

Approved Form 28	Community Management Statement	Sheet 1 of 56 sheets
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Draft Community Management Statement

53A Warriewood Road, Warriewood

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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.

Note: The contents of this document will be updated and amended to reflect the arrangements, amenities and facilities regulated by this document, and the associated rights and obligations, in the Community Scheme at the time of registration of this document.

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Part 1 - The community management statement

1. What is a community management statement?

- (a) A community management statement is a set of by-laws and plans that regulate the management and operation of a community scheme.
- (b) A community management statement tells a community association, owners and occupiers what they must and must not do. It is an essential document for everyone who lives in a community scheme.

2. How does this management statement work?

2.1 Purpose of the management statement

- (a) This management statement regulates the day to day management and operation of the Community Scheme. It is designed to maintain the quality of Community Scheme and protect the unique life style enjoyed by all owners and occupiers.
- (b) By-laws in this management statement operate to enhance the use and enjoyment by all owners and occupiers of their Lot, Community Property and Common Property, while balancing the rights of the owners and occupiers.

2.2 Components of the management statement

There are nine components in this management statement:

Part 1	<p>Community management statement</p> <p>By-laws about the purpose of this management statement and how it works are in part 1.</p> <p>The Community Association may change or cancel by-laws in part 1 only by special resolution.</p>
Part 2	<p>Details of the development</p> <p>By-laws about how the Community Association will control and preserve architectural and landscape standards for the Community Scheme are in part 2.</p> <p>The Community Association may change or cancel by-laws in part 2 only by unanimous resolution.</p>
Part 3	<p>Community Property</p> <p>By-laws about Community Property and using Community Property facilities are in part 3.</p> <p>Generally, the Community Association may change or cancel by-laws in part 3 only by special resolution.</p>

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Part 4	<p>Your rights and obligations</p> <p>By-laws about the obligations of Owners or Occupiers and the Community Association are in part 4.</p> <p>The Community Association may change or cancel by-laws in part 4 only by special resolution.</p>
Part 5	<p>By-laws required by Public Authorities</p> <p>By-laws made at the request of a Public Authority are in part 5.</p> <p>The Community Association may change or cancel by-laws in part 5 only by special resolution and with the written consent of the relevant Public Authority.</p>
Part 6	<p>Dictionary</p> <p>Part 6 explains what defined words and expressions mean. It also explains how to interpret this management statement</p> <p>The Community Association may change or cancel by-laws in part 6 only by special resolution.</p>
Schedule 1	<p>Design Guidelines</p> <p>The Design Guidelines are in schedule 1. See the by-laws in part 2 for more information.</p> <p>The Community Association may change or cancel the Design Guidelines only by unanimous resolution.</p>

3. About the Community Scheme

3.1 Overview

When development is complete, it is anticipated that Community Scheme will contain:

- (a) 21 lots; and
- (b) the Community Property lot.

3.2 Components

This table shows the various components for the Community Scheme at the time of registration of the Community Plan:

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Community Development Lot No	Component	Description	Owner
Lot 1	Community Property	All of the Community Property is contained in this lot	Community Association
Lots 2 to 22	Community Lots	Community Lots 2 to 22 will be developed by the Developer	Developer

4. Types of by-laws

4.1 Restricted Property By-Laws

- (a) Restricted Property By-Laws are by-laws which restrict use of parts of Community Property to certain persons or groups. Restricted Property By-Laws are generally found in part 3 of this Management Statement. If there are any restricted use areas, the Concept Plan will show the location of most of those areas.
- (b) The Community Association may change or cancel Restricted Property By-Laws only by special resolution and with the written consent of each person who has the restricted use rights.
- (c) The Community Association cannot make, change or cancel Restricted Property By-Laws during the initial period.

4.2 Public Authority By-Laws

- (a) Public Authorities (eg Council) have required the Developer to include certain by-laws in this management statement. These are called Public Authority By-Laws.
- (b) The Community Association may change Public Authority By-Laws only by special resolution and with the written consent of the Public Authority concerned.

5. Who must comply with this management statement?

5.1 General requirements

- (a) Generally, you must comply with this management statement if you are:
 - (i) the Owner of a Lot;
 - (ii) the Occupier of a Lot;
 - (iii) a mortgagee in possession of a Lot; or
 - (iv) a lessee of a Lot.
- (b) The Community Association must comply with this management statement.

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Part 2 - Details of Development

6. Design Guidelines

6.1 Standards

- (a) The Design Guidelines is in schedule 1 of this management statement. The Design Guidelines is designed to protect the architectural integrity of the Community Scheme. It sets standards for the development of Lots and the external appearance of Lots and other issues relevant to the architecture and landscaping of the Community Scheme.
- (b) The parties bound by this Management Statement are bound by those Design Guidelines.

6.2 Application to amend

- (a) An Owner may request the Community Association to amend the Design Guidelines for their Lot.
- (b) An application must contain sufficient detail of the proposed amendments to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed amendments.

6.3 Decision of Community Association

- (a) The Community Association must refer an application to amend the Design Guidelines to a General Meeting for the decision by that General Meeting.
- (b) The Community Association may in order to determine an application, request additional information, reports or documents.
- (c) By unanimous resolution, the Community Association may amend the Design Guidelines.

6.4 Copy of Standards to be provided

- (a) If requested by an Owner, the Community Association must provide, at the reasonable cost of that Owner a current copy of the Design Guidelines.
- (b) The Community Association must register an amendment to Schedule 1 of the management statement after the Design Guidelines are amended in accordance with this by-law 6.

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7. Building Works and Alterations

7.1 Approvals

- (a) A person must not:
 - (i) lodge any development application with Council in respect of; or
 - (ii) carry out Works on
 any Lot, Community Property (if consent to those works is granted by the Community Association) unless that person first obtains the written consent of the Design Review Panel and the Developer for so long as it is an Owner.
- (b) In addition to the approval of the Design Review Panel and the Developer under by-law 7.1(a) a person must obtain the consent, if required, of an Accredited Certifier, the Council or other Government Agency.

7.2 Plans and Specifications

Any party seeking approval for the carrying out of any Works must submit plans and specifications for the approval of the Design Review Panel.

7.3 Works

- (a) Prior to carrying out of any Works, a party must obtain the necessary approvals in accordance with this by-law and the relevant authorities.
- (b) During the carrying out of any Works, a party must:
 - (i) ensure no damage to Service Lines or Services within the Community Scheme;
 - (ii) ensure that the Works are carried out in a proper and workmanlike manner;
 - (iii) ensure the Works are carried out to the satisfaction of the Community Association and, if appropriate, the Council or other Government Agency;
 - (iv) repair any damage caused to Community Property as a result of the Works; and
 - (v) carry out the Works promptly.
- (c) No Works will be permitted to be constructed or remain unless approval has been obtained under this by-law and the provisions of this by-law 7 have been satisfied.

