

Approved Form 28**COMMUNITY LAND DEVELOPMENT ACT****COMMUNITY MANAGEMENT STATEMENT****20-22 MACPHERSON STREET, WARRIEWOOD****WARNING**

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

Part 1**By-Laws Fixing Details of Development**

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

By-Law 1. Overview

1.1 Overview

- (a) The Community Parcel is a residential community with a management regime under which the overall management of the Community Parcel is conducted by the Community Association.
- (b) The Community Association is given responsibility under this Management Statement for the control, management and Maintenance of:
 - (i) Community Property; and
 - (ii) certain other parts of the Community Parcel.

1.2 Nature of this Management Statement

This Management Statement is a set of by-laws and plans that regulate the management and operation of the Community Parcel.

1.3 Who is bound by this Management Statement

This Management Statement binds:

- (a) the Community Association;
- (b) each Subsidiary Body; and
- (c) each person who is an Owner or an Occupier of a Lot.

1.4 Variation of this Part 1

This Part 1 can only be varied:

- (a) by unanimous resolution of the Community Association; and
- (b) so long as the Original Proprietor is the registered proprietor of at least one Lot, with the prior written consent of the Original Proprietor.

1.5 Persons bound

Unless stated otherwise in this Management Statement, the Architectural Design Guidelines for the Community Parcel bind:

- (a) the Community Association;
- (b) each Subsidiary Body;
- (c) each Owner of a Lot; and
- (d) each Occupier of a Lot.

1.6 Community Association to adopt

The Community Association must adopt a set of Architectural Design Guidelines for the Community Parcel at the Inaugural General Meeting or at a General Meeting occurring as soon as practicable after the Inaugural General Meeting.

1.7 Obtaining a copy of the Architectural Design Guidelines

- (a) If requested by an Owner of a Lot or a Subsidiary Body, the Community Association must provide, at the reasonable Cost of that Owner or Subsidiary Body, the most recent copy of the Architectural Design Guidelines for the Community Parcel.
- (b) The Community Association may prescribe a fee for providing a copy of the Architectural Design Guidelines for the Community Parcel, which must be paid to the Community Association prior to the Community Association being obliged to provide a copy of it.

1.8 Certain persons not bound

By-law 1.5 does not bind the Original Proprietor.

By-Law 2. Architectural Design Guidelines for subsidiary schemes

2.1 Consent of Community Association

- (a) If a Subsidiary Body adopts a set of Architectural Design Guidelines, the Subsidiary Body must promptly serve a copy on the Community Association.
- (b) The Community Association may consent to the set of Architectural Design Guidelines adopted by the Subsidiary Body in whole or subject to amendments it imposes in its absolute discretion.
- (c) The set of Architectural Design Guidelines adopted by a Subsidiary Body, with any amendments imposed by the Community Association, do not operate until they receive the written consent of the Community Association.

2.2 Administration of Architectural Design Guidelines for a Subsidiary Scheme

The administration and enforcement of the Architectural Design Guidelines for a Subsidiary Scheme is the responsibility of the Community Association or, at the election of the Community Association, the Subsidiary Body.

2.3 Persons bound

Unless stated otherwise in this Management Statement the Architectural Design Guidelines for a Subsidiary Scheme binds the Subsidiary Body and the Owners and Occupiers of Lots within that Subsidiary Scheme.

2.4 Conflict between guidelines

If there is a conflict between the Architectural Design Guidelines for a Subsidiary Scheme and the Architectural Design Guidelines for the Community Parcel, the Architectural Design Guidelines for the Community Parcel prevail to the extent of any inconsistency.

2.5 Certain persons not bound

By-law 2.3 does not bind the Original Proprietor.

By-Law 3. Amending the Architectural Design Guidelines for the Community Parcel

3.1 By the Original Proprietor

The Original Proprietor may replace or amend the Architectural Design Guidelines for the Community Parcel in the manner contemplated by-law 8.3.

3.2 By the Community Association

The Architectural Design Guidelines for the Community Parcel may be replaced or amended by the Community Association if:

- (a) the changes are approved in General Meeting of the Community Association by Special Resolution; and
- (b) so long as the Original Proprietor is the registered proprietor of at least one Lot, the Original Proprietor has consented in writing.

3.3 Regular review of the Architectural Design Guidelines

At the first General Meeting to occur after the tenth anniversary of the registration of the Community Plan and at least once in every ten-year period after that, the Community Association must determine:

- (a) the suitability of the Architectural Design Guidelines for the Community Parcel;
- (b) what changes are appropriate (if any); and
- (c) what action is necessary, including under this Management Statement, to effect those changes (if any).

3.4 Application to amend the Architectural Design Guidelines for the Community Parcel

- (a) An Owner of a Lot may apply to the Community Association to amend the Architectural Design Guidelines for the Community Parcel.

- (b) A Subsidiary Body may apply to the Community Association to amend the Architectural Design Guidelines for the Community Parcel.
- (c) An application under this by-law 3.4 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.

3.5 Decision of Community Association

- (a) The Community Association must refer an application to amend the Architectural Design Guidelines for the Community Parcel to a General Meeting for decision.
- (b) To determine an application, the Community Association may request additional information, reports or documents and may determine these are to be provided at the expense of the requesting party.

3.6 Copy of amended Architectural Design Guidelines for the Community Parcel to be provided

- (a) If the Architectural Design Guidelines for the Community Parcel are amended by the Original Proprietor in accordance with by-laws 3.1 and 8.3 or by the Community Association in accordance with by-law 3.2 or by-law 3.3, then within a reasonable time the Community Association must deliver a copy of the amendments to:
 - (i) each Owner of a Lot; and
 - (ii) each Subsidiary Body.
- (b) The Community Association will have satisfied its obligations in by-law 3.6(a) if a copy of the amended guidelines is included in the Community Association website (if one exists) and each Subsidiary Body and Owner of a Lot is notified in writing that changes have been made and of their availability on the website.

By-Law 4. Amending the Architectural Design Guidelines for subsidiary schemes

4.1 By the Original Proprietor

The Original Proprietor may replace or amend the Architectural Design Guidelines for a Subsidiary Scheme in the manner contemplated by-law 8.3.

4.2 By the Subsidiary Body

The Architectural Design Guidelines for a Subsidiary Scheme may be replaced or amended by the Subsidiary Body if:

- (a) the changes are approved at a General Meeting of the Subsidiary Body by Special Resolution;
- (b) the Community Association has consented in writing in accordance with by-law 4.3; and
- (c) so long as the Original Proprietor is the registered proprietor of at least one Lot in the Subsidiary Scheme, the Original Proprietor has consented in writing.

4.3 Consent of Community Association

- (a) If a Subsidiary Body proposes to amend the Architectural Design Guidelines for its scheme, the Subsidiary Body must promptly serve a copy of the proposed amendment on the Community Association and must consult with the Community Association about the changes.
- (b) The Community Association may consent to any amendment proposed by the Subsidiary Body in whole or subject to any further amendment it imposes acting reasonably.
- (c) Any amendment proposed by the Subsidiary Body does not become effective until it receives the written consent of the Community Association.

4.4 Regular review of the Architectural Design Guidelines

At the same time as the Community Association conducts its regular reviews of the Architectural Design Guidelines under by-law 3.3, each Subsidiary Body must, in consultation with the Community Association, make a similar determination as to:

- (a) the suitability of the Architectural Design Guidelines for its Subsidiary Scheme;
- (b) what changes are appropriate (if any); and
- (c) what action is necessary, including under this Management Statement, to effect those changes (if any).

4.5 Application by Owner of a Lot to amend Architectural Design Guidelines for a Subsidiary Scheme

- (a) An Owner of a Lot in a Subsidiary Scheme may apply to a Subsidiary Body to amend the Architectural Design Guidelines for the Subsidiary Scheme.
- (b) An application must contain sufficient detail of the proposed amendments to enable the Subsidiary Body to understand with reasonable certainty the nature and extent of the proposed amendments.

4.6 Decision of Community Association

- (a) A Subsidiary Body must refer an application to amend the Architectural Design Guidelines for its Subsidiary Scheme to a General Meeting of the Subsidiary Body for decision. Any application may only be referred to a General Meeting of the Subsidiary Body if the Community Association has consented to the proposed amendment by way of an Ordinary Resolution at a General Meeting of the Community Association.
- (b) In order to determine an application, the Subsidiary Body may request additional information, reports or documents and may determine these are to be provided at the expense of the requesting party.

