

**Approved Form 28**

**Community Land Development Act**

**Community Management Statement**

**WARNING**

The terms of this management statement are binding on the community association, each subsidiary scheme 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

### Definitions

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

**Access Ways** means the Open Access Ways and Private Access Ways.

**Access Way Plan** means the plan in Schedule 2.

**Annual General Meeting** or **General Meeting** means a general meeting as convened and held in accordance with Division 2 of Part 2 of the Management Act.

**Approved Structure** means any Structure approved in accordance with this Management Statement.

**Association** means the Community Association.

**Association Committee** means the association committee constituted for the Community Association under the Management Act.

**Bins** means [the garbage and recycling receptables provided by Council for the disposal of Waste.](#)

**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 feature on:

- (a) a Lot; or
- (b) Community Property.

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

**Community Association** means the community association created on registration of this Management Statement.

**Community Parcel** means the land the subject of the Community Scheme.

**Community Plan** means the community plan registered with the Management Statement.

**Community Property** means the community property of the Community Scheme.

**Community Scheme** means:

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

**Community Titles Legislation** means the Development Act and the Management Act.

**Council** means the Northern Beaches Council.

**Design Controls** means the book of guidelines prepared by or on behalf of the Developer as may be amended by the Community Association which will be kept at the registered office of the Developer and by the Community Association.

**Design Review Committee** means a committee established under By-law 2 to hear and make a decision on any application for approval in accordance with this Management Statement.

**Developer** means Sekisui House Services (NSW) Pty Limited ACN 119 550 220 or its nominee(s).

**Developer's Associates** means:

- (a) the Developer's officers, employees, agents and contractors; and
- (b) other persons authorised by the Developer.

**Development Act** means the *Community Land Development Act 2021* (NSW).

**Development Activities** means:

- (a) any form of road or drainage construction, water, sewer, power, earthworks, clearing, telephone, gas, demolition, building or other work ancillary to or associated with demolition or building work in the Community 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 Community Scheme;
- (c) the use of any part of the Community Scheme in connection with the work referred to in paragraphs (a) and (b) of this definition;
- (d) marketing and Sales Activities including the erection and retention of signage and banners on the Community Parcel;
- (e) the exercise of any discretion given to the Developer under this Management Statement;
- (f) development of the Community Scheme in stages; and
- (g) the subdivision of land forming part of the Community Parcel.

**Development Consent** has the meaning given to the term 'development consent' under the *Environmental Planning and Assessment Act 1979* (NSW).

**Garage** means a building or that part of a building used for storing a motor vehicle or vehicles.

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

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

**Letting Service** means in relation to a Lot the arrangement of leases, licences or arrangements for the occupation of the Lot and the provision of any associated service.

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

**Management Act** means the *Community Land Management Act 2021* (NSW).

**Management Statement** means this community management statement.

**Managing Agent** means an agent appointed under section 53 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.

**Open Access Way** means the Community Property areas designated as open access ways in the Access Way Plan.

**Prescribed Diagram** means the diagram contained in Schedule 1 relating to the Service Lines within the Community Plan and prescribed in section 32 of the Development Act.

**Private Access Way** means the Community Property areas designated as private access ways in the Access Way Plan, if any.

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

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

**Secretary** means the secretary of the Community 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 and 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 Community Property provided by a Service Provider.

**Structure** means any building or other built form.

**Waste** means domestic waste, materials (not of a kind prohibited under any State or Federal statute) which includes garbage, recyclables, general clean up, vegetation clean up and any other domestic waste materials Council has arranged to collect.

## 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.

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 Community 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 Community 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

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 of the *Community Land Management Act 2021*).

### 1. By-law 1 Design Controls

#### 1.1 Binding Effect

- (a) The Design Controls for this Management Statement:
  - (i) will apply for a period ending 10 years after the date of registration of the Community Plan;
  - (ii) bind:
    - (A) the Community Association; and
    - (B) each owner, occupier, mortgagee in possession and/or lessee of a Lot.
- (b) Each party referred to in By-law 1.1(a) is bound by the Design Controls to the extent it is applicable to their respective Lots or property.
- (c) To avoid doubt, By-laws 1 to 7 inclusive, By-Law 11(b)(iii) and By-Law 22(b)(iv) will cease to apply after the period ending 10 years after the date of registration of the Community Plan.

