

Approved Form 28

**COMMUNITY LAND DEVELOPMENT ACT 1989
COMMUNITY LAND MANGEMENT ACT 1989**

COMMUNITY MANAGEMENT STATEMENT

53C WARRIEWOOD ROAD, WARRIEWOOD, NSW

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 Lot, Precinct Lot, Neighbourhood Lot or Strata Lot within the Community Scheme.

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PART 1 – BY-LAWS FIXING DETAILS OF DEVELOPMENT

These by-laws concern the control and preservation of the essence or theme of the Community Scheme and may only be amended or revoked by a Unanimous Resolution of the Community Association - see section 17(2) of the Management Act.

1. OVERVIEW

1.1 About The Estate

The Estate:

- (a) is a quality residential community contained within a bushland setting with a variety of housing styles;
- (b) has been subdivided under the *Community Land Development Act 1989 (NSW)*; and
- (c) will have s Subsidiary Scheme comprising a Strata Scheme on completion of subdivision.

1.2 Objectives

- (a) This Management Statement contains procedures to achieve the Objectives which are:
 - (i) to maintain a quality residential development with a bushland character; and
 - (ii) to preserve the bushland and the bushland character.
- (b) To assist in achieving the Objectives:
 - (i) design standards have been developed for The Estate and embodied in the Urban Design Guidelines, to be adopted, implemented and enforced by the Community Association;
 - (ii) a Design Review Panel has been established to ensure Improvements at The Estate comply with the Urban Design Guidelines; and
 - (iii) Management Plans have been developed for The Estate, to be adopted, implemented and enforced by the Community Association and each Subsidiary Body.

1.3 How is The Estate managed?

- (a) The documents relevant to the management of The Estate are:
 - (i) this Management Statement;
 - (ii) the registered management statements for any Subsidiary Bodies comprising the Subsidiary Schemes;
 - (iii) the registered by-laws for the Subsidiary Bodies comprising the Strata Schemes; and
 - (iv) the Management Plans (see later parts of this Management Statement about these documents).
- (b) The parties relevant to the management and administration of The Estate are:
 - (i) the Community Association;
 - (ii) each Subsidiary Body;
 - (iii) the Managing Agent engaged by the Community Association;
 - (iv) the Managing Agent engaged by each Subsidiary Body;
 - (v) any caretaker or building manager engaged by the Community Association; and
 - (vi) any caretaker or building manager engaged by a Subsidiary Body.
- (c) The Community Association is responsible for the control, management, operation, insurance, maintenance, repair and replacement of:
 - (i) Community Property (see Part 3 for more information on Community Property and the role of the Community Association); and
 - (ii) designated Subsidiary Body Property.
- (d) Each Subsidiary Body is responsible for the control, management, operation, insurance, maintenance, repair and replacement of its Subsidiary Body Property unless the Subsidiary Body Property is Restricted

Property for which the Community Association or some other body is responsible (see Part 2 of this Management Statement for more information on Restricted Property).

- (e) The Community Association and each Subsidiary Body:
 - (i) must engage the services of a Managing Agent; and
 - (ii) may engage a caretaker or building manager, to assist it with its Functions.

1.4 Parties bound by 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.

1.5 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, the consent may be given by either:

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

1.6 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 by-law 1.6(a), may be granted or withheld in the absolute discretion of the Community Association or be given conditionally.

1.7 Consent by Executive Committee may be revoked or withheld

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

- (a) if practicable, may be revoked by the Community Association in general meeting; and
- (b) subject to by-law 1.7(a), may be granted or withheld in the absolute discretion of the Executive Committee or be given conditionally.

1.8 Consent conditions

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

1.9 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 caretaker or building manager, that act or activity must be reported to the caretaker 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 Executive Committee.