4.7 Copy of amended Architectural Design Guidelines to be provided

- (a) If a Subsidiary Body amends the Architectural Design Guidelines for its Subsidiary Scheme in the manner contemplated by this By-Law 4, then within a reasonable time the Subsidiary Body must deliver a copy of the amendments to:
 - (i) each Owner of a Lot in the Subsidiary Scheme; and
 - (ii) the Community Association.

- (b) A Subsidiary Body will have satisfied its obligations in by-law 4.7(a) if a copy of the amended Architectural Design Guidelines is included in the Community Association website (if one exists) and the Community Association and each Owner of a Lot in the Subsidiary Scheme is notified in writing that changes have been made and notified of their availability on the website.

By-Law 5. Development Activities

5.1 When consent to certain works is required

Before carrying out any Development Activity on a Lot, the Owner of the Lot must:

- (a) if required by any law, apply to the Consent Authority for, and procure from the Consent Authority, a Development Consent to that Development Activity; and
- (b) apply to the Original Proprietor for, and procure from the Original Proprietor, consent to that Development Activity in the manner required by this Management Statement.

5.2 Development Activities

Development Activities are:

- (a) the construction of any Improvement or extension or addition to an Improvement;
- (b) altering the external appearance of an Improvement, for example, a change to its colour or to the external materials used to clad the Improvement;
- (c) the installation and Maintenance of External Fixtures;
- (d) the demolition of an Improvement; and
- (e) any other matter determined by the Original Proprietor to be a Development Activity.

5.3 Development Activity consent

- (a) An Owner of a Lot must not, and must not permit any other person to:

- (i) commence;
- (ii) carry out; or
- (iii) continue to carry out,

a Development Activity on its Lot unless it first obtains a written consent from the Original Proprietor in connection with that Development Activity.

- (b) A Subsidiary Body must not, and must not permit any other person to:

- (i) commence;
- (ii) carry out; or
- (iii) continue to carry out,

a Development Activity on its Subsidiary Property unless it first obtains a written consent from the Original Proprietor in connection with that Development Activity.

By-Law 6. Approval procedures for Development Activities

6.1 Development Activity Application

A Development Activity may not be carried out, or commence to be carried out, on Subsidiary Property or a Lot unless:

- (a) a Development Activity Application has been made to the Original Proprietor in the approved form;
- (b) the Original Proprietor has approved that Development Activity in writing; and
- (c) all relevant consents from all relevant Authorities have been obtained to the Development Activity.

6.2 Who may make a Development Activity Application

A Development Activity Application may be made by:

- (a) in respect of a Lot;
 - (i) the Owner of the Lot; or
 - (ii) any other person with the written authority of the Owner of the Lot; and
- (b) in respect of Subsidiary Property;
 - (i) the relevant Subsidiary Body; or
 - (ii) any other person with the written authority of the Subsidiary Body.

6.3 Further information

To assist the Original Proprietor with any decision about a Development Activity Application, the Original Proprietor may request the following:

- (a) additional plans and specifications;
- (b) additional information, reports or documents;
- (c) details of changes to be made to the plans and specifications if an Authority requires those changes; and
- (d) any other relevant information, facts or material required by the Original Proprietor.

6.4 Matters to take into consideration

In making its decision on whether to consent to a particular Development Activity, the Original Proprietor must only be concerned whether the proposed Development Activity complies with the applicable Architectural Design Guidelines.

6.5 Conditions

The Original Proprietor's consent under this By-Law 6 may be given unconditionally, or on conditions. If the consent is given on conditions, the conditions must be set out in writing.

6.6 Later decisions

If the Original Proprietor gives consent to a particular Development Activity, then that consent does not affect the ability of the Original Proprietor to disapprove or approve with conditions future applications of the same or similar nature.

6.7 Reliance only on a written consent of the Original Proprietor

An Owner of a Lot or a Subsidiary Body will not be regarded as having the approval of the Original Proprietor to a Development Activity unless, in connection with that activity, the Owner or Subsidiary Body has received written consent from the Original Proprietor.

6.8 Prescribed Fee

A Development Activity Application must be accompanied by the Prescribed Fee payable to the Original Proprietor.

By-Law 7. Development Works

7.1 Development Works not permitted to remain

- (a) An Owner of a Lot must not permit to remain on its Lot any Development Works which are not the subject of a consent by the Original Proprietor in accordance with By-Law 6.
- (b) A Subsidiary Body must not permit to remain on its Subsidiary Property any Development Works which are not the subject of a consent by the Original Proprietor in accordance with By-Law 6.

7.2 Construction obligations

- (a) An Owner of a Lot must ensure Development Works and the manner in which Development Works are constructed, used and managed on any Lot comply with:
 - (i) the applicable Architectural Design Guidelines; and
 - (ii) the written consent from the Original Proprietor to the Development Activity and any condition in that consent.
- (b) A Subsidiary Body must ensure Development Works and the manner in which Development Works are constructed, used and managed on the Subsidiary Property of that Subsidiary Body comply with:
 - (i) the applicable Architectural Design Guidelines; and
 - (ii) the written consent from the Original Proprietor to the Development Activity and any condition in that consent.
- (c) When carrying out Development Works, an Owner of a Lot or Subsidiary Body must:
 - (i) ensure no damage is caused to Community Property or Subsidiary Property or to any landscaping on Community Property or Subsidiary Property or to any Lot;
 - (ii) ensure no damage is caused to Service Equipment or Services within the Community Parcel;

- (iii) ensure the works are carried out in a proper and workmanlike manner;
- (iv) ensure the works are carried out in accordance with the requirements of all appropriate Authorities and in accordance with the terms of all consents, approvals, certificates and licences;
- (v) repair any damage caused to Community Property or Subsidiary Property or a Lot as a result of the works;
- (vi) repair or replace any damaged landscaping on Community Property or Subsidiary Property; and
- (vii) notify the Community Association of the proposed commencing and terminating dates of the Development Works.

7.3 Rules

- (a) The Association Committee may formulate rules governing the conduct of activities on the Community Parcel during the approval and construction phases of Development Works.
- (b) Owners of Lots must comply and procure that Occupiers of their Lots comply with those rules which have been communicated to the Owners and which relate to their Lot.
- (c) Subsidiary Bodies must comply with those rules which have been communicated to them and which relate to their Subsidiary Property.

By-Law 8. Original Proprietor

8.1 Functions of the Original Proprietor in connection with Development Activity Applications

- (a) The Original Proprietor, in connection with Development Activity Applications, has the following Functions:
 - (i) consulting and meeting with applicants regarding proposed Development Activity Applications, if required in the opinion of the Original Proprietor at its absolute discretion;
 - (ii) receiving and processing Development Activity Applications; and
 - (iii) issuing or refusing consents to Development Activity Applications.
- (b) Original Proprietor may, at its election, exercise its functions so far as they relate to Development Activity Applications for any period of time specified in a written notice from the Original Proprietor served on the Community Association.
- (c) Any notice by the Original Proprietor under by-law 8.1(b) may be amended from time to time by another written notice from the Original Proprietor.
- (d) The rights of the Original Proprietor in this by-law 8.1 cease either when the Original Proprietor serves written notice on the Community Association that it terminates its rights under this by-law 8.1.

8.2 Role of the Original Proprietor

- (a) The role of the Original Proprietor is procedural only.

- (b) The Original Proprietor is not responsible for the adequacy or appropriateness of any Development Activity or any consent which issues for a Development Activity.

8.3 Changes to the Architectural Design Guidelines by Original Proprietor

- (a) The Original Proprietor may at its election replace or amend the Architectural Design Guidelines for the Community Parcel and for any Subsidiary Scheme.
- (b) If the Original Proprietor elects to replace or amend Architectural Design Guidelines, the Original Proprietor must communicate those changes in writing to the Community Association and relevant Subsidiary Scheme within 15 Business Days of the changes.
- (c) The amended Architectural Design Guidelines become the Architectural Design Guidelines for the Community Parcel, and for the Subsidiary Scheme, as applicable, when the amendments are communicated to the Community Association and relevant Subsidiary Scheme.
- (d) If the Original Proprietor changes the Architectural or Landscape Guidelines for the Community Parcel, then within a reasonable time the Community Association must deliver a copy of the amendments to:
 - (i) each Owner of a Community Lot; and
 - (ii) each Subsidiary Body.
- (e) If the Original Proprietor changes the Architectural or Landscape Guidelines for a Subsidiary Scheme, then within a reasonable time the Subsidiary Body must deliver a copy of the amendments to each Owner of a Lot in the Subsidiary Scheme.
- (f) The Community Association will have satisfied its obligations in by-law 8.3(d) if a copy of the amended guidelines is included on the Community Association website (if one exists) and each Subsidiary Body and Owner of a Community Lot is notified in writing that changes have been made and notified of their availability on the website.
- (g) The Subsidiary Body will have satisfied its obligations in by-law 8.3(e) if a copy of the amended guidelines is included on the Community Association website (if one exists) and each Owner of a Lot in the Subsidiary Scheme is notified in writing that changes have been made and notified of their availability on the website.