7.4 Breach by Owner

The Owners and Occupiers of all Lots with the Community Parcel acknowledge that in the event of breach by an Owner or Occupier of by-law 7.1:

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- (a) damages are an inadequate remedy to the Community Association; and
- (b) the Community Association will seek injunctive relief in respect of that breach as well as an order for costs against that Owner or Occupier.

8. Design Review Panel

8.1 Appointment

- (a) The Design Review Panel consists solely of the Developer until the earlier of:
 - (i) the Developer ceasing to own any lots in the Community Scheme;
 - (ii) the Developer resigning from the Design Review Panel.
- (b) At such time as the Developer ceases to constitute the Design Review Panel:
 - (i) at the next Annual General Meeting the Executive Committee must appoint 3 members to the Design Review Panel from its members.
 - (ii) a Member of the Design Review Panel must hold office until another person is appointed to hold that office;
 - (iii) The Executive Committee may:
 - (A) remove a member appointed by it; and
 - (B) fill a vacancy in respect of members appointed by it.
- (c) The Design Review Panel may retain the services of an independent consultant with special skills and expertise in:
 - (i) architecture;
 - (ii) landscaping; or
 - (i) any other discipline relevant to the operation of the Design Review Panel, to advise and assist the Design Review Panel in performing its Functions.
- (d) The Design Review Panel must appoint, from its members a chairperson and such other officers necessary to enable it to properly perform its Functions.

8.2 Functions of Design Review Panel

- (a) The Design Review Panel must consider and give its decision regarding all plans and specifications submitted to it for approval.

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- (b) The Design Review Panel may also perform other duties given to it by the Executive Committee including, without limitation, inspecting works to ensure that they comply with plans and specifications approved by the Design Review Panel.

8.3 Approval of plans and specifications for Works

- (a) No works may commence or take place until the plans and specifications for those Works have been approved by the Design Review Panel as to compliance with the Design Guidelines.
- (a) The plans and specifications submitted for approval by the Design Review Panel, must include the detail and information required by the Design Guidelines.

8.4 Basis of Approval or Disapproval

The Design Review Panel must disapprove plans and specifications if the proposed Works do not comply with Design Guidelines, Management Statement and Rules in force at the time of the Design Review Panel's decision.

8.5 Additional Information

The Design Review Panel in order to make a decision on any plans and specifications may request:

- (a) additional plans and specifications be submitted to it;
- (b) additional information, reports or documents;
- (a) details of changes to be made to the plans and specifications, if the changes are required by a Government Agency or the Council, or
- (d) any other relevant information, facts or material.

8.6 Approval Subject to Conditions

- (a) The Design Review Panel may impose conditions on its approval of plans and specifications.
- (b) The Design Review Panel may require an Applicant to deposit with the Community Association a bond in such amount as determined by the Design Review Panel to be held by the Community Association on account of any damage that may be caused to Community Property as a result of works.
- (c) On completion of the Works the Community Association must account to the Applicant within 60 days for the bond after deduction (if any) for damage to Community Property.

8.7 Decision of Design Review Panel

- (a) The Design Review Panel must, within 21 days after it has received all information required by it to make a decision, deliver to the Applicant its written decision.

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- (b) Plans and specifications submitted under this by-law will be deemed to be approved by the Design Review Panel, unless
 - (i) a written disapproval; or
 - (ii) a request under by-law 7.5,
 has been delivered to the Applicant within 14 days after the Design Review Panel has received the plans and specifications, or where a request has been made under by-law 3.5 within 21 days of the Design Review Panel receiving the additional information.
- (c) For the purpose of this by-law 8:
 - (i) a decision made by the Design Review Panel is binding on the Applicant;
 - (ii) the Applicant expressly waives its rights to any claim, action, suit, cost, damage or compensation in respect of a decision by the Design Review Panel; and
 - (iii) all other persons release the Design Review Panel from any claim, action, suit, cost, damage or liability in respect of a decision by the Design Review Panel.

8.8 No Warranty

The Design Review Panel makes no warranty as to the fitness of Works for their intended purpose by approving plans and specifications submitted to it by an Applicant for approval.

8.9 Expert Determination

- (a) A party must endeavour in good faith to resolve a dispute under this Management Statement before any action is taken under this clause.
- (b) In the event a person disputes that the Design Review Panel has properly applied the Design Guidelines in making a determination under this by-law, then upon application by that person or the Design Review Panel the matter can be referred to an expert as appointed by the President of the Australian Institute of Architects.
- (c) A decision of the expert appointed under this by-law is a decision of the Design Review Panel and binds all parties.

9. Meetings of the Design Review Panel

9.1 Meetings

- (a) The Design Review Panel must hold meetings at times necessary to perform its functions.
- (b) From such time as the Developer does not constitute the Design Review Panel:

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- (i) quorum at a meeting of the Design Review Panel is 2 members.
- (ii) decisions arising at a meeting of the Design Review Panel are to be made by a majority of votes of members present and voting at the meeting at which a quorum is present.
- (c) If there is an equality of votes, the chairperson, in addition to his deliberative vote, has a casting vote.
- (d) The design Review Panel may from time to time appoint one or more of its members to:
 - (i) conduct investigations;
 - (ii) perform specified duties and functions on behalf of the Design Review Panel; and
 - (iii) report findings to the Design Review Panel.

9.2 Compensation for members

Members of the Design Review Panel are entitled to:

- (a) reimbursement of reasonable out of pocket expenses incurred by them in the performance of their duties; and
- (b) such other sums as the Community Association in General Meeting may from time to time determine as compensation for the services they render to the Executive Committee.

9.3 Minute and records

The Design Review Panel must ensure that:

- (a) minutes of its meetings; and
- (b) records of its decisions

are properly kept and retained with the records (and for the prescribed period) referred to in clause 9 schedule 1 of the Management Act.

9.4 No Waiver of future approvals

If the Design Review Panel approves plans and specifications for particular Works, then that approval does not prevent the Design Review Panel from disapproving or approving with conditions future plans and specifications for the same or a similar Works.

9.5 Protection of Design Review Panel members from liability

- (a) No member of the Design Review Panel will be liable for any loss or damage occurring by reason of an act done in his or her capacity as a member of the

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Design Review Panel except in the case of fraud or negligence on the part of that member.

- (b) No person, other than a member of the Design Review Panel, may attend a meeting of the Design Review Panel unless that person is permitted by resolution of the Design Review Panel to attend a meeting.

10. External Fixtures

10.1 Appearance

A proposal by an Owner or Occupier to construct, install or maintain on or in a Lot anything which can be seen from outside the Lot is taken to be Works (and may only be carried out in accordance with by-law 7).

10.2 Transmitting and Receiving Devices

An Owner or Occupier must not install any television, radio or other radio antenna, dish, tower or any other transmitting and receiving device on a Lot, or Community Property unless that Owner or Occupier first obtains the consent of the Design Review Panel.

11. Maintenance

11.1 Maintenance and repair

An Owner or Occupier must keep that Owner's or Occupier's Lot clean and tidy and in good repair and condition.