### 2. By-law 2 Design Review Committee

#### 2.1 Functions

- (a) The Design Review Committee must review all applications submitted in accordance with this Management Statement.
- (b) The Design Review Committee must determine an application within 42 calendar days of receiving it.
- (c) The Design Review Committee may also perform any other duties assigned to it by the Association Committee.
- (d) The Design Review Committee may from time to time appoint one or more of its members to perform specified functions of the Design Review Committee.
- (e) The Design Review Committee may engage the services of an external consultant to assist the Design Review Committee in fulfilling its functions.

#### 2.2 Constitution

- (a) A Design Review Committee will be constituted by:
  - (i) the Developer's nominee(s) whilst the Developer owns a Lot in the Community Scheme or for the period ending 10 years after the date of registration of the Community Plan whichever is the later; and

- (ii) after that period, at least 3 members and not more than 6 members appointed by the Community Association each being an owner of a Lot in the Community Scheme.
- (b) Where there are inadequate owners of Lots in the Community Scheme who agree to be members of the Design Review Committee under By-law 2 (a)(ii) the Design Review Committee can be constituted by persons who do not own a Lot in the Community Scheme in their place.

### **2.3 Appointment and Removal**

- (a) Each member of the Design Review Committee holds office until another person is appointed to take that member's place.
- (b) While By-law 2.2(a)(ii) applies, the Community Association may appoint any member to the Design Review Committee and may remove any member of the Design Review Committee appointed by it and fill a vacancy in respect of any member of the Design Review Committee appointed by it, except that the number of members must always be at least three.

## **3. By-law 3 Design Review Committee Meetings**

### **3.1 Convening**

The Design Review Committee will convene and hold meetings whenever necessary to perform its functions. Meetings may be held in person, by written vote or electronically.

### **3.2 Quorum**

- (a) While By-law 2.2(a)(i) operates there is no requirement for a quorum.
- (b) While By-law 2.2(a)(ii) operates, a quorum for a meeting of the Design Review Committee is three members.

### **3.3 Determinations**

- (a) Determinations must be made by a majority of votes of members present at a meeting, each member being entitled to one vote of equal value to each other vote.
- (b) While By-law 2.2(a)(ii) operates, if there is an equality of votes the chairperson has a casting vote.

### **3.4 Compensation for Members**

Members of the Design Review Committee are entitled to:

- (a) reimbursement for reasonable out of pocket expenses incurred in the performance of their duties; and
- (b) other amounts determined by the Community Association in a General Meeting as compensation for the services they perform.

### **3.5 Minutes and Records**

- (a) The Design Review Committee must keep and retain minutes of its meetings and records of its decisions permanently in a form approved by the Community Association.

- (b) All minutes of Design Review Committee meetings, and all records of decisions made by the Design Review Committee must be made available to owners of lots within the Community Scheme upon request.

### **3.6 Exemption from Liability**

Except for fraud or negligence, a member of the Design Review Committee will not be liable for any loss or damage occurring by reason of acting as a member of the Design Review Committee.

## **4. By-law 4 Applications to Design Review Committee**

### **4.1 Building Works**

- (a) Approval for all Building Works from the Design Review Committee must be received prior to lodgement of:
  - (i) a development application with Council; or
  - (ii) an application for a complying development certificate with Council or a registered certifier.
- (b) No Building Works may occur until plans and specifications for it have been approved by the Design Review Committee as to:
  - (i) suitability and/or quality of design, colour, materials, and features;
  - (ii) location and elevation in relation to existing Approved Structures;
  - (iii) harmony with existing Approved Structures;
  - (iv) removal and/or alteration of existing Approved Structures; and
  - (v) impact on new and existing services to Lots.

### **4.2 Form of Application**

- (a) The plans and specifications of Building Works submitted to the Design Review Committee for approval under By-law 4.1(b) must show the nature, shape, height, width, colour, size, materials and location of the Building Works in accordance with the Design Controls.
- (b) In order to make a determination in relation to Building Works, the Design Review Committee may require an applicant to provide further information.