8.4 Original Proprietor not bound

- (a) The Original Proprietor is not bound:
 - (i) by the Architectural Design Guidelines for the Community Parcel or any Subsidiary Scheme; and
 - (ii) to follow the procedures in this Part 1 so far as they relate to Development Activities and obtaining the consent of the Original Proprietor.
- (b) Reference to 'Original Proprietor' in this Part is a reference to:
 - (i) Green Kingswood Pty Ltd ACN 651 570 946; and
 - (ii) any person who is the registered proprietor of a Community Lot and in respect of whom Green Kingswood Pty Ltd ACN 651 570 946 has given notice to the Community Association to the effect that that person is to

have the same rights as the rights of the Original Proprietor under Part 1 of this Management Statement.

8.5 Special Rights regarding Project Activities

- (a) It is acknowledged by all Owners of Lots, Occupiers of Lots and Subsidiary Bodies that the Community Parcel will be developed in stages over time and as a consequence the Original Proprietor will be carrying out Project Activities over time.
- (b) To enable and assist the carrying out by the Original Proprietor of Project Activities, the Original Proprietor is permitted to bring on to the Community Parcel and use such equipment as the Original Proprietor determines in its absolute discretion.
- (c) Amongst the equipment referred to in by-law 8.5(b) are cranes which the Original Proprietor may use, subject to the requirements of any applicable law, in such manner as the Original Proprietor determines in its absolute discretion, including by using them in such a way that parts of them pass through the airspace of a Community Lot or a Subsidiary Parcel.
- (d) An Owner of a Lot, an Occupier of a Lot and a Subsidiary Body may not object to the fact that a part of a crane being used by the Original Proprietor and anything being carried by that crane passes through the airspace of a Community Lot or a Subsidiary Parcel and, in particular, must not take any action or procure the taking of any action which might interfere with the use of such crane and might thereby interfere with and delay the carrying out of Project Activities.

Part 2

Association Property Rights

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

By-Law 9. Original Proprietor's rights and obligations in respect of Association Property

9.1 Association Property Rights By-law

This By-Law 9 is an Association Property Rights By-law.

9.2 Rights of Original Proprietor

For a number of the Original Proprietor's purposes, including to enable and assist the carrying out by the Original Proprietor of Project Activities, the use of the whole of Community Property (**Restricted Association Property**) is restricted to the Original Proprietor on the terms set out in this By-Law 9. In particular, the Original Proprietor has the right at any time at its expense to:

- (a) unrestricted access by all means to and over Restricted Association Property;
- (b) occupy and use Restricted Association Property at all times and for any purpose for which it may be used;
- (c) carry out Project Activities in Special Restricted Community Property;
- (d) park Vehicles and leave equipment and building materials in Restricted Association Property;
- (e) place in or attach to Restricted Association Property temporary structures, including temporary offices and sheds;
- (f) install, alter and connect to Service Equipment forming part of Restricted Association Property;
- (g) place in or attach to Restricted Association Property marketing and advertising signs, placards, banners and notices;
- (h) conduct Selling and Leasing Activities, including the holding of public auctions, in Restricted Association Property;
- (i) build and use in Restricted Association Property a display facility in connection with Selling and Leasing Activities;
- (j) hold events and functions in Restricted Association Property in connection with Selling and Leasing Activities;

- (k) if appropriate, lock or otherwise secure any part or parts of Restricted Association Property provided that a key or other method of access for the locked or secured area is available to the secretary of the Community Association on demand;
- (l) grant to any person a right of access to and over and/or a right to occupy and use the whole or any part or parts of Restricted Association Property, either exclusively or non-exclusively; and
- (m) authorise any person to exercise some or all of the Original Proprietor's rights under this By-Law 9.

9.3 Until the Association Property Rights of the Original Proprietor under this By-Law 9 have ended

Until the Association Property Rights of the Original Proprietor under this By-Law 9 have ended in relation to a part or the whole of Restricted Association Property, no Association Property Rights can be created in respect of that part or the whole of Restricted Association Property, unless the Original Proprietor gives its prior consent.

9.4 Control, Management and Maintenance of Restricted Association Property

While the Original Proprietor has Association Property Rights in relation to Restricted Association Property under this By-Law 9:

- (a) the Original Proprietor must control, manage and Maintain Restricted Association Property to the extent necessary or desirable as a result of the exercise of the Original Proprietor's rights under this By-Law 9;
- (b) the Community Association must control, manage and Maintain Restricted Association Property to the extent that the Original Proprietor does not do so under this By-Law 9; and
- (c) the Community Association is responsible for any costs necessarily and reasonably incurred by either the Community Association or the Original Proprietor in connection with the control, management, and Maintenance of Restricted Association Property.

9.5 Obligations of Original Proprietor

The Original Proprietor must:

- (a) take reasonable steps to minimise disturbance to Owners and Occupiers as a result of the carrying out of Project Activities in Restricted Association Property;
- (b) take reasonable steps to ensure that the carrying out of Project Activities on Restricted Association Property interferes as little as reasonably practicable with the Restricted Use Rights created by-law 9.1;
- (c) repair any damage to Restricted Association Property caused by the exercise of the rights of the Original Proprietor under this By-Law 9; and
- (d) leave Restricted Association Property clean and tidy after Project Activities are finished.

9.6 Compliance with section 136 of the Management Act

For the purposes of compliance with section 136 of the Management Act it is noted that there are no matters for inclusion in this By-Law 9 relating to the determination, imposition and collection of levies in relation to the Original Proprietor.

9.7 Termination of Original Proprietor's Restricted Use Rights

The Restricted Use Rights of the Original Proprietor under this By-Law 9 in relation to:

- (a) any part of Restricted Association Property end when the Original Proprietor gives a notice to the Community Association that the part is no longer required in connection with the Original Proprietor's purposes; and
- (b) all Restricted Association Property end when the Original Proprietor gives a notice to the Community Association that no part is required in connection with the Original Proprietor's purposes.

9.8 No hindrance to Original Proprietor

Nothing in this Management Statement binds the Original Proprietor so that the Original Proprietor is hindered in or prevented from exercising rights under this By-Law 9.

By-Law 10. Association Property Rights generally

10.1 The purpose of By-Law 10

The purpose of this By-Law 10 is to provide for the coming into existence of Association Property Rights after the registration of the Community Plan.

10.2 Making of Association Property Rights By-laws

Subject to the provisions of the Management Act, any other applicable Act and anything elsewhere in this management statement, the Community Association can make Association Property Rights By-laws and must, if the Original Proprietor gives it a notice under by-law 10.3, make an Association Property Rights By-law in accordance with that notice.

10.3 Original Proprietor's notice to Community Association

If the Original Proprietor wants the Community Association to make an Association Property Rights By-law it must give a notice to the Community Association that includes the following:

- (a) details of all matters required to be included in the Association Property Rights By-law in order for the by-law to comply with section 135 of the Management Act;
- (b) details of all other matters that the Original Proprietor determines in its absolute discretion should be included in the Association Property Rights By-law; and attaches:
- (c) a plan showing the part of Community Property in respect of which the Community Association is to make the Association Property Rights By-law; and
- (d) the consent of the person intended to have the benefit of the Association Property Rights.

10.4 Restriction on power of Community Association to make certain by-laws

The Community Association can only make:

- (a) an Association Property Rights By-law; or
- (b) a by-law affecting Restricted Association Property,

after the expiry of the Initial Period of the Community Scheme, by Special Resolution, with the prior consent of the person intended to have or already having the benefit of the relevant Association Property Rights, as the case may be, and, while the Original Proprietor is the registered proprietor of any Lot, with the prior consent of the Original Proprietor.

10.5 Restriction on power of Community Association to vary certain by-laws

The Community Association can only vary:

- (a) an Association Property Rights By-law; or
- (b) an existing by-law affecting Restricted Association Property,

after the expiry of the Initial Period of the Community Scheme, by Special Resolution, with the prior consent of the person having the benefit of the relevant Association Property Rights and, while the Original Proprietor is the registered proprietor of any Lot, with the prior consent of the Original Proprietor.

