurer and may appoint and enter into an agreement with the Managing Agent to assist the treasurer to perform its functions.
- 15.7 The chairperson is to preside at meetings of the Community Association and the Executive Committee at which the chairperson is present.
- 15.8 A member of the Executive Committee is not liable for any loss or damage caused by their actions as a member of the Executive Committee unless they acted fraudulently or negligently.
- 15.9 A member of the Executive Committee is:
- (a) not entitled to any remuneration for the performance of their functions; and
 - (b) is entitled to reimbursement for reasonable out of pocket expenses incurred by them in the performance of their functions.
- 15.10 The Managing Agent may be appointed by the Community Association to carry out the role of secretary, treasurer, chairperson and any other officer.

16 MEETINGS OF EXECUTIVE COMMITTEE

- 16.1 Meetings of the Executive Committee must be convened by any member of the Executive Committee if the member is asked to convene a meeting by another member of the Executive Committee.
- 16.2 The member of the Executive Committee must convene the meeting:
- (a) within the time asked for; or
 - (b) if no specific time was asked for, within 14 days of being asked.
- 16.3 Subject to the Management Act and this management statement, the Executive Committee may meet to conduct business, adjourn and otherwise regulate meetings as it thinks fit.
- 16.4 An Owner or if the Owner is a corporation, the company nominee of an Owner, may:
- (a) attend a meeting of the Executive Committee; and
 - (b) address a meeting of the Executive Committee but only if the Executive Committee agrees.
- 16.5 The secretary or the member of the Executive Committee who convenes a meeting of the Executive Committee must give:
- (a) each member of the Executive Committee; and
 - (b) each member of the Community Association,

notice at least 48 hours before the meeting. The notice must include:

- (c) the time, date and venue of the meeting; and
- (d) the agenda for the meeting.

16.6 Notices under this by-law 16 must be given to the member of the Executive Committee or the member of the Community Association:

- (a) personally to the member of the Executive Committee or the member of the Community Association;
- (b) by post or hand delivery to the address shown for the member of the Executive Committee or the member of the Community Association shown in the Community Association's roll;
- (c) by e-mail to the e-mail address of the member, if an e-mail address has been provided by the member; or
- (d) by placing the notice of the meeting on the Noticeboard at least 48 hours before the meeting.

16.7 The agenda for a meeting of the Executive Committee must include details of all the business the Executive Committee will deal with at the meeting. The Executive Committee cannot deal with business that is not on the agenda for the meeting.

16.8 The Executive Committee may vote on motions in writing if:

- (a) notice of the Executive Committee meeting and an agenda have been given in accordance with by-law 16;
- (b) the secretary of the Executive Committee or the member of the Executive Committee who convenes the meeting has given each member of the Executive Committee a voting paper; and
- (c) a majority of the members of the Executive Committee complete and return their voting paper to the secretary of the Executive Committee or the member of the Executive Committee who convenes the meeting before the meeting commences.

16.9 The secretary or the member of the Executive Committee who convenes a meeting of the Executive Committee, including meetings where decisions are made in writing under by-law 16.8, must give a copy of the minutes of the meeting to:

- (a) each member of the Executive Committee; and
- (b) each member of the Community Association,

within 14 days after the meeting.

16.10 Minutes of a meeting of the Executive Committee must be given:

- (a) personally to the member of the Executive Committee or the member of the Community Association;

- (b) by post or hand delivery to the address shown for the member of the Executive Committee or the member of the Community Association shown in the Community Association's roll;
- (c) by e-mail to the e-mail address of the member, if an e-mail address has been provided by the member; or
- (d) by placing the minutes of the meeting on the Noticeboard.

16.11 The Executive Committee must keep copies of agendas for and minutes of its meetings, including meetings where decisions are made in writing under by-law 16.8:

- (a) with the books and records of the Community Association; and
- (b) for at least 7 years from the date of the meeting or for the period the Management Act requires the Community Association to keep its meeting records.

17 AGREEMENTS BY COMMUNITY ASSOCIATION

17.1 In addition to its powers under the Management Act and elsewhere in this management statement, the Community Association has power under this by-law 17 to enter into agreements of all kinds in connection with:

- (a) the provision of:
 - (i) management, operational, Maintenance, cleaning, security, caretaking and other services for Community Property;
 - (ii) services and amenities to Owners and Occupiers; and
 - (iii) services and amenities to Community Property; and
- (b) any other matter or thing which the Community Association believes to be in the interest and for the benefit of the Community Scheme and Owners and Occupiers or the general public or both.

17.2 It is possible an agreement will be entered into under this by-law 17 during the initial period.

17.3 If section 24 of the Management Act applies to an agreement entered into under this by-law 17, the effect of that agreement is disclosed in this by-law 17 for the purposes of that section.

17.4 The Community Association may exercise its power under this by-law 17 by ordinary resolution.

PART 4

OPTIONAL MATTERS

18 RESPONSIBILITY OF OWNERS AND OCCUPIERS FOR OTHERS

18.1 An Owner or Occupier must:

- (a) use reasonable endeavours to ensure their visitors comply with this management statement; and
- (b) cause their visitors to leave the Community Parcel if they do not comply with this management statement.

18.2 If an Owner or Occupier leases or licenses their Lot (or part of their Lot) the Owner or Occupier must:

- (a) give their tenant or licensee a copy of this management statement;
- (b) use reasonable endeavours to ensure their tenant or licensee and their tenant's or licensee's visitors comply with this management statement; and
- (c) take all action reasonably available to them, including action under the lease or licence agreement, to make the tenant or licensee comply with this management statement or make the tenant or licensee leave the Community Parcel.

18.3 An Owner or Occupier must not allow another person to do anything they are not themselves entitled to do under this management statement.

19 FIRE CONTROL

19.1 An Owner or Occupier must comply with laws about fire control.

19.2 Subject to the requirements of Authorities, an Owner or Occupier may keep flammable materials in their Lot if they use the materials in connection with the lawful use of their Lot.

19.3 An Owner or Occupier must not:

- (a) keep flammable materials in Community Property;
- (b) interfere with safety equipment; or
- (c) obstruct fire stairs or fire escapes.

19.4 The Community Association must:

- (a) take reasonable steps to prevent fires and other hazards in Community Property; and
- (b) comply with laws about fire control.

The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel except if the Community Association or its employees, contractors or agents are negligent.

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PART 5

BY-LAWS REQUIRED BY AUTHORITIES

[HR Note: Part 5 sets out by-laws that are required by statutory authorities (e.g. Council). We will keep this as a placeholder and revisit this once development consent conditions for the subdivision are obtained.]

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PART 6

CONCEPT PLAN

[HR note: You will need to arrange for the surveyor to prepare this plan. The purpose of the Concept Plan is to show that part of the Lot 1 Community Property that will be the subject of the restricted use rights benefiting the Condo over Street Owner at Part 2 of this management statement.]

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Execution Page

Signed, sealed and delivered

by **Susan Grace Sands** in the presence of:

.....
Signature of Witness

.....
Signature

.....
Name of Witness

.....
Address of Witness

Signed, sealed and delivered

by **Adrian Whyte McGregor** in the presence of:

.....
Signature of Witness

.....
Signature

.....
Name of Witness

.....
Address of Witness

Signed sealed and delivered by)
as attorney for Macquarie Bank Limited (ACN 008)
583 542) under registered power of attorney)
Book No dated)
and the attorney has no knowledge of revocation)
of that power:)

.....
Signature of Witness

.....
Signature of Attorney

.....
Name of Witness

.....
Address of Witness

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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:

DRAFT