11.2 Exterior and Garden Maintenance

An Owner or Occupier of a Lot must carry out all maintenance and repairs to the exterior of any buildings on the Lot and to all gardens and grassed areas on the Lot and between the Lot and the kerb of the Community Property:

- (a) in a proper and workmanlike manner,
- (b) promptly;
- (c) to the reasonable satisfaction of the Community Association; and
- (d) in compliance with the Design Guidelines.

11.3 Community Association to give notice

- (a) The Community Association may give a notice to an Owner or Occupier requiring an Owner or Occupier to comply with the terms of this by-law.

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- (b) If an Owner or Occupier does not comply with this by-law, then the Community Association may fully exercise its rights as permitted by this Management Statement and the Community Titles Legislation.

11.4 Access for maintenance

- (a) Where buildings on Lots abut the side boundary of the Lot, Owners and Occupiers of those Lots have the benefit of easement right permitting access for maintenance and repair of the parts of the building that cannot reasonably be accessed from their Lot.
- (b) Owners and Occupiers must give their neighbouring Owners and Occupiers access to their Lot at all reasonable times for the purposes contemplated in that easement.
- (c) When exercising rights under this by-law 11.4, Owners and Occupiers must not unreasonably disturb Occupiers of the Lot that they are entitled to access and must remain on the neighbouring Lot for only as long as is reasonably necessary.

Part 3 - Community Property

12. Developer’s rights over Community Property

12.1 Restricted Property By-Law

This is a Restricted Property By-Law. The Community Association may change or cancel it only by special resolution and with the written consent of the Developer (while the Developer owns a Lot). Initial period restrictions apply.

12.2 What are the restricted use rights?

- (a) While the dwellings on the Lots are being built, the owner of each Lot (as long as that owner is the Developer) has restricted use of Community Property and Service Lines owned by the Community Association. The restricted use area does not include the area not needed for proposed development and shown on the Concept Plan in this management statement.
- (b) Nothing in this management statement binds the Developer to the extent that it may prevent the Developer exercising its rights under this by-law.

12.3 Rights and obligations of the Developer

- (a) The Developer (or its nominee) will have the following rights for the purposes of enabling the Developer (or its nominee) to complete the development of the Community Parcel in stages and carry out the Development Activities on the Community Parcel (including but not limited to the development of dwellings), as contemplated in and subject to what is permitted under the Development Approval:

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- (i) build on and develop Lots 2 to 22, which may include development and construction in stages;
- (ii) carry out building and development work in its discretion;
- (iii) do demolition work, building and associated work in Lots 2 to 22;
- (iv) do landscaping and associated work in Lots 2 to 22;
- (v) use any part of Lots 2 to 22 to exercise its rights under this by law;
- (vi) subdivide land in Lots 2 to 22;
- (vii) have unrestricted access to and over Community Property;
- (viii) locate temporary structures, building materials, cranes and other equipment within Lots 2 to 22;
- (ix) install and connect services in Lots 2 to 22 to services in adjacent constructed components of the Community Scheme where the installed services are designed to service Lots 2 to 22;
- (x) park motor vehicles and equipment on the Community Property;
- (xi) place on or attach to Community Property temporary offices, sheds, depots, building materials, cranes and other equipment;
- (xii) install services on Community Property;
- (xiii) connect services within Community Property;
- (xiv) generate noise associated with the construction of the dwellings;
- (xv) access any Lot by prior arrangement with the Owner of the Lot to install and connect services for Lots 2 to 22;
- (xvi) put marketing and advertising signs on Community Property and Lots 2 to 22;
- (xvii) conduct real estate activities on Lots 2 to 22 including, without limitation, sales, auctions and leasing;
- (xviii) exercise its rights only at times allowed by Council (excluding Sundays and public holidays in New South Wales); and
- (xix) carry out other works which the Developer considers reasonably necessary or desirable in order to develop and construct buildings on Lots 2 to 22 and carry out any of the rights and objectives contemplated by this by-law.

(b) The Developer must:

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- (i) repair any damage to The Greens caused by exercising the rights of the Developer under this by-law;
 - (ii) take all reasonable steps to minimise disturbance to owners and Occupiers while carrying out building and development work;
 - (iii) leave the Community Scheme (or relevant parts of it) clean and tidy after building and development work is finished; and
 - (iv) maintain the Community Property that the Developer has the right to use, while the Developer is using it.
- (c) The Developer may gain access to the restricted use areas through Community Property.
 - (d) The Developer does not need the consent of the Community Association to perform works or exercise rights as contemplated in this by-law 12.

12.4 Obligations of the Community Association

- (a) Subject to the obligations imposed on the Developer under this by-law, the Community Association must maintain Community Property.
- (b) The Community Association must levy its members for the costs of maintaining Community Property which is the subject of this by-law, unless that cost is payable by the Developer under this by-law.
- (c) The Community Association must promptly on request give the Developer any consent that is required from the Community Association to enable the Developer to exercise its rights under this by-law 12.

12.5 Community Association

During such time as the Developer (or its nominee) is completing the development of the Community Parcel in stages and carrying out the Development Activities on the Community Parcel:

- (a) the Developer has the right to amend this Management Statement as required;
- (b) the Developer will have the right to veto a proposal of the Community Association which would negatively impact on the Developer's (or its nominee's) completion of the development of the Community Parcel.

12.6 Ending this by-law

The rights of the Developer (or its nominee) under this by-law:

- (a) end when the Developer notifies the Community Association that building and development work has finished; and

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- (b) for any part of the Community Scheme, end when the Developer notifies the Community Association that building and development work for that part of the Community Scheme is finished.

13. Restricted Community Property

13.1 Restricted Property By-Law

- (a) This by-law only applies if there is Restricted Community Property in the Community Scheme.
- (b) This is a Restricted Property By-Law. The Community Association may change or cancel it only by special resolution and with the written consent of each Owners Corporation. Initial period restrictions apply.

13.2 Restricted Community Property

Use of the Community Facilities is restricted to the Owners and Occupiers of Lots [] to [] inclusive and Invitees. **[Note: this will only apply if any Community Facilities are for the use of fewer than all Lots.]**

13.3 Maintaining Restricted Community Property

The Community Association must maintain, repair and replace the Restricted Community Property and recover its costs from each Owner entitled to use the Restricted Community Property.

13.4 Rights and obligations

- (a) Each Owner of Lots 2 to 22 must:
 - (i) pay the Community Association its costs for the maintenance, repair or replacement of Restricted Community Property;
 - (ii) pay its costs under this by-law according to the relative proportions of the unit entitlement for the Community Scheme; and
 - (iii) comply with this management statement and the directions of the Community Association relating to control, management and administration of the Restricted Community Property.
- (b) Each Owner having a right to use the Restricted Community Property may:
 - (i) gain access to the Restricted Community Property through Community Property; and
 - (ii) exercise its rights under this by-law at any time.

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14. Licences to use Community Property

14.1 Power to grant licences

In addition to its powers under the Act, the Community Association has the power to grant licences to owners and occupiers to use parts of Community Property.