10.6 Variation of Association Property Rights

Despite the effect of any other by-law, the Community Association can at any time enter into an agreement with a person having Association Property Rights to vary those rights as to:

- (a) the extent to which that person or the Community Association has the responsibility to control, manage and Maintain the relevant Restricted Association Property; and/or
- (b) the amount to be reimbursed to the Community Association for any costs the Community Association incurs in connection with the relevant Restricted Association Property.

10.7 Variation of By-Law 10

This By-Law 10 can only be varied:

- (a) after the expiry of the Initial Period of the Community Scheme;
- (b) by Special Resolution of the Community Association; and
- (c) while the Original Proprietor is the registered proprietor of any Lot, with the prior consent of the Original Proprietor.

By-Law 11. Association Committee

11.1 Constitution

- (a) The Association Committee must be established under the Management Act.
- (b) The officers of the Association Committee are the secretary, treasurer and chairperson.

11.2 Functions of the Secretary

The Functions of the secretary of the Association Committee include:

- (a) convening meetings of the Community Association and the Association Committee;

- (b) preparing and distributing minutes of meetings of the Community Association and the Association Committee;
- (c) on behalf of the Community Association and the Association Committee, giving a notice 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 division 1 of part 9 of the Management Act;
- (f) answering communications addressed to the Community Association or the Association Committee;
- (g) performing administrative or secretarial Functions on behalf of the Community Association and the Association Committee; and
- (h) keeping records under division 1 of part 10 of the Management Act.

11.3 Functions of the treasurer

The Functions of the treasurer of the Association Committee include:

- (a) notifying members of the Community Association of contributions levied under the Management Act and collecting those contributions;
- (b) receiving, acknowledging, banking and accounting for any money paid to the Community Association under this Management Statement or the Community Legislation;
- (c) preparing certificates providing details of contributions, insurances and other matters under division 2 of part 10 of the Management Act;
- (d) keeping prescribed accounting records as required under division 4 of part 5 of the Management Act; and
- (e) preparing financial statements as required under division 3 of part 5 of the Management Act.

11.4 Function of the chairperson

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

11.5 Sub-committees

The Association 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 Association Committee; and
- (c) report the findings of the sub-committee to the Association Committee.

11.6 No remuneration

A member of the Association Committee:

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

11.7 Protection of Association Committee members from liability

- (a) A member of the Association Committee is not liable for any loss or damage occurring by reason of an act done in that member's capacity as a member of the Association Committee.
- (b) By-law 11.7(a) does not apply if a member is fraudulent or negligent other than negligence where the member acted in good faith.

By-Law 12. Meetings

12.1 Meetings

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

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

12.2 Right of Owner to attend meetings

- (a) An Owner of a Community Lot or, where the Owner is a corporation, the company nominee of the corporation, may attend a meeting of the Association Committee.
- (b) That person may address the meeting only if the Association Committee passes a resolution authorising the person to do so.

12.3 Meeting at Request of Members

- (a) At the request of not less than one third of the members of the Association Committee, the secretary must convene a meeting.
- (b) Subject to by-law 12.3(a), 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 receiving the request.
- (e) If the secretary is absent, a member of the Association Committee must convene the meeting in accordance with by-law 12.3(d).

12.4 Out of meeting determinations

Subject to clause 7(4) of part 3 in schedule 2 of the Management Act, a resolution is valid as if that resolution had been passed at a duly convened meeting of the Association Committee, even though the meeting was not held, if:

- (a) the person convening the meeting has observed this Management Statement and the Management Act;
- (b) each member of the Association Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting not less than 72 hours prior to the time of the meeting; and
- (c) the resolution has been approved in writing by a majority of members of the Association Committee.

12.5 Notices and minutes of meetings

- (a) If the Community Association has placed a notice board on Community Property, then the Association Committee complies with this By-Law 12 if the Association Committee ensures that the agenda, notice and minutes are placed on the notice board.
- (b) At least 72 hours before a meeting of the Association Committee, the Association 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 and each member of the Association Committee with a copy of the agenda for the meeting.
- (c) The agenda must list the business that the Association Committee will deal with at the meeting.
- (d) The secretary must ensure that:
 - (i) minutes of the Association 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 Association Committee;
 - (B) records of decisions of the Association Committee; and
 - (C) records of notices.
- (e) If the secretary is absent, then the chair must ensure that the Association Committee complies with by-law 12.5(d).

By-Law 13. Contributions

- (a) An Owner of a Community Lot must pay:
 - (i) contributions levied under this Management Statement and the Community Legislation when they fall due; and

- (ii) on demand, any Costs of the Community Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under the by-laws in relation to the Owner.
- (b) If a contribution or amount payable under this Management Statement or the Community Legislation is not paid when due, then interest is payable under section 90(1) of the Management Act.
- (c) Nothing in this By-Law 13 prevents the Community Association from recovering any amount exceeding interest calculated under this By-Law 13 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 Association Committee about a matter or a sum payable to the Community Association is prima facie evidence of:
 - (i) the amount; and
 - (ii) any other fact stated in that certificate.

Part 3

Mandatory Matters

By-Law 14. Open Access Ways

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

By-Law 15. Responsibility, management, use and maintenance of Community Property

15.1 Responsibility of Community Association

The Community Association is responsible for the control, management and Maintenance of Community Property.

15.2 Responsibility of Owners and Occupiers of Lots

- (a) An Owner or Occupier of a Lot 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 otherwise than in the normal course of use of Community Property;
 - (ii) obstructs the use of Community Property;
 - (iii) uses any part of Community Property for the Owner's or Occupier's own purposes;
 - (iv) erects on Community Property any Improvement;
 - (v) attaches to Community Property any item;
 - (vi) does or permits anything which might damage Community Property; or
 - (vii) alters Community Property.
- (b) Owners and Occupiers of Lots must:
 - (i) make a booking with the Community Association before using any barbeque facilities located on the Community Property;

- (ii) if required by the Community Association, pay to the Owners Corporation in cleared funds a bond in an amount specified by the Community Association, which bond may be used by the Community Association to effect any repair or replacement of any parts of the barbeque facilities damaged by the Owner or Occupier or their invitees;
- (iii) give notice to the Community Association of any damage to or defect in the Community Property immediately after the Owner or Occupier becomes aware of such damage or defect;
- (iv) only use anything on Community Property for the purpose for which it was constructed or provided;
- (v) comply with the reasonable directions on any signage affixed or attached to the Community Property;
- (vi) only use or enjoy the Community Property in a manner or for a purpose which does not interfere with the use and enjoyment of the Community Property by another Owner or Occupier of a Lot or a Permitted Person;
- (vii) supervise any children under the age of 16 years at all times; and
- (viii) keep the Community Facilities clean and tidy when leaving the Community Property, including ensuring any waste is properly disposed of and the barbeque facilities are cleaned after use.

By-Law 16. Fencing

16.1 Architectural Design Guidelines

Constructing any fence or replacing any fence on a Lot or Subsidiary Property is governed by the Architectural Design Guidelines and requires the consent of the Original Proprietor.

16.2 Internal fencing

Subject to the provisions of by-law 16.3, the *Dividing Fences Act 1991* applies as between the following parts of the Community Parcel and the respective owners of those parts:

- (a) Community Property and a Community Lot;
- (b) a Community Lot and another Community Lot;
- (c) Community Property and Neighbourhood Property;
- (d) Community Property and a Neighbourhood Lot;
- (e) Neighbourhood Property and a Neighbourhood Lot;
- (f) a Neighbourhood Lot and another Neighbourhood Lot;
- (g) a Strata Parcel and another Strata Parcel;
- (h) a Strata Parcel and Community Property; and
- (i) a Strata Parcel and a Community Lot.

16.3 Position of Original Proprietor

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

- (a) any other Lot;
- (b) Community Property;
- (c) Precinct Property; or
- (d) Neighbourhood Property.

By-Law 17. Garbage

- (a) Owners and Occupiers of Lots and Subsidiary Bodies must comply with the provisions of this Management Statement and the requirements of an Authority or the Community Association about the removal and collection of Garbage and the recycling of Garbage.
- (b) Each Owner or Occupier of a Lot must:
 - (i) on each night allocated by Council, take their Garbage bins to the area directed by the Community Association;
 - (ii) return its empty Garbage bins to their Lot promptly after collection and, in all cases, on the same day as the collection;
 - (iii) not deposit Garbage on:
 - (A) Community Property other than in accordance with this by-law or in an appropriate receptacle or space;
 - (B) any Lot other than their Lot; or
 - (C) their Lot other than in an appropriate receptacle or space.
- (c) Each Subsidiary Body is responsible for arranging its own garbage bins and must place those garbage bins on that part of the Community Parcel directed by the Community Association for collection by the Council.
- (d) When not put out for collection, bins must not be placed or allowed to remain on any part of Community Property or Subsidiary Property.