### **4.3 Determination**

The Design Review Committee's determinations regarding Building Works must be reasonable and made solely on the matters set out in:

- (a) the By-laws; and
- (b) Design Controls.

### **4.4 Approval Subject to Conditions**

The Design Review Committee may:

- (a) endorse or reject any application for Building Works;

- (b) impose conditions on its approval of Building Works including conditions in relation to the time for commencement and completion of Building Works;
- (c) require an applicant to deposit with the Community Association a bond (in an amount determined by the Design Review Committee) to be:
  - (i) held by the Community Association on account of any damage; and
  - (ii) applied in whole or part to the cost of rectifying damage,
 that may be or is caused to Community Property as a result of the Building Works; and/or
- (d) require the payment of a fee for determining the application, including, but not limited to, a fee to recover any costs incurred in determining the application.

#### **4.5 Effect of Delay or Inaction**

Any delay, inaction or other failure by the Design Review Committee to make a determination about an application for Building Works does not avoid the need for approval.

#### **4.6 Other Approvals**

- (a) The approval by the Design Review Committee of an application for Building Works does not avoid the need for any other necessary approvals or consents from relevant statutory authorities.
- (b) Any other approvals or consents from relevant statutory authorities to Building Works do not avoid the need for consent from the Design Review Committee.

#### **4.7 Developer Exempt**

This By-law 4 does not apply to Building Works conducted or proposed to be conducted by the Developer whilst ever By-law 2.2(a)(i) operates and the Developer or its nominee constitutes the Design Review Committee.

### **5. By-law 5 Amendment of Design Controls**

- (a) The Design Controls may be amended by the majority vote of the Design Review Committee.
- (b) The owner of a Lot in the Community Scheme may apply to the Community Association for the amendment of the Design Controls that apply to that owner's Lot.
- (c) All applications made under By-law 5(b) must be made in writing to the Community Association and must include such details as are prescribed from time to time that describe the proposed amendments by the Community Association.
- (d) The Community Association must, after having obtained from the applicant all prescribed and other information reasonably necessary to enable it to consider an application, refer the application to the Design Review Committee.
- (e) Despite any other provision of this Management Statement, any proposed amendment to the Design Controls during the time which the Developer or its nominee constitutes the Design Review Committee under By-law 2.2(a)(i), requires the written consent of the Developer or its nominee.

## **6. By-law 6 Interference with Community Property**

The owner or occupier of a Lot must:

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

## **7. By-law 7 Specific Attachments to Structures & External Appearance**

### **7.1 Attachments to Structures**

- (a) The owner or occupier of a Lot must not, except with the prior written consent of the Design Review Committee, affix, exhibit, install or attach to the outside of a building or Structure on a Lot any other item, including but not limited to:
  - (i) bars, shutters, blinds, screens, canopies, awnings, security doors or other security devices;
  - (ii) any television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device;
  - (iii) any solar energy collector panels and associated equipment;
  - (iv) any energy conservation equipment;
  - (v) a solar hot water system and/or associated equipment;
  - (vi) satellite dishes; or
  - (vii) any sign, advertisement, name or notice.
- (b) The restrictions and prohibitions in By-law 7.1(a) do not apply to the Developer.
- (c) The Developer may affix and exhibit signs, advertisements, names or notices to the outside of a building or Structure on a Lot:
  - (i) incidental to the performance of the Development Activities; or
  - (ii) for the purpose of the sale, leasing or licensing of Lots.

### **7.2 External Appearance**

Excluding the Developer, the owner or occupier of a Lot must not construct, install, store or maintain on or in a Lot anything which can be seen from outside the Lot that in the reasonable opinion of the Community Association is not in keeping with the appearance of the buildings and Landscaping in the Community Scheme without first obtaining the written approval of the Community Association.

## Part 2 Association Property Rights

These by-laws may only be amended after 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 of the *Community Land Management Act 2021*).