14.2 Grant of licences

Licences the Community Association grants under this by-law may include provisions about, but need not be limited to:

- (a) payments under the licence;
- (b) the term of the licence;
- (c) the permitted uses of the licensed areas;
- (d) the maximum number of persons allowed in the licensed area;
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

14.3 The Community Association may exercise its powers under this by-law only by ordinary resolution at a properly convened general meeting.

15. Access ways

15.1 Open and Private Access Ways

- (a) There are no Private Access Ways in the Community Scheme.
- (b) The locations of the Open Access Ways are shown on the Access Way Plan in this management statement.
- (c) The Community Association must control, manage and maintain the Open Access Ways .

15.2 Controlling traffic on Community Property

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

- (a) impose a speed limit for traffic on Community Property and Restricted Community Property and, in particular, traffic on the private access way;
- (b) impose reasonable restrictions on the use of Community driveways and parking areas;

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- (c) install speed humps and other traffic control devices in Community Property; and
- (d) install signs about parking and to control traffic in Community Property.

16. Services

16.1 Statutory easement

A statutory easement covering Services in the Community Scheme is created pursuant to section 36 of the Development Act.

16.2 Private services provided by the Community Association

- (a) In addition to its powers under the Act, the Community Association has the power for itself and for Owners Corporations to:
 - (i) provide Private Services to Owners Corporations, Owners or Occupiers;
 - (ii) arrange for the installation and maintenance of Service Lines to provide Private Services; and
 - (iii) make agreements with persons to monitor or provide Private Services.
- (b) If the community Association provides Private Services to your Lot, the Community Association (or persons authorised by it) may enter your Lot to do work on Private Services. The Community Association must give you reasonable notice before it enters your Lot unless there is an emergency.

16.3 Installation and maintenance of Services

- (a) The Community Association is responsible for and must maintain Private Services and associated Service Lines, including pay television services (cable or satellite), or other similar services, installed at the time of registration of the Community Plan and that may be installed after registration of the Community Plan.
- (b) Service Providers are responsible for and must maintain their Statutory Services and associated Service Lines.
- (c) The Community Association may prepare, register and maintain as part of the Community Scheme records a works as executed plan that shows the location of Private Services and Statutory Services.

16.4 Community Property – Lighting

The Community Association must keep the lights within the Community Property in good working order and repair and carry out any required maintenance and repair of the lights.

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16.5 Community Property

- (a) The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Property.
- (b) An Owner or Occupier must obtain the written approval of the Community Association before that Owner or Occupier does any of the following to Community Property:
 - (i) leaves anything on Community Property;
 - (ii) obstructs the use of Community Property;
 - (iii) uses any part of Community Property for the Owner's or Occupier's own purposes;
 - (iv) erects on Community Property any structure;
 - (v) attaches to Community Property any item;
 - (vi) does or permits anything which might damage Community Property; or
 - (vii) alters Community Property.
- (c) An Owner or Occupier must:
 - (i) give notice to the Community Association of any damage to or defect in the Community Property immediately after an Owner or Occupier becomes aware of any such damage or defect;
 - (ii) use anything on the Community Parcel only for the purpose for which it was constructed or provided; and
 - (iii) only use or enjoy the Community Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Community Property by another Owner or Occupier or an Invitee.
- (d) An Owner or Occupier must:
 - (i) not interfere with or damage the Community Property; and
 - (ii) compensate the Community Association for any damage caused to the Community Property while that Owner or Occupier (or a-Invitee on the Community Parcel with the consent of that Owner or Occupier) uses the Community Property.

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17. Community Facilities

17.1 Community Facilities

- (a) Subject to compliance with this by-law 17 and any other relevant by-laws, the Community Facilities are available for use by Owners and Occupiers and Invitees.
- (b) The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Facilities.

17.2 Rules

You must comply with any Rules made by the Community Association about using the Community Facilities.

18. Internal Fencing

18.1 Restrictions on Construction

If an Owner, Occupier proposes to construct or replace a fence on a Lot, in addition to the approval of the Design Review Panel, an Owner or Occupier must obtain the consent (if required) of the Council or other Government Agency.

18.2 External & Internal

- (a) Subject to by-law 18.2(b), the *Dividing Fences Act 1991* applies to any external and internal boundary fences erected within the Community Scheme.
- (b) An Owner may not request that the original vendor contribute towards costs of the erection of an internal boundary fence if the Developer is the owner of the relevant adjoining Lot.

18.3 Design Guidelines

A fence erected within the Community Parcel must comply with the Design Guidelines.

18.4 Community Property

- (a) The Community Association is responsible for the maintenance and replacement of fencing of Community Property.
- (b) This by-law does not apply if a person using Community Property damages the fencing.

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19. Garbage

- (a) Owners and Occupiers must secure and store their containers for garbage and recyclable materials ('container') so that they:
 - (i) are stored within the garbage bin holding area; and
 - (ii) do not emit odours.
- (b) Owners and Occupiers must ensure that that their container is visible from outside their Lot for the minimum time that will permit garbage collection on the nominated garbage collection days, which must not exceed 12 hours.
- (c) Owners and Occupiers must comply with any requirements, rules or by-laws about garbage storage, separation, collection and the recycling of garbage made by:
 - (i) Council;
 - (ii) the Community Association.

If there is a conflict between these rules and Council requirements, Council's requirements will prevail.
- (d) Owners and Occupiers must clean up any spillage of garbage or recyclable material on Community Property that they or their Invitee cause.

20. Insurance

20.1 Compulsory insurance

The Community Association must effect all insurances which it is required to effect from time to time under each of the Community Titles Legislation or any other Act in such manner and with such insurer as is provided therein or in the regulations made pursuant thereto or in the event there is no such provision in the manner determined by the Community Association from time to time.

20.2 Optional Insurances

The Community Association may effect such insurances, in addition to the insurances referred to in By-Law 20.1, that it considers necessary in the interests of Owners or Occupiers.

20.3 Insurance in respect of Lots

- (a) Each Owner will be responsible for insuring against all and any risks of being the Owner of their Lot including, without limitation, the risk of damage or destruction to any improvements constructed thereon.
- (b) Each Owner must give the Executive Committee evidence of the insurance each year immediately after effecting or renewing such insurance.

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20.4 Obligation to rebuild

If any improvement constructed on any Lot or any part thereof is destroyed or damaged by fire, flood, lightning, storm, tempest or other disabling cause, the Owner must rebuild or reinstate the respective improvement or part thereof within a reasonable time after such destruction or damage and such rebuilding or reinstatement will be deemed to be an alteration or addition for which the Owner is required to obtain approval pursuant to By-Law 7.1.

21. Executive Committee

21.1 Constitution

- (a) The Executive Committee must be established under the Management Act.
- (b) The Officers of the Executive Committee are the secretary, treasurer and Chairperson.