By-Law 18. Services

18.1 Service Provider's responsibility to Maintain

A Service Provider must Maintain any Service and associated Service Equipment that it is responsible to provide.

18.2 Statutory easements

On installation of a Service or a Service Line, a statutory easement will be created over parts of the Community Parcel designated on the Community Plan for the provision of Services through Service Lines.

18.3 Community Association to be responsible

The Community Association is responsible for and must Maintain any Service and associated Service Equipment for which no other Service Provider is responsible.

18.4 Rights of Community Association regarding Services

- (a) The Community Association may:
 - (i) provide a Service to any Subsidiary Body or Owner or Occupier of a Lot;
 - (ii) arrange for the installation and the Maintenance of Service Equipment for that Service; and
 - (iii) contract with a person to manage all or some of the elements of providing that Service, including the Maintenance of associated Service Equipment.
- (b) The Community Association may contract with a person to:
 - (i) provide a Service to any Subsidiary Body or Owner or Occupier of a Lot; and
 - (ii) install and Maintain the Service Equipment for that Service.
- (c) If, in the opinion of the Community Association, reasonably held, a Service Provider is not satisfactorily providing a Service, including Maintaining associated Service Equipment, the Community Association may, to the extent it is able to do so without breaching any law or legal obligation, provide that Service and Maintain that associated Service Equipment.
- (d) The Community Association may provide and Maintain additional Services and their associated Service Equipment.

18.5 Obligations of Community Association to Maintain Private Service Equipment

The Community Association must ensure that the Private Service Equipment is Maintained.

18.6 Right of Community Association to contract out Maintenance

The Community Association may contract with a person for the Maintenance of the Private Service Equipment.

18.7 Allocation of costs of Maintenance of Services

If any Service being provided by the Community Association does not benefit all Community Lots and Subsidiary Schemes, the Community Association can at any time determine in its absolute discretion which Community Lots and Subsidiary Schemes should pay for the cost of Maintaining that Service and associated Service Equipment and impose on and collect levies from the Owners of those lots and the relevant Subsidiary Bodies, on account of that cost.

18.8 Obligations of Subsidiary Bodies, Owners and Occupiers regarding Services and Service Equipment

A Subsidiary Body and an Owner or Occupier of a Lot must not, unless they have the prior consent of the Community Association:

- (a) carry out any Works that interrupt any Service;

- (b) overload or damage any Service Equipment; or
- (c) obstruct or prevent access to any Service Equipment.

18.9 Defective operation of or damage to Service Equipment to be notified

If an Owner or Occupier of a Lot becomes aware of the defective operation of a Service or damage to any Service Equipment they must immediately notify the Community Association.

18.10 Rights of Community Association to enter a Lot or Subsidiary Property

- (a) If the Community Association is responsible or has assumed responsibility for and is providing and Maintaining any Service and associated Service Equipment, the Community Association can enter a Lot or Subsidiary Property to inspect and:
 - (i) Maintain that associated Service Equipment;
 - (ii) Maintain a part and remove the balance of that associated Service Equipment; or
 - (iii) remove the whole of that associated Service Equipment.
- (b) For the purposes of this By-Law 17(a):
 - (i) in a situation that is an emergency, the Community Association can enter a Lot or Subsidiary Property at any time; and
 - (ii) in a situation that is not an emergency, the Community Association can enter a Lot or Subsidiary Property after giving reasonable notice to the relevant person.

18.11 Obligations of Community Association regarding exercise of rights

In exercising its rights under this By-Law 17(a) the Community Association must:

- (a) take reasonable steps to minimise disturbance to any Subsidiary Body and Owners and Occupiers of Lots; and
- (b) repair any damage to any Subsidiary Property or Lot caused by the exercise of those rights and leave the Subsidiary Property or Lot clean and tidy.

18.12 Covenants and Easements

Owners and Occupiers of Lots must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Community Property.

By-Law 19. Insurance

- (a) The Community Association must take out all insurances required under the Management Act or any other Act and may take out any other insurances as it determines at any time.
- (b) The Community Association must review, on an annual basis:
 - (i) all of its insurances; and
 - (ii) the need for new or additional insurances.

- (c) Notice of an Annual General Meeting must include a form of motion to decide whether the insurances of the Community Association should be confirmed, varied or extended.
- (d) If there is an increase in risk or a new risk to the Community Property then the Community Association must immediately:
 - (i) effect new insurances; or
 - (ii) vary or extend existing insurances.
- (e) An Owner of a Lot must obtain the written approval of the Community Association before that Owner does anything that might:
 - (i) void or prejudice any insurance of the Community Association; or
 - (ii) increase any insurance premium which is payable by the Community Association.

Part 4

Optional Matters

By-Law 20. Obligations on Owners and Occupiers

20.1 Dealings with Community Property

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

20.2 Behaviour and responsibility when on Community Property

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

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

20.3 Occupation and use of Lots

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

- (C) any activity on their Lot which involves exposure to view from any other Lot of any unsightly matter;
- (D) any activity on their Lot which requires or is likely to require the provision of any essential service main of greater capacity than that available;
- (E) commercial activities on their Lot; or
- (F) any industry on their Lot;
- (ii) do anything that might damage the good reputation of the Community Parcel;
- (iii) erect a Sign or Signs on any part of their Lot, other than one 'For Sale' sign and one 'For Lease' sign with a surface area less than 1.2 square metres squared and other than one sign which, subject to the provisions of the Architectural Design Guidelines, indicates the name and occupation of the resident; or
- (iv) store on their Lot building materials, surplus excavated materials, waste, rubbish or firewood visible from any other Lot, Subsidiary Property or a public road.

20.4 Permitted Persons

- (a) Owners and Occupiers of Lots must take all reasonable steps to ensure a Permitted Person complies with these by-laws.
- (b) If an Owner or Occupier of a Lot cannot comply with by-law 20.4(a), then that Owner or Occupier must:
 - (i) withdraw the consent of the person to be on or remain on, the Community Parcel; and
 - (ii) request that person to immediately leave the Community Parcel.
- (c) 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.
- (d) Owners and Occupiers of Lots must ensure a Permitted Person does not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier of a Lot or any other Permitted Person in the Community Parcel.

20.5 Lessees/licensees

An Owner whose Lot is the subject of a lease or licence 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, 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.

20.6 Things done at Owner's or Occupier's Cost

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

20.7 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 Association Committee.

By-Law 21. Obligations of Subsidiary Bodies

21.1 Dealings with Community Property

- (a) Subsidiary Bodies must compensate the Community Association for any damage to the Community Property or personal property vested in the Community Association caused by them or any of their invitees.
- (b) Subsidiary Bodies must not:
 - (i) without the prior written consent of the Community Association, interfere with the operation of, or modify, any equipment installed in the Community Property;
 - (ii) without the prior written consent of the Community Association, interfere with Community Property or remove any article from Community Property placed there by direction or authority of the Community Association;
 - (iii) bring or permit to enter, any heavy article onto the Community Parcel which might cause structural damage to Community Property;
 - (iv) purposely damage or use part of a lawn or garden;
 - (v) a plant or tree for their own purpose; or
 - (vi) damage any lawn, plant tree or garden situated on or within the Community Parcel.

21.2 Compliance with notice

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

21.3 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 Association Committee.

By-Law 22. Maintenance

22.1 Exterior Maintenance of Lots

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

22.2 Exterior maintenance of Subsidiary Property

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

22.3 Maintenance obligations

Each Owner of a Lot and Subsidiary Body must comply with their respective obligations in by-laws 22.1 and 22.2.

22.4 Community Association to give notice

- (a) The Community Association may give a notice to the Owner of a Lot or a Subsidiary Body requiring that Owner or Subsidiary Body to comply with this By-Law 22.

- (b) If the Owner of a Lot or a Subsidiary Body does not comply with a notice given under by-law 22.4(a), then the Community Association may exercise its rights under by-law 28.3.

By-Law 23. Vehicles and parking

23.1 Restrictions on parking

- (a) Unless expressly permitted by a by-law in this Management Statement, Vehicles must not be parked on any part of Community Property or Subsidiary Property other than in designated parking bays.
- (b) Vehicles may not be parked on any part of the Community Parcel unless they are parked in a garage, car space or car parking area in a Lot or in an area designated by the Community Association as being an area where such Vehicles may be parked (**Parking Space**).
- (c) If a Parking Space is subject to any restrictions in respect of the times of day or the period of time during which a Vehicle can be parked, Owners and Occupiers of Lots must comply with such restrictions.