### 8. By-law 8 Development in Stages and Use of Community Property

#### 8.1 Rights and Obligations

- (a) The Developer has special privileges in respect of the whole of the Community Property and the Service Lines owned by the Community Association on the terms set out in this By-law.
- (b) The Developer's rights under this By-law in respect of the Community Property or any part of the Community Property will cease on the earlier of the dates when the Developer:
  - (i) ceases to own a Lot; or
  - (ii) serves on the Community Association a notice informing the Community Association that Development Activities on the Community Property or part of the Community Property (as the case may be) have ceased.
- (c) The Developer will have the following special privileges, which may be exercised at any time, for the purpose of completing the development of the Community Property and Lots or adjoining lands in stages and/or carrying out Development Activities:
  - (i) unrestricted access by foot or Motor Vehicles over Community Property;
  - (ii) the right to park Motor Vehicles and equipment on Community Property;
  - (iii) the right to place on or attach to Community Property temporary offices, sheds, depots, building materials, cranes and other equipment;
  - (iv) the right to construct and install Services in Community Property;
  - (v) the right to connect Services within Community Property;
  - (vi) the right to attach and place marketing and advertising signs, placards, banners, notices or advertisements on the Community Property;
  - (vii) the right to secure any part of the Community Property and/or conduct security activities on the Community Property;
  - (viii) the right to conduct Sales Activities on the Community Property;
  - (ix) the right to construct and maintain the Access Ways;
  - (x) the right to create easements burdening and benefiting Community Property;
  - (xi) the right to carry out building works and development construction and works in its discretion;
  - (xii) the right to carry out demolition work, building and associated works;
  - (xiii) the right to subdivide land in the Community Scheme; and

- (xiv) the right to do anything the Developer considers necessary to develop the Community Scheme.

## **8.2 Persons entitled to exercise**

The Developer's rights under this By-law may be exercised by the Developer and the Developer's Associates.

## **8.3 Exclusive Use**

Whilst ever any part of the Community Property is being used by the Developer or any of the Developer's Associates in accordance with this By-law, the Developer will have exclusive use and enjoyment of that part of the Community Property.

## **8.4 Hours**

The rights under this By-law may be exercised at any time, subject to any applicable Development Consent.

## **8.5 Access**

The Developer and the Developer's Associates may access the Community Property or any part of it from any Lot owned by the Developer and/or from any public road.

## **8.6 Maintenance Obligations**

- (a) Subject to By-law 8.6(b), the Community Association will remain responsible for properly maintaining and keeping in a state of good and serviceable repair the whole of the Community Property and the Service Lines owned by the Community Association.
- (b) The Developer must make good any damage to the Community Property or the Service Lines owned by the Community Association caused by the Developer in exercising its rights under this By-law.

## **8.7 Levies**

- (a) There are no levies or other amounts payable by the Developer in connection with the Developer's rights under this By-law or the exercise of those rights.
- (b) Any levies payable under the Management Act by:
  - (i) the Developer; or
  - (ii) an owner of a Lot,

are not affected by the Developer's rights under this By-law or the exercise of those rights.

## Part 3 Mandatory Matters

### 9. By-law 9 Access Ways

#### 9.1 Means of Access

- (a) Access to some areas of the Community Scheme may be by way of the Access Ways.
- (b) The Community Association is responsible for the control, management, operation, maintenance and repair of the Access Ways.
- (c) The Community Association must impose contributions on the owners of Lots for the cost of the control, management, operation, maintenance and repair of the Access Ways.

#### 9.2 Permitted Users

The following persons may use the Access Ways:

- (a) the Community Association;
- (b) the owners and occupiers of Lots;
- (c) Council; and
- (d) members of the general public.

#### 9.3 Effect on Restricted Community Property

The rights of any person entitled to use the Access Ways set apart in this Management Statement are subject to and subordinate to the rights of the Developer under By-law 8.

### 10. Permitted Uses of Special Facilities on the Community Property

#### 10.1 Management and Maintenance Generally

- (a) The Community Association is responsible for the maintenance of all Community Property.
- (b) The Community Association is to engage appropriately qualified persons to undertake maintenance activities of:
  - (i) all roads;
  - (ii) all Landscaping;
  - (iii) all Structures;
  - (iv) all lighting fixtures; and
  - (v) all public facilities;located on Community Property.
- (c) The works are to be paid for from the levies collected from Lot owners within the Community Scheme.