21.2 Functions of the secretary

The functions of the secretary of the Executive Committee include:

- (a) convening meetings of the Community Association and the Executive Committee;
- (b) preparing and distributing minutes of meetings of the Community Association and the Executive Committee;
- (c) giving a notice on behalf of the Community Association and the Executive Committee required to be given under the Management Act;
- (d) maintaining the Community Association roll;
- (e) supplying certificates setting out details of insurances, contributions and other matters under clause 2 of schedule 4 to the Management Act;
- (f) answering communications addressed to the Community Association or the Executive Committee;
- (g) performing administrative or secretarial functions on behalf of the Community Association and the Executive Committee; and
- (h) keeping records under part 3 of schedule 1 to the Management Act.

21.3 Functions of the treasurer

The functions of the treasurer of the Executive Committee include:

- (a) notifying members of the Community Association of contributions levied under the Management Act and collecting those contributions;

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- (b) receiving, acknowledging, banking and accounting for any money paid to the Community Association under this Management Statement or the Community Titles Legislation;
- (c) preparing certificates providing details of contributions, insurances and other matters under clause 2 of schedule 4 to the Management Act;
- (d) keeping prescribed accounting records as required under clause 10 of schedule 1 to the Management Act; and
- (e) preparing financial statements as required under clause 11 of schedule 1 to the Management Act.

21.4 Function of the chairperson

The function of the chairperson is to preside at Community Association meetings and Executive Committee meetings at which the chairperson is present.

21.5 Sub-committees

The Executive Committee may appoint one or more sub-committees comprising one or more of its members to:

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

21.6 No remuneration

A member of the Executive Committee is:

- (a) not entitled to any remuneration for the performance of that person's functions; and
- (b) entitled to reimbursement for reasonable out of pocket expenses incurred by that person in the performance of that person's functions.

21.7 Protection of Executive Committee members from liability

- (a) A member of the Executive Committee is not liable for any loss or damage occurring by reason an act done in that member's capacity as a member of the Executive Committee.
- (b) This by-law does not apply if a member is fraudulent or negligent.

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22. Meetings

22.1 Meetings

Subject to the provisions of the Management Act, the Executive Committee may:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as the Executive Committee thinks fit;
- (b) make decisions on the day to day administration of the Community Association;
- (c) make decisions in relation to applications for consent under the Management Statement; and
- (d) subject to this Management Statement, regularly call a meeting of the Executive Committee.

22.2 Right of Owner to attend meetings

- (a) An Owner or, if the Owner is a corporation, the Owner's nominee, may attend a meeting of the Executive Committee.
- (b) That Owner may address the meeting only if the Executive Committee passes a resolution authorising the person to do so.

22.3 Meeting at request of members

- (a) At the request of not less than one-third of the members of the Executive Committee, the secretary must convene a meeting.
- (b) Subject to the above by-law, the secretary must convene the meeting within the period of time specified in the request.
- (c) The members must give the secretary more than 7 days to convene the meeting.
- (d) If no time is specified in the request, then the secretary must convene the meeting within 14 days of receiving the request.
- (a) If the secretary is absent, a member of the Executive Committee must convene the meeting.

22.4 Out of Meeting Determinations

Subject to section 38(3) of the Management Act, a resolution is valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held if:

- (a) the person convening the meeting has observed this Management Statement and the Management Act;

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- (b) each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
- (c) the resolution has been approved in writing by a majority of members of the Executive Committee.

22.5 Notices and Minutes of Meetings

- (a) Before each Executive Committee meeting, the Executive Committee must prepare an agenda for the meeting. This agenda must list the business that the Executive Committee will deal with at the Executive Committee meeting.
- (b) At least 72 hours before a meeting of the Executive Committee, the Executive Committee must:
 - (i) notify members of the Community Association of the meeting including details of the meeting; and
 - (ii) provide each member of the Community Association with a copy of the agenda for the meeting.
- (c) If the Community Association has placed a notice board on Community Property, then the Executive Committee will have complied with by-law 22.5(a) if it ensures that the agenda and notice of the meeting are placed on the notice board at least 72 hours before the meeting.
- (d) The agenda must list the business that the Executive Committee will deal with at the meeting;
- (e) The secretary must ensure that:
 - (i) minutes of the Executive Committee are sent to each member of the Community Association within 7 days of the meeting; and
 - (ii) that the following are properly kept:
 - (A) agendas and minutes of meetings of the Executive Committee;
 - (B) records of decisions of the Executive Committee; and
 - (C) records of notices.
- (f) If the secretary is absent, then the chairperson must ensure that the Executive Committee complies with the above by-law.

23. Amounts payable

- (a) An Owner must pay:

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- (i) contributions levied under this Management Statement and the Community Titles Legislation when they fall due; and
 - (ii) on demand any costs, changes 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 the Owner or Occupier.
- (b) If a contribution or amount payable under this Management Statement or the Community Titles Legislation is not paid when due, then interest is payable under section 20A(1) of the Management Act.
- (c) Nothing in this by-law prevents the Community Association from recovering any amount exceeding interest calculated under this by-law as a consequence of any amount not being paid when due.
- (d) A certificate signed by the Community Association, its Managing Agent or the secretary of the Executive Committee about a matter or a sum payable to the Community Association is prima facie evidence of:
- (i) the amount; or
 - (ii) any other fact stated in that certificate.

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Part 4 - Rights and obligations

24. Behaviour of Owners, Occupiers and Invitees

24.1 Noise

- (a) Owners and Occupiers must not create any noise on a Lot or on Community Property which might interfere with the peaceful enjoyment of another Owner or Occupier or Invitee.
- (b) Owners and Occupiers must not:
 - (i) obstruct lawful use of Community Property, or
 - (ii) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to an Invitee.

24.2 Children

Owners and Occupiers must ensure that a child under the care and control of that Owner or Occupier only remains in or on Community Property comprising any area of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

24.3 Invitees

Owners and Occupiers must ensure that an Invitee does not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any other Invitee.

25. Washing

Owners and Occupiers must not hang any washing, bedding or other articles of a similar nature:

- (a) on any balcony of a Lot, on the outside of a building on a Lot, other than on a clothes line affixed to the outside of the building provided it is not in a prominent road facing location; or
- (b) subject to by-law 25(a), in any area visible from the street; and
- (c) on any part of the Community Parcel.

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26. Storage of flammable Liquids

- (a) Owners and Occupiers may only store on the Lot or any other part of the Community Parcel any flammable chemical, gas or other material if that Owner or Occupier first obtains the written approval of the Community Association.
- (b) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used:
 - (i) for domestic purposes; or
 - (ii) in the fuel tank or a motor vehicle or internal combustion engine.

27. Keeping of Animals

- (a) If an Owner or Occupier keeps an animal, then the Owner or Occupier:
 - (i) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;
 - (ii) must ensure that, when on any other part of the Community Parcel, the animal is accompanied by the Owner or Occupier;
 - (iii) must, when on any other part of the Community Parcel, keep the animal appropriately tethered and under control; and
 - (iv) is liable to the Owners and Occupiers of other Lots and each other person lawfully on the Community Parcel for:
 - (A) any noise which is disturbing to an extent which is unreasonable;
 - (B) damage to or loss of property or injury to any person caused by the animal; and
 - (C) cleaning up after the animal has used any part of another Lot or any other part of the Community Parcel.
- (b) This by-law applies to any Invitee or visitor to the Community Parcel.