23.2 Restrictions on vehicles

- (a) A Vehicle with a gross weight over 2 tonnes may not be brought onto, garaged, parked or otherwise allowed to remain on the Community Parcel. The provisions of this By-Law 23 do not apply to any Vehicle used in connection with delivering or taking delivery of, goods or waste material to or from the Community Parcel.
- (b) Unregistered Vehicles, parts of Vehicles, Vehicle bodies awaiting repair or restoration (whether registered or not) may not be located on any part of the Community Parcel unless they are housed within a totally enclosed garage and in such a way as not to be visible from any other Lot or Subsidiary Property.

23.3 Repairs

Repairs to Vehicles must not be undertaken on any part of the Community Parcel.

By-Law 24. Keeping of animals

- (a) Owners and Occupiers of Lots who keep any animals on their Lots:
 - (i) must clean up all excrement or refuse left anywhere on the Community Parcel;
 - (ii) must make good or bear the cost of making good, any damage to the Community Parcel by the animal; and
 - (iii) when on any part of the Community Parcel, must keep the animal appropriately under control.
- (b) An Owner of Occupier must not bring any animal into the Community Facilities.
- (c) This by-law applies to any Permitted Person or visitor to the Community Parcel.

By-Law 25. Hanging of washing and other items

An Owner or Occupier of a Lot must not place or hang any laundry, towels, rugs, bedding or any other similar item on any part of their Lot in such a way as to be visible from outside the Lot.

By-Law 26. Retaining Walls

- (a) Each Burdened Owner must:
 - (i) allow the Lot of the relevant Burdened Owner to be supported by the Lot of the Burdened Owner; and
 - (ii) not do anything which will detract from the support provided to the Lot of the Benefitted Owner.
- (b) A Burdened Owner must permit a Benefitted Owner to do anything reasonably necessary to permit the Benefitted Owner to maintain, repair and replace a Retaining Wall, including permitting the Benefitted Owner to enter the Lot of the Burdened Owner at reasonable times and on reasonable notice and remain there for reasonable periods of time for that purpose, including:
 - (i) carrying out work on the Lot of the Burdened Owner to ensure that support is maintained to the Lots Benefitted, including additional supporting works reasonably necessary; and
 - (ii) entering the Lot of the Burdened Owner with or without tools and equipment and remaining there for any reasonable period of time for that purpose.
- (c) In exercising its rights under By-Law 26(b) a Benefitted Owner must:
 - (i) ensure all work is done properly;
 - (ii) cause as little inconvenience as is practicable to the Owner or Occupier of the Burdened Lot;
 - (iii) cause as little damage as is practicable; and
 - (iv) make good any collateral damage.
- (d) If a Benefitted Owner does not maintain the retaining wall providing support to the Lot of the Benefitted Owner, the Community Association or Council may, at the cost of the Benefitted Owner, do anything reasonably necessary for the purpose of exercising its rights under this by-law, including:
 - (i) carrying out work on the Lot of the Burdened Owner to ensure that support is maintained to the Lot of the Benefitted Owner, including additional supporting works reasonably necessary; and
 - (ii) entering the Lot of the Burdened Owner with or without tools and equipment and remaining there for any reasonable period of time for that purpose.

- (e) In exercising its rights under By-Law 26(d), the Community Association or Council must:
 - (i) ensure all work is done properly;
 - (ii) cause as little inconvenience as is practicable to the Owner or Occupier of the Burdened Lot;
 - (iii) cause as little damage as practicable; and
 - (iv) make good any collateral damage.

By-Law 27. Landscaping and gardens

- (a) Owners and Occupiers must keep all landscaping and gardens clean on their Lot, tidy and well maintained.
- (b) Owners and Occupiers must maintain the landscaping and garden within a Lot to the standard and style of landscaping and garden installed within that Lot by the Original Proprietor and/or to the satisfaction of the Community Association.
- (c) Any replacement planting in gardens within a Lot must be consistent with the style, species and density of planting supplied and installed by the Original Proprietor.
- (d) If the Owners and Occupiers fail to maintain the internal landscaping and gardens as provided for in this By-Law 27, the Community Association has the right to enter the Lot and maintain and reinstate, at the cost of the Owner, the landscaping and gardens including all components to restore them to their original condition.

By-Law 28. Community Association's rights

28.1 Manner of exercising a Function

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

28.2 Contracts

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

- (a) management, operational, Maintenance and other services for Community Property or a Subsidiary Property;
- (b) services or amenities to Owners or Occupiers of Lots, Subsidiary Bodies or Subsidiary Property; and

- (c) Security Services.

28.3 Remedy against an Owner, Occupier or Subsidiary Body

- (a) The Community Association may do anything on a Lot or in connection with a Lot or Subsidiary Property which should have been done by an Owner or Occupier of a Lot or Subsidiary Body under this Management Statement or under any Rules made by the Community Association but which has not been done, or has not been done properly.
- (b) If an Owner or Occupier of a Lot or Subsidiary Body is in breach of any by-law in this Management Statement or any applicable Rules, the Community Association may give a notice of the breach to the Owner or Occupier of the Lot or the Subsidiary Body, as relevant. The notice must be served in the manner specified by sections 137 and 227 of the Management Act.
- (c) The notice of breach must:
 - (i) specify the nature of the breach; and
 - (ii) set out the provisions in the Community Legislation, this Management Statement or any applicable Rules upon which the Community Association relies;
 - (iii) provide a reasonable period, having regard to the nature of the breach, for the Owner or Occupier of the Lot or the Subsidiary Body, as relevant, to remedy the breach; and
 - (iv) specify when it proposes to do the thing it is entitled to do under by-law 28.3(d), including entering their Lot or Subsidiary Property.
- (d) If a notice of breach has been served and the Owner or Occupier of a Lot or Subsidiary Body has failed to remedy the breach in accordance with the requirements of the notice, then the Community Association is entitled to:
 - (i) enter and remain on the Lot for as long as it is necessary;
 - (ii) carry out works; and
 - (iii) recover any Costs under this Management Statement from the Owner or Occupier of the Lot or the Subsidiary Body, as applicable.
- (e) The Community Association may recover any money owing to it under this by-law 28.3 as a debt in any competent court of jurisdiction.
- (f) During the period an amount payable under this by-law 28.3 remains unpaid, interest on that unpaid amount is payable to the Community Association, such interest to be payable on demand and calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Community Association's principal bankers on overdraft accommodation in excess of \$100,000.00.

28.4 Trading activities

- (a) The Community Association may, for the purpose of exercising and performing its Functions, carry on a business or trading activity.

- (b) If the Community Association carries on a business or trading activity, then the Community Association:
 - (i) must pay into the either the administrative fund or the sinking fund of the Community Association at its election income derived by the Community Association from its business or trading activities;
 - (ii) must estimate how much money the Community Association will need to credit to the sinking fund of the Community Association;
 - (iii) must levy each member for a contribution to meet expenses associated with the Community Association carrying on a business or trading activities; and
 - (iv) may distribute any net profit derived by the Community Association from carrying on a business or trading activities in accordance with section 81 the Management Act.
- (c) If the Community Association suffers a net loss from carrying on a business or trading activities, then the Community Association must impose a levy on each member for a contribution in order to meet the amount of the net loss.

28.5 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.
- (b) By-law 28.5(a) does not apply if the damage loss or injury follows the negligence or fraud of the Community Association or any employee or agent of the Community Association.

28.6 Rules

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

By-Law 29. Original Proprietor's rights

29.1 Remedy against an Owner or Occupier of a Lot

- (a) The Original Proprietor may do anything on a Lot or in connection with a Lot which should have been done by an Owner or Occupier of the Lot under this Management Statement but which has not been done, or has not been done properly.

- (b) If by-law 29.1(a) applies then the Original Proprietor is entitled to:
 - (i) serve a notice on an Owner or Occupier of a Lot that complies with by-law 28.3(c) and is served in the manner specified by sections 137 and 226 of the Management Act; and
 - (ii) if a notice of breach has been served and the Owner or Occupier of a Lot has failed to remedy the breach in accordance with the requirements of the notice, then the Original Proprietor may:
 - (A) enter and remain on the Lot for as long as it is necessary;
 - (B) carry out works; and
 - (C) recover any Costs from the Owner or Occupier of the Lot.
- (c) The Original Proprietor may recover any money owing to it under this By-Law 29 as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this By-Law 29 remains unpaid, interest on that unpaid amount is payable to the Original Proprietor, such interest to be payable on demand and calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Original Proprietor's principal bankers on overdraft accommodation in excess of \$100,000.00.