- (d) Maintenance activities are to be carried out on a regular basis or as required so as to consistently ensure a high level of presentation of Community Property.

## 11. By-law 11 Internal Fencing

- (a) The following By-law on fencing is necessary to preserve the theme and essence of the Community Scheme.
- (b) An owner or occupier of a Lot may not:
  - (i) construct a fence on the front street alignment of any Lot or between the front street alignment of any Lot and the building line for that Lot as fixed by the Council; or
  - (ii) replace any fence in a Lot unless:
    - (A) the materials are of the same standard, colour and quality as those of the fence as originally constructed; and
    - (B) the location of the replacement fence is the same as the location of the fence as originally constructed; or
  - (iii) construct any new fence in a Lot or the Community Property without the prior written consent of the Design Review Committee.

## 12. By-law 12 Garbage

- (a) 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.
- (b) The owner or occupier of a Lot is responsible to ensure that garbage and recyclable goods from the owner or occupier's [receptacle-Bin](#) is made available for collection by the Council's garbage collectors.
- (c) The Community Association is responsible for ensuring that garbage and recyclable goods from any Community Property is made available for collection by the Council's garbage collectors.
- (d) The location of [bins-Bins](#) for the collection of garbage and recyclable goods in front of, adjacent to, adjoining or opposite Lots shall be as directed by Council from time to time.
- (e) 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-receptacleBins](#) must be promptly removed from the collection point and stored within the Lot.
- (f) No [garbage-or-recyclable-goodsBins](#) are to be stored on any Lot so as, in the opinion of the Community Association, to become a nuisance, visually obtrusive, offensive or a danger to health.
- (g) No [garbage-or-recyclable-goods-receptacleBins](#) may be stored in a location visible from the street or Community Property.
- (h) The Community Association must enter into any agreements with the Council or any other governmental authority in order to facilitate [waste-Waste](#) collection for the Community Scheme.

- (i) The Community Association and any owners or occupiers of any Lots must allow the Council access to the Community Property for the purposes of garbage collection.

### 13. By-law 13 Services

- (a) This Management Statement includes where so provided a Prescribed Diagram in respect of the following Statutory Services:
  - (i) sewer provided by Sydney Water;
  - (ii) gas provided by [Jemena];
  - (iii) electrical services provided by [Ausgrid];
  - (iv) telecommunications provided by [TBA].

**[Drafting note: The above service providers are subject to change]**
- (b) Subject to By-law 13(d) on installation of a Service Line, a statutory easement will be created over the parts of the Community Property for the provision of Services through Service Lines if necessary and may be used in conjunction with activities on a Lot.
- (c) The Service Providers and other owners of Service Lines will maintain and repair their respective Service Lines.
- (d) 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 effect of the relocation of the Service Line(s) on a Lot or Lots.
- (e) For the avoidance of doubt, any authority owned services as provided for in this By-law 13 can be run through the roadways within the Community Property.

### 14. By-law 14 Insurance

- (a) Every notice of an Annual General Meeting must:
  - (i) include a form of motion to decide whether insurances effected by the Community Association should be confirmed, varied or extended; and
  - (ii) 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 Community Property made by a qualified valuer.
- (b) The Community Association must immediately effect new insurances or vary or extend existing insurances if there is an increased or new risk to Community Property.
- (c) The Community 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.
- (d) An owner or occupier of a Lot must not, except with the prior written approval of the Community Association, do anything that might prejudice the insurances effected by the Community Association or increase any insurance premium payable by the Community Association.

## Part 4 Optional Matters

### 15. By-law 15 Association Committee

The Association Committee of the Community Association must be established and function in accordance with Part 3 of the Management Act.

### 16. By-law 16 Behaviour of Persons

- (a) An owner or occupier of a Lot must not:
  - (i) make noise or behave in a way that might reasonably interfere with another owner or occupier or any other person;
  - (ii) use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another Lot or to any person;
  - (iii) obstruct a person's legal use of Community Property;
  - (iv) use equipment that interferes with equipment or appliances used by other owners or occupiers;
  - (v) do anything which might damage the good reputation of the Community Scheme; or
  - (vi) do anything that is illegal.
- (b) An owner or occupier of a Lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or any person lawfully using the Community Property.