28. Parking Restrictions

28.1 Restriction

An Owner or Occupier must not park a Vehicle on the Community Property other than in an on-street permitted parking area.

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28.2 Permitted parking

- (a) An Owner or Occupier may park a Vehicle in a garage, carport or driveway on that Owner's or Occupier's Lot.
- (b) An Owner or Occupier must not park a Vehicle within any part of that Owner's or Occupier's Lot other than the garage, carport or driveway.

28.3 Repairs

An Owner or Occupier must not undertake repairs to any Vehicles on Community Property or on any part of a Lot that is visible from outside that Lot or Community Property, other than temporary or minor repairs and maintenance.

29. Community Association's Rights and Obligations

29.1 Contracts

The Community Association may, on its own behalf contract with persons to provide:

- (a) management, operational, maintenance and other services for Community Property;
- (b) Services or amenities to the Owners or Occupiers; and
- (c) Services or amenities to Community Property.

29.2 Remedy

- (a) The Community Association may do anything on a Lot:
 - (i) which should have been done by an Owner or Occupier under this Management Statement but which has not been done or has not been done properly; or
 - (ii) to comply with this Management Statement, including remedying, removing or restoring anything on that Lot which breaches this Management Statement.
- (b) If this by-law applies, the Community Association is entitled to:
 - (i) enter and remain on the Lot for as long as it is necessary; and
 - (ii) recover any costs associated with carrying out works under this Management Statement from the Owner of the Lot.

29.3 Not liable for damage

- (a) The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any cause.

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- (b) This by-law does not apply if the damage loss or injury is as a result of the negligence or fraud of the Community Association or any employee or agent of the Community Association.

29.4 Communications with Community Association

A person must forward complaints, notices or applications to or requests for consideration of matters by the Community Association in writing;

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

30. Obligations of Owners and Occupiers

30.1 Compliance with Requirements, Orders and Notices

Owners and Occupiers must comply on time with:

- (a) each requirement and orders of each Government Agency;
- (b) each Law for the Lot and the use or occupation of the Lot; and
- (c) the terms of any notice displayed on Community Property by the Community Association, Service Provider or other relevant Government Agency.

30.2 Contractors

Owners and Occupiers may only, directly or indirectly, instruct agents, employees or contractors of the Community Association if the Community Association authorises the Owner or Occupier to do so.

30.3 Use

- (a) Owners and Occupiers must not do any of the following on either that Owner's or Occupier's Lot or on the Community Parcel:
 - (i) engage in indecent conduct or any entertainment of a demoralising character;
 - (ii) engage in any illegal conduct or activity;
 - (iii) erect or display any signage;
 - (iv) store any items which are visible by the public (including visible from any roads); or
 - (v) do anything that might damage the good reputation of the Community Scheme.

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30.4 Invitees

- (a) An Owner or Occupier must take all reasonable steps to ensure that their Invitees comply with this Management Statement.
- (b) If an Owner or Occupier cannot comply with by-law 30.4(a), then that person must:
 - (i) withdraw their consent of the person to be on the Community Parcel as an Invitee; and
 - (ii) request that person to leave the Community Parcel.
- (c) If this Management Statement prohibits an Owner or Occupier from doing a thing, the Owner or Occupier must not allow or cause another person to do that thing.
- (d) An Owner or Occupier must compensate the Community Association for any loss or damage to the Community Parcel that is caused or contributed to by an Invitee on the Community Parcel with the consent of that Owner or Occupier.

30.5 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 any action available under the lease or licence agreement, to ensure that the lessee or licensee of the Lot and any person on the Community Parcel with the consent express or implied of the lessee or licensee, complies with this Management Statement and any Rules.

30.6 Things done at Owner's or Occupier's cost

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

31. Rules

- (a) The Community Association may make, and at any time add to, Rules for the control, management, operation, use and enjoyment of the Community Parcel and the Community Property.
- (b) The Rules must be consistent with:
 - (i) the Management Act;
 - (ii) the Development Act;
 - (iii) all Laws; and
 - (iv) this Management Statement.

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- (c) The Rules bind an Owner, Occupier, mortgagee in possession of a Lot, lessee of a Lot and Invitee.

32. Community Management Services Agreement

32.1 Entry during Initial Period

- (a) The Community Association during the Initial Period intends to enter into an agreement.
- (b) The effect of the agreement is disclosed for the purposes of section 24(2)(a) of the Management Act in this by-law.

32.2 Parties

The parties to the agreement will be:

- (a) the Community Association; and
- (b) a person nominated by the Developer as Manager.

32.3 Term

The term of the agreement will be 1 year.

32.4 Duties

The duties of the Manager may include:

- (a) the usual administrative managing agent duties, including:
 - (i) convening and chairing meetings of the Community Association;
 - (ii) the preparation and arrangement of insurance policies, valuations and renewals;
 - (iii) the preparation and distribution of notices and minutes and the provision of secretarial services for general and extraordinary general meetings and Executive Committee meetings;
 - (iv) the enforcement of the by-laws of the Community Association;
 - (v) the conduct of dispute resolution procedures;
 - (vi) the provision of accounting services;
- (b) the supervision of the cleaning, caretaking, security, supervision, service, general repair and maintenance or renewal and replacement of:
 - (i) Community Property;

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- (ii) any personal property vested in the Community Association; and
- (c) any other matter, activity or thing which the Manager and the Community Association agrees is necessary or desirable for the operation and management of the Community Association.

32.5 Remuneration

The Manager's fee (net of disbursements including postage, copying, facsimiles) is to be a fair market rate for the term of the agreement.

32.6 Assignment

The Manager has the right at any time to assign its rights under the agreement to a respectable and responsible assignee.

32.7 Termination

The agreement may be terminated by the Community Association if the Manager:

- (i) assigns its interest in the agreement in breach of the assignment provisions;
- (ii) fails or neglects to carry out its duties after the Community Association gives it 30 days' notice of the failure or neglect; or
- (iii) is guilty of gross misconduct or gross negligence in performance of its duties.

32.8 Additional Management Agreements

After the termination of the agreement, the Community Association is empowered to enter into agreements with third parties for the provision of services similar to or in addition to the duties of the manager set out in this by-law.

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Part 5 - By-Laws required by Public Authorities

33. By-laws required by Council

33.1 Water Quality Devices Management Plan

- (a) The stormwater management devices within the Community Scheme must be managed by the Community Association in accordance with the Water Quality Devices Management Plan and the operation and maintenance manual included in the Water Quality Devices Management Plan.
- (b) The Community Association must comply with the Water Quality Devices Management Plan and manage the stormwater management devices within the Community Scheme in accordance with the Water Quality Devices Management Plan.
- (c) Owners and Occupiers of Lots must comply with the Water Quality Devices Management Plan.