29.2 Remedy against a Subsidiary Body

- (a) The Original Proprietor must not do anything on Subsidiary Property or in connection with Subsidiary Property which should have been done by a Subsidiary Body under this Management Statement but which has not been done, or has not been done properly.
- (b) If by-law 29.2(a) applies then the Original Proprietor is entitled to serve a notice on the Subsidiary Body that complies with by-law 28.3(c) and is served in the manner specified by sections 137 and 226 of the Management Act, and if such notice is served and the Subsidiary Body fails to remedy the breach in accordance with the requirements of the notice, the Original Proprietor may:
 - (i) enter and remain on the Subsidiary Property for as long as it is necessary;
 - (ii) carry out works; and
 - (iii) recover any Costs from the Subsidiary Body.
- (c) The Original Proprietor may recover any money owing to it under this By-Law 29 as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this By-Law 29 remains unpaid, interest on that unpaid amount is payable to the Original Proprietor, such interest to be payable on demand and calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Original Proprietor's principal bankers on overdraft accommodation in excess of \$100,000.00.

29.3 Not liable for damage

- (a) The Original Proprietor 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.
- (b) By-law 29.3(a) does not apply if the damage loss or injury follows the negligence or fraud of the Original Proprietor or any employee or agent of the Original Proprietor.

By-Law 30. Managing Agent

30.1 Managing Agent

- (a) Each Subsidiary Body must appoint a Managing Agent.
- (b) A Subsidiary Body must use the licensed Managing Agent of the Community Association as its Managing Agent.

30.2 Amending this by-law

- (a) Subject to by-law 30.2(b) the terms of this By-Law 30 may be amended by an Ordinary Resolution at a duly convened meeting of the Community Association.
- (b) The Community Association may not exercise its rights in by-law 30.2(a) if at the time the Original Proprietor is the owner of a Lot.

By-Law 31. Facilities Manager Agreement

31.1 Subject to law

The rights and obligations of the parties in this By-Law 31 are subject to the provisions of the Community Legislation.

31.2 Power in Community Association

- (a) The Community Association may enter into the Facilities Manager Agreement contemplated by this By-Law 31.
- (b) The Community Association must enter into the Facilities Manager Agreement at such time and on such terms and conditions as nominated by the Original Proprietor.

31.3 Parties to the Facilities Manager Agreement

The parties to the Facilities Manager Agreement will be:

- (a) the Community Association; and
- (b) the Original Proprietor or a person nominated by the Original Proprietor, if the Original Proprietor so determines.

31.4 Duties of the Facilities Manager

The duties of the Facilities Manager may include the supervision or carrying out of:

- (a) the cleaning, caretaking, security, supervision, service, general repair and maintenance, renewal and replacement of:
 - (i) the Community Facilities;
 - (ii) the property of a Subsidiary Body, use of which is restricted to the Community Association;
 - (iii) the Landscaped Areas; and
 - (iv) any personal property vested in the Community Association;

- (b) the provision of services to Subsidiary Bodies and Owners and Occupiers of Lots;
- (c) the supervision of any employees or contractors of the Community Association;
- (d) the control and supervision of the Community Parcel generally; and
- (e) any other matter, activity or thing which the Facilities Manager and the Community Association agrees is necessary or desirable for the operation and management of the Community Association.

31.5 Remuneration

- (a) An initial annual amount as determined between the Facilities Manager and the Community Association, with such annual increases as determined between the Facilities Manager and the Community Association.
- (b) Re-imburement of all expenses.

31.6 Assignment or novation

The Facilities Manager may assign or novate the Facilities Manager Agreement on giving the Community Association not less than 3 weeks written notice of the proposed assignment or novation subject to the consent of the Community Association which may not be unreasonably withheld.

By-Law 32. Original proprietor not bound by certain by-laws

- (a) The Original Proprietor is not bound by-laws 15.2, By-Law 17, By-Law 20, By-Law 23, and By-Law 27.
- (b) Reference to 'Original Proprietor' in By-Law 1, By-Law 9, and By-Law 27, By-Law 29 and By-Law 32(a) is a reference to:
 - (i) Greenwood Kingswood Pty Ltd ACN 651 570 946 and its successors in title which are not Subsidiary Bodies; and
 - (ii) any other person who is a registered proprietor of a Community Lot and in respect of whom Greenwood Kingswood Pty Ltd ACN 651 570 946 has given notice to the Community Association to the effect that that person is to have the same rights as the Original Proprietor under those by-laws.

By-Law 33. Severance

- (a) Any provision of or the application of any provision of this Management Statement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, this Management Statement, which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

Part 5

By-Laws required by Public Authorities

[To be reviewed on receipt of Development Consent]

Part 6

Definitions and Interpretation

1. Definitions

1.1 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.

1.2 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;

Architectural Design Guidelines means the architectural and landscape guidelines adopted under this Management Statement for the Community Parcel or a Subsidiary Scheme, as applicable;

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

Association Property Rights By-law means a by-law which restricts the use of the whole or part of Community Property;

Authority means any government, semi-government, statutory, public or other authority which has jurisdiction over the Community Parcel and includes the Council;

Business Day means any day trading banks in New South Wales are open for business;

Benefited Owner means any Owner of a Lot that derives support by means of a Retaining Wall from the Lot of a Burdened Owner;

Burdened Owner means any Owner of a Lot that provides support to another Lot by means of a Retaining Wall;

Claim includes any claim, demand, remedy, suit, injury, loss, Cost, liability, action, proceedings, right of action or claim for compensation;

Common Property means the common lot of a Strata Scheme;

Community Association means a lot in a Community Plan that is not:

- (a) Community Property, a public reserve or a drainage reserve;
- (b) land that has become subject to a Subsidiary Scheme; or

(c) severed from the Community Scheme.

Community Lot means a lot in a Community Plan, that is not:

- (a) Community Property, a public reserve or a drainage reserve;
- (b) land that has become subject to a Subsidiary Scheme; or
- (c) severed from the Community Scheme;

Community Facilities are those items constructed on, erected on or attached to Community Property (if any) or which are to be constructed on, erected on or attached to Community Property and include the following:

- (a) Open Access Way;
- (b) Landscaped Areas; and
- (c) Visitor Car Spaces;

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:

- (a) the Community Facilities;
- (b) all items constructed on, erected on or attached to Community Property; and
- (c) land to which the Community Association gives a lessee under a lease, or a licensee under a licence;

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

Community Legislation means the Development Act, the Management Act and related legislation;

Complying Development Certificate has the meaning given to the term in the Planning Act;

Consent Authority has the meaning given to the term in the Planning Act;

Cost includes any cost, charge, expense, loss, liability or damage;

Council means Northern Beaches Council;

Development Act means the *Community Land Development Act 2021*;

Development Activity means an activity described in By Law 5.2;

Development Activity Application means an application to the Original Proprietor for consent to a proposed Development Activity;

Development Application has the meaning given to the term in the Planning Act and includes an application for a Complying Development Certificate;

Development Consent has the meaning given to the term in the Planning Act;

Development Works means the works associated with a Development Activity;

Electrical Reticulation Network means the main switchboard, Street Lights, electrical pillars and all cables and electrical components connecting the substation to the main switchboard and providing reticulation to the electrical pillars located on each Lot and as shown in the Statutory Easement Diagram;

External Fixtures includes air-conditioning units; solar energy collector panels and associated equipment; energy conservation equipment or solar hot water systems and any associated equipment; fly or security screens; external blinds, awnings and other shade devices; mirror reflective tint; any television, radio or other radio antenna, dish or tower; any other transmitting or receiving devices; which are proposed to be placed on, to or at the exterior of an Improvement;

Facilities Manager means the person appointed by the Community Association pursuant to the Facilities Manager Agreement;

Facilities Manager Agreement means the agreement between the Community Association and the Facilities Manager contemplated by By-Law 31;

Functions includes a power, authority and duty;

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

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;

Improvement includes:

- (a) any building, structure, addition, modification, external repairs (other than minor repairs to an existing Improvement) and alterations to or interference with existing Services owned or operated by the Community Association; and
- (b) works which may be constructed or carried out without the consent of a Consent Authority or an accredited certifier.