### 17. By-law 17 Restrictions on Parking and driving vehicles

- (a) An owner or occupier of a Lot must not park a Motor Vehicle on any part of the Community Scheme except:
  - (i) in a Garage or car space on the owner or occupier's own Lot; or
  - (ii) on parts of the Community Property designated by the Community Association from time to time as areas for parking a Motor Vehicle.
- (b) An owner or occupier of a Lot must not park a boat, caravan or a trailer on any part of the Community Property, or on any part of the Community Parcel so as to be visible from the street.
- (c) A Motor Vehicle may not be driven in the Community Parcel:
  - (i) at more than any speed limit determined by the Neighbourhood Association and Council (as the case may be);
  - (ii) unless the Motor Vehicle is registered;
  - (iii) unless the driver has a current licence to drive the Motor Vehicle; and
  - (iv) if the Motor Vehicle is unreasonably noisy or produces an unreasonable quantity of fumes.

## **18. By-law 18 Community Association's Right to Enter into Contracts**

The Community Association may, on its own behalf, contract with third parties to:

- (a) provide management, operational, maintenance and other services in connection with Community Property;
- (b) provide transport services inside and outside the Community Scheme (to the owners or occupiers of Lots);
- (c) provide a Letting Service to owners of Lots; and
- (d) provide other services or amenities to Community Property and/or the owners or occupiers of Lots.

## **19. By-law 19 Right to Maintain Services**

- (a) Subject to section 119 of the Management Act, the Community 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.
- (b) The Community Association must give the owner or occupier of a Lot reasonable notice of entry under this By-law.
- (c) In an emergency the Community Association and persons authorised by it may enter a Lot at any time without notice.

## **20. By-law 20 Control of Lessees and Licensees**

An owner whose Lot is the subject of a lease or licence agreement must:

- (a) provide the lessee or licensee with a copy of this Management Statement; and
- (b) 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 Community 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.

## **21. By-law 21 Owner and Occupier Responsible for Others**

- (a) 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.
- (b) 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.
- (c) 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 Community Scheme and/or the Lot and request that person to leave the Community Scheme and/or the Lot.

## **22. By-law 22 Maintenance**

- (a) An owner or occupier of a Lot must keep their Lot clean and tidy and in good repair and condition.

- (b) An owner or occupier of a Lot must carry out all maintenance and repairs to the exterior of any building or other structure on the Lot and to any Landscaping on the Lot:
  - (i) in a proper and workmanlike manner;
  - (ii) promptly;
  - (iii) to the reasonable satisfaction of the Community Association; and
  - (iv) in compliance with the Design Controls.

### **23. By-law 23 Signage**

- (a) An owner or occupier of Lot must not, without the prior written approval of the Association Committee, erect or maintain a sign, placard, banner or notice (but excluding a "For Sale" or "For Lease" sign) which is visible from any other part of the Community Parcel.
- (b) This by-law does not apply to the Developer whilst ever it owns a Lot.

### **24. By-law 24 Keeping of Animals**

- (a) An owner or occupier of a Lot may not, without the prior written approval of the Association Committee, keep an animal in the Community Parcel except if it is:
  - (i) two dogs or two cats (but not both at the same time); or
  - (ii) a small caged bird (not an aviary); or
  - (iii) fish in a tank.
- (b) If an owner or occupier of a Lot may under this By-law 24 keep an animal in the Community Parcel, then the owner or occupier:
  - (i) must ensure that the animal is at all times kept under control and usually in their Lot;
  - (ii) must ensure that the animal does not enter any part of the Community Parcel designated by the Association Committee as an area in which animals may not enter and when the animal is in any part of the Community Parcel other than their Lot, that the animal is accompanied by the owner or occupier or other responsible person;
  - (iii) must, when the animal is in any part of the Community Parcel other than their Lot, keep the animal appropriately under control;
  - (iv) is liable to the owners or occupiers of other Lots and any other person lawfully in the Community Parcel for:
    - (A) any noise caused by the animal that is disturbing to an extent which is unreasonable; and
    - (B) damage to or loss of property or injury to any person caused by the animal; and
  - (v) is responsible for promptly cleaning up after the animal has disturbed or soiled any part of the Community Parcel; and

- (vi) must remove the animal from the Community Parcel, if, in the opinion of the Association Committee (reasonably held), the owner or occupier is not complying with this By-law 24 and the Association Committee so requests..
- (c) This By-law 24 does not prevent the keeping of a dog used as a guide, hearing dog or medical assistance dog.