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Part 6 - Interpretation

34. Definitions and Interpretation

34.1 Definitions

A Statutory Definitions

A word has the meaning given to it by a definition in the Community Titles Legislation if:

- (a) it is defined in the Community Titles Legislation; and
- (b) used but not defined in this Management Statement.

B Further Definitions

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

Annual General Meeting means an annual general meeting of the Community Association other than the first annual general meeting;

Applicant means an Owner of a Lot who submits plans and specifications to the Design Review Panel for approval;

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

Community Facilities includes the following which are constructed or are to be constructed on Community Property:

- (a) Access road/open access road;
- (b) Street lighting;
- (c) Private water main;
- (d) Private electricity main;
- (e) Garbage enclosure;
- (f) Private gas main;
- (g) Private telecommunications line;
- (h) On-site detention system; and
- (i) main switchboard.

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[Note: This list is not exhaustive, and will be revised prior to registration to reflect the items that are part of the Community Property]

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

Community Plan means the community plan registered with this Management Statement;

Community Property means Lot 1 in the Community Plan and includes the Community Facilities;

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

Community Titles Legislation means the Development Act and the Management Act;

Council means Northern Beaches Council;

Design Guidelines means design guidelines prescribed under this Management Statement by the Community Association;

Design Review Panel means the committee constituted in accordance with by-law 3 to hear and make decisions on any application for approval of plans and specifications for Works to be carried out to a Lot;

Developer means PVD No. 21 Pty Ltd ACN 634 562 888 or any successor or successors in title carrying out Development Activities and who owns one or more Community Development Lots at any time;

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

Development Activities means development (as defined in the Community Titles Legislation) of the Community Parcel;

Development Approval means Council's approval of development application no. [], as varied, modified or replaced from time to time;

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

External Equipment means any air conditioning unit, any solar energy collector panel (and any associated equipment), energy conservation equipment or solar hot water system (and any associated equipment), television, radio or other dish;

Functions includes a power, authority and duty;

General Meeting means an annual general meeting or a special general meeting of the Community Association;

Government Agency means a governmental or semi-government, administrative, fiscal or judicial department or entity, a statutory authority or the Council;

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Initial Period has the meaning given to the term 'initial period' in section 3 of the Management Act;

Invitee means a person on the Community Parcel with the express or implied consent of an Owner, Occupier or the Community Association;

Law includes:

- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (b) a requirement, notice, order or direction received from or given by a statutory, public or other competent authority;

Lot means a lot in the Community Plan;

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

Management Statement means this community management statement;

Manager means the manager described in by-law 24;

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

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

Open Access Way is an access way set aside under section 41 of the Development Act. The Open Access Ways include the central road and the cycleway and walkway located on the Community Property. The locations of the Open Access Ways are shown on the Access Way Plan in this management statement.

Owner means registered owner or a mortgagee in possession of a Lot;

Private Access Way means an access way set aside under section 41 of the Development Act.

Public Authority includes Council and other Service Providers.

Private Service means a Service provided by the Community Association;

Public Authority By-Law is a by-law which a Public Authority (eg Council) has requested the Developer to include in this Management Statement. See clause 4 in schedule 3 of the Development Act for more information.

Restricted Community Property is the Community Property which the owner of Lots 2 to 22 inclusive may use in accordance with by-law 13;

Restricted Property By-Law is a by-law under section 54 of the Development Act that restricts use of parts of Community Property to particular Owners Corporations or owners;

Rules means the rules made under this Management Statement;

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Service means:

- (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;
- (b) the provision of sewerage and drainage;
- (c) transmission by telephone, radio, television, satellite or other means;
- (d) the provision of security systems; and
- (e) any other facility, supply or transmission;

Service Line means a pipe, wire, cable, duct, conduit or pole by means of which a Service is, or is to be, provided;

Service Provider means a statutory or Government Agency that provides a Service;

Statutory Service is a Service provided by a Service Provider;

Vehicle includes a boat, trailer, caravan, car, motor bike, golf buggy or any other towable item;

Water Quality Devices Management Plan means the Operations and Maintenance Manual for Water Quality Devices in Annexure A to this Management Statement.

Works means:

- (a) a change to any building;
- (b) a change to any landscaping;
- (c) the construction of a new building or buildings;
- (d) the construction of or a change to a fence;
- (e) the installation of External Equipment;
- (f) the erection of or a change to signs, placards, banners, notices or advertisements;
- (g) the installation of external shutters, blinds, security devices, canopies, awnings or other external improvements other than fly screens on a door on the street facade; or
- (h) a matter referred to in by-law 5.1,

within the Community Parcel but excludes:

- (a) building works carried out by the Developer; and
- (b) internal refurbishment to a building within a Lot.

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34.2 Interpretation

A. Construction

In this Management Statement a reference to:

- (a) the singular includes the plural and vice versa;
- (b) other parts of speech and grammatical forms of a defined word or phrase have a corresponding meaning;
- (c) a month or monthly means calendar month or calendar monthly;
- (d) a quarter means calendar quarter;
- (e) a person includes:
 - (i) a corporation, partnership, joint venture and government body;
 - (ii) the legal representatives, successors and assigns of that person; and
 - (iii) where the context permits, the employees, agents, contractors and invitees of that person;
- (f) a document includes a reference to that document as amended or replaced;
- (g) a thing includes a part of that thing and includes a right;
- (h) a by-law, attachment or annexure, means a by-law, schedule of, or an attachment or annexure to this Management Statement;
- (i) a Law includes all Law amending, consolidating or replacing them;
- (j) a document is a reference to a document of any kind including an agreement in writing, a certificate, a notice or an instrument;
- (k) a provision of this Management Statement is not to be construed against a party solely on the ground that the party is responsible for the preparation of this Management Statement or a particular provision;
- (l) a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority;
- (m) the president of a body or authority means, in the absence of a president the senior officer of the body or authority or any other person fulfilling the duties of the president; and
- (n) 'including' and similar expressions are not words of limitation.

B. Parties bound jointly and individually

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A covenant, representation, warranty or an agreement between more than 1 person binds them jointly and severally.

C. Headings

- (a) Headings and bolding are for guidance only and do not affect the construction of this Management Statement.
- (b) The rights, powers and remedies provided in this Management Statement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Management Statement.

D. Severability

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

E. Community Association Approval

- (a) A person must make an application for approval of the Community Association, Executive Committee or the Design Review Panel under this Management Statement in writing.
- (b) Subject to an express provision in this Management Statement, the Community Association, the Executive Committee and the Design Review Panel may in their absolute discretion:
 - (i) give approval conditionally or unconditionally; or
 - (ii) withhold their approval.
- (c) Subject to an express provision in this Management Statement or any provision of the Community Titles Legislation, consents by the Community Association under this Management Statement may be given by:
 - (i) the Community Association at a general meeting;
 - (ii) the Executive Committee at an Executive Committee meeting; or
 - (iii) the Design Review Panel at its meeting.

F. Community Association Exercise of Rights

- (a) The Community Association may exercise a right, power or remedy:
 - (i) at its discretion; and

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- (ii) separately or concurrently with another right power or remedy;
- (b) 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.
- (c) 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.