Inaugural General Meeting means the General Meeting immediately following registration of the Community Plan;

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

Landscaped Areas means those parts of the Community Parcel comprising landscaped areas including without limitation fences, driveways, walls and retaining walls;

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;

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

Management Act means the *Community Land Management Act 2021*;

Management Statement means the community management statement registered with the Community Plan, as amended from time to time under the Community Legislation;

Managing Agent means an agent appointed under section 53 of the Management Act;

Neighbourhood Association means a neighbourhood association created on registration of a Neighbourhood Plan.

- (a) a lot in a Neighbourhood Plan; but
- (b) does not include Neighbourhood Property, a public reserve or a drainage reserve;

Neighbourhood Lot means land that is a lot in a Neighbourhood Plan but is not:

- (c) Neighbourhood Property; or
- (d) a public reserve or a drainage reserve;

Neighbourhood Management Statement means the by-laws and plans (if any) in force for a Neighbourhood Scheme registered with the neighbourhood plan which creates the Neighbourhood Scheme;

Neighbourhood Parcel means the lots in a Neighbourhood Plan and Neighbourhood Property of a Neighbourhood Scheme;

Neighbourhood Plan means a neighbourhood plan that subdivides a Community Lot or a Precinct Lot;

Neighbourhood Property means Lot 1 in a Neighbourhood Plan and includes all items constructed on, erected on or attached to Neighbourhood Property;

Neighbourhood Scheme means a neighbourhood scheme constituted on registration of a Neighbourhood Plan (if any);

Occupier means:

- (a) a lessee;
- (b) a licensee; or
- (c) other person, not being an Owner, lessee or licensee that is in lawful occupation;

Open Access Way means any part of the Community Property set apart under section 41(1) of the Development Act and identified as an 'open access way' on the Open Access Way Plan;

Open Access Way Plan means the plan attached to this Management Statement identifying any Open Access Ways;

Ordinary Resolution means a resolution passed:

- (a) except on a poll - by a majority in number of the votes cast; and
- (b) on a poll - by a majority in value of the votes cast.

Original Proprietor means Green Kingswood Pty Ltd ACN 651 570 946;

Owner means:

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

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

Planning Act means the *Environmental Planning and Assessment Act 1979* (NSW) and the regulations made under it;

Precinct Association means a precinct association created on registration of a Precinct Plan.

Precinct Lot means a lot in a Precinct Plan that is not:

- (a) Precinct Property, a public reserve or a drainage reserve;
- (b) land that has become subject to a Subsidiary Scheme; or
- (c) severed from the Community Scheme;

Precinct Management Statement means the by-laws and plans (if any) in force for a Precinct Scheme registered with the precinct plan which creates the Precinct Scheme;

Precinct Parcel means the Precinct Lots and Precinct Property of a Precinct Scheme;

Precinct Plan means a precinct plan that subdivides a Community Lot;

Precinct Property means lot 1 in a Precinct Plan and includes all items constructed on, erected on or attached to, Precinct Property;

Precinct Scheme means a precinct scheme constituted on registration of a Precinct Plan (if any);

Private Service Equipment includes but is not limited to:

- (a) Stormwater Service Infrastructure; and
- (b) Electrical Reticulation Network;

Project Activities means any activity which the Original Proprietor and all persons authorised by it determine from time to time is to be carried out in connection with development in the Community Parcel, including:

- (a) any form of demolition work, excavation work or landscaping work;
- (b) any form of building work or work ancillary to or associated with building work, including the installation of any Service and associated Service Equipment;
- (c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition;
- (d) the subdivision of land forming part of the Community Parcel;
- (e) the conversion of a Community Lot to Community Property;

- (f) the severance of a Community Lot from the Community Parcel;
- (g) the dedication of land forming part of the Community Parcel;
- (h) Selling and Leasing Activities;
- (i) any other activity which the Original Proprietor, in its absolute discretion, considers is necessary or desirable; and
- (j) the exercise of any right or discretion given to the Original Proprietor under this Management Statement;

Restricted Community Property means the whole or a part of Community Property the use of which is restricted under an Association Property Rights By-law;

Restricted Subsidiary Property means the whole or part of Subsidiary Property the use of which is restricted under a Subsidiary Property Rights By-law;

Restricted Use Rights means in relation to Community Property or Subsidiary Property means the rights created by an Association Property Rights By-law or a Subsidiary Property Rights By-law, as the case may be;

Retaining Wall means any retaining wall on a Lot or Community Property and includes the wall structure, backfill, drainage and associated pit(s) and pipe(s);

Rules means the rules made under this Management Statement;

Selling and Leasing Activities means activities relating to the sale, including sale by auction, and leasing of Lots, the promotion of the Community Scheme and all ancillary activities;

Service includes:

- (a) potable water supply;
- (b) gas supply;
- (c) electricity supply;
- (d) a telephone service;
- (e) a high speed internet service;
- (f) a digital transmission service;
- (g) a radio service;
- (h) a television service;
- (i) a system for removal of Sewage;
- (j) a stormwater drainage system;

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

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 person that is responsible to provide a Service, which for the avoidance of doubt, may be an Authority, the Community Association, a Subsidiary Body or any other person;

Sewage means sewage, sullage and other fluid waste;

Sign includes any sign, placard, advertisement, board, writing, plate, signal, illumination, banner, insignia or notice or other similar item the purpose of which is to advertise any product, service or activity, and includes any Sign advertising a Lot for sale or to let;

Special General Meeting means a meeting of the Community Association that is not an Annual General Meeting;

Special Resolution has the meaning given to the term it by the Community Legislation;

Statutory Easement Diagram means the diagram in Annexure B;

Stormwater Service Infrastructure means the pipes, ponds, wells, pumps and other plant and equipment which comprises the stormwater drainage system in the Community Parcel;

Strata By-laws means the by-laws and plans (if any) in force for a Strata Scheme registered with the strata plan which creates the Strata Scheme;

Strata Lot means a lot in a Strata Plan;

Strata Parcel means the Strata Lots and Common Property of a Strata Scheme;

Strata Plan means a strata plan that subdivides a Community Lot under the *Strata Schemes Development Act 2015* (NSW);

Strata Scheme means a strata scheme constituted on registration of a Strata Plan;

Street Lights means those items of Community Property comprising the street lights and includes the standard for the street lights, the bracket, the reflector, the electric light bulbs, the fittings and all other appurtenances and fittings necessary so as to make the streetlights complete and when electricity is turned on, giving light;

Subsidiary Body means a Neighbourhood Association, a Precinct Association or an Owners Corporation;

Subsidiary Body Management Statement means a Neighbourhood Management Statement, a Precinct Management Statement or Strata By-laws;

Subsidiary Parcel means a Neighbourhood Parcel, a Precinct Parcel and a Strata Parcel;

Subsidiary Plan means a Neighbourhood Plan, a Precinct Plan or a Strata Plan;

Subsidiary Property means Neighbourhood Property, Precinct Property or Common Property;

Subsidiary Scheme means a Neighbourhood Scheme, a Precinct Scheme or a Strata Scheme; and

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

2. Interpretation

2.1 Construction

- (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;
- (b) a thing includes the whole or each part of it; and
- (c) the singular includes the plural and vice versa.

2.2 Headings

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

2.3 Cumulative rights and obligations

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

2.3 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 the by-laws have full force and effect.
- (b) Clause (a) has no effect if the severance alters the basic nature of the by-laws or is contrary to public policy.

2.4 Community Legislation

Words and expressions not defined in this Management Statement have the meaning given to them by the Community Legislation.

2.5 Consent of Community Association

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

- (a) the Community Association in general meeting; or
- (b) the Association Committee at a duly convened meeting of the Association Committee.

2.6 Consent of Community Association may be revoked or withheld

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

- (a) if practicable, may be revoked by the Community Association in general meeting; and
- (b) subject to paragraph (a) may be granted or withheld in the absolute discretion of the Community Association or be given conditionally.

2.7 Consent by Association Committee may be revoked or withheld

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

- (a) if practicable, may be revoked by the Community Association in general meeting; and
- (b) subject to paragraph (a) may be granted or withheld in the absolute discretion of the Association Committee or be given conditionally.

2.8 Consent conditions

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

2.9 Reporting act or activity to Community Association

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

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

Signing page

Executed as an agreement.

Signed by **Green Kingswood Pty Ltd ACN 651 570 946** in accordance with section 127 of the *Corporations Act 2001* by:

Secretary/Director

Director

Print name

Print name

Mortgagee execution

Annexure A - Open Access Way Plan

Annexure B – Statutory Easement Diagram

Certificate of Approval

It is certified:

- (a) That the planning authority has consented to the development described in Development Application No. _____ and
- (b) That the terms and conditions of this management statement are not inconsistent with that development as approved.

Dated: _____

Execution of planning authority

Authorised Person