## **25. By-law 25 Hanging of washing**

An owner or occupier of a Lot must not hang any washing, bedding or other articles of a similar nature on any balcony of a Lot or in any area visible from any Community Property or the surrounding streets or public spaces.

## **26. By-law 26 Community Association Right to Remedy**

- (a) The Community 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.
- (b) The Community Association may take possession of and/or remove from the Community Scheme property (including Motor Vehicles) that is on it in breach of the By-laws or the Rules.
- (c) The Community 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.
- (d) The Community 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.
- (e) The notified owner or occupier must:
  - (i) give the Community Association (or persons authorised by it) access to the Lot according to the notice at that owner or occupier's cost; and
  - (ii) pay the Community Association its costs for doing the work.
- (f) The Community Association's powers under this By-law are in addition to those they have under the Management Act.

## **27. By-law 27 Right to Recover Money**

The Community Association may recover any money owing to it under the By-laws as a debt.

## **28. By-law 28 Reimbursement of Cost, Charges and Expenses**

- (a) An owner or occupier of a Lot must pay or reimburse the Community Association on demand the costs, charges and expenses of the Community Association of the contemplated or actual enforcement, or preservation of, any rights under the By-laws in relation to the owner or occupier.
- (b) The costs, charges and expenses under By-law 28(a) will 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.

## **29. By-law 29 Interest on Overdue Money**

- (a) An owner or occupier of a Lot must pay the Community Association interest on any amount, other than a contribution levied by the Community Association under the Management Act, which has become due for payment and remains unpaid from and including the date it became due for payment.
- (b) During the period that an amount under By-law 29(a) remains unpaid, interest will 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 15% per annum from the 91st day from the date the amount was owing until the amount has been paid.

## **30. By-law 30 Compliance with Rules**

- (a) 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.
- (b) Subject to any association property rights By-laws contained in this Management Statement, the Community Association may make additional Rules relating to the control, management, operation, use and enjoyment of any part/s of the Community Scheme.
- (c) The Community Association may alter the Rules at any time.
- (d) The Community 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.
- (e) Rules bind an owner, occupier, mortgagee in possession and lessee or licensee of a Lot.

## **31. By-law 31 Contravention of By-laws**

### **31.1 Right to issue notices**

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

### **31.2 Issuing of Notices**

- (a) The Community 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:
  - (i) the nature of the breach;
  - (ii) the required remedy; and
  - (iii) the timeframe for the remedy to be implemented.
- (b) Should the breach notice not be addressed by the receiving party within the set timeframe, then the Community Association has the right to remedy the situation itself as provided for by By-law 26.

- (c) In instances where a breach does not require a remedy, the Community Association may, to the extent permitted by-law issue penalty notices, which are to identify the following:
  - (i) the nature of the breach;
  - (ii) the penalty being served; and
  - (iii) the due date for the penalty to be served.

### **31.3 Penalty**

Civil penalties may be issued by the Community Association for breaches of the Management Statement to the extent permitted by law.

### **32. By-law 32 Notices**

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

### **33. By-law 33 Certificates**

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

### **34. By-law 34 Communications**

- (a) Complaints, notices or applications to or requests for consideration of matters by the Community Association must be in writing.
- (b) An approval, notice or authorisation by the Community Association under the By-laws must be in writing.



## Part 5 By-laws Required by Public Authorities

### 35. By-law 35 Covenants and Easements

- (a) This By-law is required by Sydney Water to ensure that Sydney Water's easements are adhered to by the Community Association and owners and occupiers of Lots.
- (b) Each owner or occupier of a Lot and the Community Association must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Community Property.