2. MANAGEMENT PLANS

2.1 Description of Management Plans

The Management Plans the subject of this by-law 2 are:

- (a) the Landscape Management Plan;
- (b) the Stormwater Management Plan;
- (c) the Bushfire Management Plan (incorporating a Fire/Emergency Evacuation Plan);
- (d) the Vegetation Management Plan; and
- (e) the Weed Management Plan.

2.2 Parties bound by Management Plans

- (a) Each Management Plan, so far as it relates to Community Property binds the Community Association and must be complied with by the Community Association.
- (b) Each Management Plan, so far as it relates to Subsidiary Body Property binds the relevant Subsidiary Body and must be complied with by that Subsidiary.

2.3 Contractors

- (a) The Community Association, each Subsidiary Body, each Owner and each Occupier must appoint licensed contractors to assist each of them in performing their Functions under the Management Plans.
- (b) Each Subsidiary Body, each Owner and each Occupier must use and appoint the same contractor as the Community Association to assist it in carrying out its Functions under the Management Plans.

3. ADOPTING, KEEPING AND UPDATING MANAGEMENT PLANS

3.1 Obligation of Community Association

The Community Association must adopt each Management Plan at its Inaugural General Meeting or at a meeting occurring as soon as practicable after its Inaugural General Meeting.

3.2 Obligation of Subsidiary Bodies

Each Subsidiary Body must confirm each Management Plan at its inaugural general meeting or at a meeting occurring as soon as practicable after the inaugural general meeting.

3.3 Management Plans Register

- (a) The Community Association must prepare and keep a Management Plans Register.
- (b) The Management Plans Register must be kept with the books of the Community Association and must have in it current copies of each Management Plan.

3.4 Obtaining copy of Management Plans

- (a) If requested by an Owner or a Subsidiary Body, the Community Association must provide, at the cost of that Owner or Subsidiary Body, the most recent copy of the Management Plans or Management Plan requested.
- (b) The Community Association may prescribe a reasonable fee for providing a copy of the Management Plans or a particular Management Plan which must be paid to the Community Association prior to the Community Association being obliged to provide the requested copies.

4. AMENDING MANAGEMENT PLANS

4.1 By Original Proprietor

The Original Proprietor may amend the Management Plans in the manner contemplated by by-law 10.1.

4.2 By Community Association

- (a) Subject to by-law 4.2(b), a Management Plan may be amended by the Community Association:
 - (i) when the Original Proprietor ceases to have the right to do so under by-law 10.1; and
 - (ii) in General Meeting by Unanimous Resolution.
- (b) The Community Association must obtain the written approval of the Council to any proposed amendment prior to calling a General Meeting for the purposes of considering the amendment.

4.3 Amended Management Plan

When a Management Plan is amended in accordance with this by-law, the amended Management Plan becomes the Management Plan for the Community Parcel.

4.4 Application to amend Management Plan

- (a) An Owner or a Subsidiary Body may apply to the Community Association to amend a Management Plan.
- (b) An application must contain sufficient detail of the proposed amendments to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed amendments.

4.5 Decision of Community Association

- (a) The Community Association must refer an application to amend a Management Plan to a General Meeting for decision.
- (b) In order to determine an application, the Community Association may request additional information, reports or documents and may determine these are to be provided at the Cost of the requesting party.

4.6 Copy of amended Management Plan to be provided

- (a) If a Management Plan is amended, then within a reasonable time the Community Association must deliver a copy of the amended Management Plan to:
 - (i) each Owner; and
 - (ii) each Subsidiary Body.
- (b) The Community Association will have satisfied its obligations in by-law 4.6(a) if a copy of the amended Management Plan is included in the Community Association web site (if one) and each Subsidiary Body and Owner is notified in writing that changes have been made and notified of their availability on the web site.