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Design Guidelines

[To be inserted]

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Concept Plan

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Schedule 1 - Access Way Plan

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Execution

Signed sealed and delivered on behalf of **PVD No. 21 Pty Ltd ACN 634 562 888** pursuant to section 127 *Corporations Act 2001*, by:

Secretary/Director

Director

Print name

Print name

Mortgagee

Certificate of Approval

It is certified that:

- (a) The consent authority has approved of the development described in Development Application No. _____ dated _____ ; and
- (b) The terms and conditions of this management statement are not inconsistent with the development as approved.

Date: _____

Execution of consent authority:

Executed on behalf of the **Northern Beaches Council** by its Authorised Delegate pursuant to Sec 377 of the Local Government Act 1993.

I certify that I am an eligible witness and that the delegate signed in my presence

Authorised Delegate

Witness

Print name

Print name

Position

Address

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Annexure A - Water Quality Devices Management Plan

OPERATION AND MAINTENANCE MANUAL FOR WATER QUALITY DEVICES

53A Warriewood
Road,
WARRIEWOOD

Prepared for PVD No.21 PTY LTD

JULY 2021

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1.0 MAINTENANCE OBJECTIVES

The water quality devices constructed and occurring naturally within an urban environment suffer from a number of constraints placed upon them by disturbance within the contributing catchment. Consequently these structures in an urban environment cannot be expected to perform efficiently as a natural system without regular maintenance. So, the maintenance is required to increase functionality of each design elements, increase aesthetic amenity and reduce public health and safety risks.

The purposes of this maintenance manual are as follows:

- To set out the procedures of maintenance operations and checklists whereby it can be maintained to a standard that ensures it remains operational in accordance with its original design objectives.
- To provide a systematic monitoring and review procedures for the water quality devices, so that they will remain functionally effective as its original design throughout the design life of the structure.

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2.0 MAINTENANCE OPERATIONS AND CHECKLIST

2.1 MAINTENANCE OPERATIONS

The overall summary of the maintenance operations related to the water quality devices associated with 53A Warriewood Road, Warriewood are summarised in **Table 2.1 (below)**.

Table 2.1: Summary and Condensed Description of Operations

Facility	Inspection	Operation
All pit and pipe inlets and outlets for clear of litter and debris and erosion damage of the structures	Quarterly and immediately following major rainfall events	Mechanical removal and disposal as necessary. Remove any blockages to pits, grates, inlet and outlet pipes and water level control structures and inspect for scour and erosion damage.
Rocla CDS Pollutant Trap (Primary Treatment)	Monthly and immediately following major rainfall events	Mechanical removal and disposal of pollutants as per manufactures specifications (refer to Appendix A)
Bio-retention basin (Basin floor)	Quarterly and immediately following major rainfall events	Manual and mechanical (only if necessary) removal and disposal as necessary. Remove any sediment collections and inspect for scour and erosion damage. Inspect on the quantity and quality of planting.
Bio-retention basin (Subsoil drainage)	Annually	Inspection and flushing (if required) of the bio-retention basin sub soil drainage lines

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3.0 MONITORING AND OPERATION

Monitoring forms a critical component of maintenance; generating frequent records which allow maintenance objectives and performance targets to be adequately gauged. Monitoring will only be useful if all data obtained is recorded accurately and maintained in a reliable database. Field data should be recorded on the appropriate checklists and site maps.

3.1 SCHEDULING OF MAINTENANCE

3.1.1 Inlet and Outlet Structures

Inflows to the basin are protected by Rocla CDS GPT unit which capture gross pollutants and heavy sediment loadings from the system and maintenance procedures are in accordance with Rocla Guidelines. The inlet, outlet pipe structures, including pits needed to be cleaned out every three months (quarter annual). All design structures and riprap aprons are to be inspected and desilting shall be carried out with a small excavator or manual shovel and barrow. As a guide the inlet and outlet structures should be desilted annually.

Inspection procedure is recommended to follow each storm event to check that structures are not restricted by blockages caused from debris/rubbish or damage. The accumulation of sediment is to be recorded whenever inspection or cleaning operations are carried out. Details of any actions are also to be recorded.

3.1.2 Rocla CDS Gross Pollutant Trap (GPT)

The Rocla CDS units are designed at the pipe inlet structures to basins as per C&R Engineering Drawings. It is to be cleaned and maintained monthly or when it is 100% full (level reaches the top of the sump). Additionally, Rocla recommends that non-scheduled inspections be carried out after heavy weather or prolonged periods of rain.

As per Rocla operational manual provided in Appendix A, it is to be mechanically cleaned by using suction and/or grab. During the inspection, any damage within the structure also needs to be checked for its performance.

3.1.3 Basin Debris / Litter/ Sediments

Quarterly inspection should be made to check Basin filter media as well as the surrounding areas including structures, pits and weirs for litter or debris. Maintenance should be scheduled accordingly for debris and litter removal; and removed by manual means which should be carried out quarterly as a minimum and is recommended to be carried out following wet periods. This is to avoid the accumulation of sediment limiting storage. Additional inspections shall be carried out during prolonged wet periods and schedule debris and litter removal to maintain functionality of basin. Record details of litter/debris and action taken.

3.1.4 Basin Erosion

Quarterly inspection should be made to check the filter media and note if any undermining or gully erosion is present around the edges of riprap or formalised drainage paths, spillways or inlet structures. Any scour is to be filled with suitable soil material and stabilise with ground cover, matting, mulch or other materials as deemed necessary. Record details and schedule maintenance accordingly.

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3.1.5 Basin Subsoil Drainage

Annual inspection should be made to check the subsoil drainage is clear of any obstructions and performing appropriately. Flushing of the sub soil lines is to be undertaken to remove any sedimentation. Record details and schedule maintenance and/or repairs accordingly.

3.1.6 Signage

Biannual inspection should be made to check signs have not been vandalised. Replace or repair as required.

3.1.7 Other

Any other observations or concerns regarding the functioning of the basin system are to be recorded and detailed as maintenance staff deem necessary.

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4.0 ANNUAL REVIEW

4.1 PHOTOGRAPHS

Monitoring should incorporate photography to record changes at the site over time. Best times for photographs are December/January, and repeat photos should be taken at the same time each year for the same location.

4.2 ANNUAL REVIEW OF PROCEDURES

The monitoring and maintenance program should be reviewed each year to determine if the maintenance objectives are being fulfilled and to ensure that maintenance staff is finding the maintenance program adequate for performing maintenance tasks.

The yearly review should include an assessment of the maintenance database to determine the effectiveness of inspections, reporting mechanisms and scheduled maintenance tasks which are effective.

Information on the database should be assessed to determine whether any noticeable changes are evident in vegetation, bird usage of the basin, and operational efficiency of any structures. This will further provide indications as to whether sufficient information is being recorded for management purposes.

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5.0 APPENDICIES

Appendix A Rocla CDS Operation and Maintenance Manual