### 36. By-law 36 Ausgrid – Access Ways

The Community Association agrees that if the surface of the part of the Community Parcel does not support the heavy vehicles, machinery and materials necessary to maintain Ausgrid's electrical equipment, the Community Association will be responsible for repairing any damage caused to the surface of the Community Parcel during such maintenance.

**[Drafting note: Service providers are subject to change]**

### 37. By-law 37 Right of Council

#### 37.1 Purpose of By-law

This By-law 37 gives the Council the right to enforce certain obligations in this Management Statement against those parties with responsibility for those obligations.

#### 37.2 Council Waste Collection

- (a) Each owner or occupier of a Lot must sort and store Waste according to:
  - (i) Council's requirements; and
  - (ii) the Community Association's requirements under by-law 12,  
however Council's requirements prevail if there is a conflict in these requirements.
- (b) The owner or occupier of a Lot must keep any Bins 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 the Community Property when not being made available for collection on ordinary collection days.
- (c) The Community Association and the owner of each Lot permit Council and every person authorised by it and its Waste contractor to:
  - (i) do all things reasonably necessary, including to enter, onto the Community Parcel for the purpose of collecting and removing Waste, with or without Motor Vehicles; and
  - (ii) remain on the Community Parcel 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 Bins.

(d) The Community Association and the owner of each Lot:

- (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, gutter, underground pipe, drain and infrastructure located above or beneath the surface of the subject land where such damage or loss is suffered by the owner, the Community Association or any other person) arising from the exercise by Council or its Waste contractors of the functions referred to in By-law 37.2(c), 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
  - (iii) if required by Council, will as a precondition and prerequisite to Council and its Waste contractor entering on the Community Parcel, with or without Motor Vehicles, for the purpose of the collection and removal of Waste from the Community Parcel 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 By-law in terms and in a manner satisfactory to Council.
- (e) The owner or occupier of a Lot and the Community Association must ensure that the Access Way for collection of Waste is not obstructed in any way by Motor Vehicles or any structures which may inhibit the collection of Waste.
- (f) The indemnities given by each owner in By-law 37(d) apply only to the extent that the event the subject of the indemnity relates to the owner's own Lot.
- (g) For the purpose of this By-law and of giving effect to it, the Community Association has the power to:
- (i) 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; and
  - (ii) enter into any additional or other agreement or arrangement with Council as may be deemed necessary or appropriate by Council,
- where access onto and over the Community Property may be granted to Council and its Waste contractor for:
- (iii) the collection and removal of Waste; and
  - (iv) for ancillary functions,
- and the Community Association must cooperate with Council in relation to the registration at NSW Land Registry Services of any positive covenant, agreement, or arrangement which 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 By-law 37.2.
- (h) As soon as practical after the making by Council of a request of the kind referred to in By-law 37(d)(iii), 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 in By-law 37(d)(iii).

- (i) The By-law 37 may not be amended or revoked without the formal prior consent of Council.

Draft

# Signing Page

## Certificate of Approval

It is certified:

(a)(i) that the planning authority has consented to the development described in Development Application No [INSERT]; and

(b)(k) that the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Commented [MC1]: DA Number won't be generated until we lodge therefore placeholder required

Commented [JS2R1]: Noted.

Date

Signed on behalf of  
**Northern Beaches Council** by its  
authorised delegate  
pursuant to s.377  
*Local Government Act 1993*

|                               |                                                                                                                              |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| sign (authorised person)      | sign (witness)<br>the witness states that he or she is an eligible witness and was present when the authorised person signed |
| title (authorised person)     | full name (witness)                                                                                                          |
| full name (authorised person) | address (witness)                                                                                                            |

## Execution by Original Proprietor

Signed by **Sekisui House Services (NSW) Pty Limited**  
**ACN 119 550 220**  
under s.127(1) of the  
*Corporations Act 2001*

|                   |                                |
|-------------------|--------------------------------|
| sign              | sign                           |
| office (director) | office (director or secretary) |
| full name         | full name                      |

**Schedule 1      Prescribed Diagram – Service Lines**

Draft

**Schedule 2      Access Way Plan**

Draft