5. DEVELOPMENT ACTIVITIES

5.1 Development Activities

Development Activities are:

- (a) the construction of Improvements of any kind;
- (b) the extension or addition to an Improvement;
- (c) altering the external appearance of an Improvement;
- (d) altering the external colour of an Improvement;
- (e) the demolition of an Improvement;
- (f) changing the use of a Lot from that existing and permitted by any current Development Consent; and
- (g) any other matter determined by the Original Proprietor or the Executive Committee to be a Development Activity.

5.2 Development Activity Consent

- (a) Development Activities must not be commenced, carried out or permitted to remain on a Lot unless:
 - (i) a Development Activity Application has been made to the Design Review Panel by the Owner of the Lot in the approved form; and
 - (ii) the Design Review Panel has issued a Development Activity Consent to the Owner of the Lot in connection with that Development Activity.
- (b) Development Activities must not be commenced, carried out or permitted to remain on Subsidiary Body Property unless:
 - (i) a Development Activity Application has been made to the Design Review Panel by the Subsidiary Body in the approved form; and
 - (ii) the Design Review Panel has issued a Development Activity Consent to the Subsidiary Body in connection with that Development Activity.

5.3 Requirements of Design Review Panel

As a condition of granting a Development Activity Consent, the Design Review Panel will require compliance with the Urban Design Guidelines.

5.4 Development Consent

- (a) The application for, and issue of, a Development Consent by the Council is a separate process to the application for, and issue of, a Development Activity Consent by the Design Review Panel.
- (b) The issue of a Development Activity Consent by the Design Review Panel to a proposed Development Activity does not mean the Council will issue a Development Consent for that Development Activity and does not place any obligation on the Council to issue a Development Consent for that Development Activity.
- (c) The issue of a Development Consent by the Council to a proposed Development Activity does not mean the Design Review Panel must issue a Development Activity Consent for that Development Activity and does not place any obligation on the Design Review Panel to issue a Development Activity Consent for that Development Activity.

6. APPROVAL PROCEDURES TO DEVELOPMENT ACTIVITIES

6.1 Who may make Development Activity Application

A Development Activity Application may be made:

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

6.2 Further information

To assist the Design Review Panel with any decision, the Design Review Panel 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 Design Review Panel.

6.3 Matters to take into consideration

In making its decision on whether to consent to a particular Development Activity, the Design Review Panel must take into consideration the following matters:

- (a) whether the Development Activity complies with the Management Plans;
- (b) whether the Development Activity complies with the Urban Design Guidelines; and
- (c) any other matter determined by the Executive Committee.

6.4 Deemed refusal

If the Design Review Panel does not make a decision within 42 Business Days after receiving a Development Activity Application and all information required to make a decision, then the Design Review Panel has not approved the application before it.

6.5 Conditions

The Design Review Panel may give its consent unconditionally, or on conditions. If the consent is given on conditions, the conditions must be set out in writing.

6.6 Decision of Design Review Panel

The decision of the Design Review Panel is final.

6.7 Later decisions

If the Design Review Panel gives consent to a particular Development Activity, that consent does not prevent the Design Review Panel from refusing, not approving or approving with conditions, future applications of the same or similar nature.

6.8 Development Activity Consent

An Owner or a Subsidiary Body will not be regarded as having approval of the Design Review Panel to a Development Activity unless, in connection with that activity, the Owner or Subsidiary Body has received the written Development Activity Consent from the Design Review Panel.

6.9 Prescribed Fee

- (a) A Development Activity Application must be accompanied by the Prescribed Fee.
- (b) For so long as the Original Proprietor has elected to carry out the Functions of the Design Review Panel, the Prescribed Fee is payable to the Original Proprietor.

7. DEVELOPMENT WORKS

7.1 Development Works not permitted to remain

- (a) An Owner must not permit to remain on its Lot any Development Works which have not been approved by the Design Review Panel and for which a Development Activity Consent has not issued.
- (b) A Subsidiary Body must not permit to remain on its Subsidiary Body Property any Development Works which have not been approved by the Design Review Panel and for which a Development Activity Consent has not issued.

7.2 Construction obligations

- (a) An Owner must ensure Development Works and the manner in which Development Works are constructed, used and managed on a Lot comply with:
 - (i) the Management Plans;
 - (ii) the Urban Design Guidelines;
 - (iii) the written Development Activity Consent issued in connection with those Development Works (and any condition in that consent);
 - (iv) the requirements of all relevant Authorities; and
 - (v) the requirements of all relevant consents, approvals and licences.
- (b) A Subsidiary Body must ensure Development Works and the manner in which Development Works will be constructed, used and managed on a Lot in its Subsidiary Scheme or its Subsidiary Body Property comply with:
 - (i) the Management Plans;
 - (ii) the Urban Design Guidelines;
 - (iii) the written Development Activity Consent issued in connection with those Development Works (and any condition in that consent);
 - (iv) the requirements of all relevant Authorities; and
 - (v) the requirements of all relevant consents, approvals and licences.
- (c) When carrying out Development Works, an Owner and a Subsidiary Body:
 - (i) must:
 - (A) ensure no damage is caused to a Lot, Community Property or Subsidiary Body Property or to any landscaping on a Lot, Community Property or Subsidiary Body Property;
 - (B) ensure no damage is caused to Service Lines or Services within the Community Parcel;
 - (C) ensure the works are carried out in a proper and workmanlike manner;
 - (D) 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;
 - (E) repair any damage caused to a Lot, Community Property or Subsidiary Body Property as a result of the works; and
 - (F) repair or replace any damaged landscaping on a Lot, Community Property or Subsidiary Body Property as a result of the works; and
 - (ii) must notify the Community Association of the proposed commencing and terminating dates of the Development Works.

7.3 Rules

- (a) The Executive Committee may formulate Rules governing the conduct of activities on Subsidiary Body Property and Lots during the approval and construction phases of Development Works.
- (b) Owners must comply with those Rules which have been communicated to them 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 Body Property.

8. MAINTENANCE

8.1 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;
 - (C) in compliance with the Management Plans;
 - (D) in compliance with the Urban Design Guidelines; and
 - (E) in compliance with the Pattern Book (if applicable).
- (b) Owners 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.

8.2 Exterior maintenance of Subsidiary Body Property

- (a) Each Subsidiary Body Property:
 - (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;
 - (C) in compliance with the Management Plans;
 - (D) in compliance with the Urban Design Guidelines; and
 - (E) in compliance with the Pattern Book (if applicable).
- (b) Each Subsidiary Body must:
 - (i) regularly paint those external parts of the Improvements on their Subsidiary Body Property which are painted; and
 - (ii) regularly stain those external parts of the Improvements on their Subsidiary Body Property which are stained.

8.3 Compliance

- (a) The Community Association may give a notice to an Owner or a Subsidiary Body requiring that Owner or Subsidiary Body to comply with the terms of this by-law 8.
- (b) If an Owner or a Subsidiary Body does not comply with this by-law, then the Community Association may exercise its rights under by-laws 29.3 and 29.4.

9. CONSENTS, PERMITS AND LAWS

9.1 Consents and permits

- (a) An Owner must not:
 - (i) carry out or permit to be carried out any Development Works on its Lot;
 - (ii) carry out or permit to be carried out any activity on its Lot; or
 - (iii) use or occupy its Lot, or permit any use or occupation, on its Lot,

unless all relevant consents and permits have issued and are current for the works, use, activity or occupation.

(b) A Subsidiary Body must not:

- (i) carry out or permit to be carried out any Development Works on its Subsidiary Body Property;
- (ii) carry out or permit to be carried out any activity on its Subsidiary Body Property; or
- (iii) use or occupy a Lot, or permit any use or occupation, on its Subsidiary Body Property,

unless all relevant consents and permits have issued and are current for the works, use, activity or occupation.

10. ORIGINAL PROPRIETOR

10.1 Amending Management Plans

- (a) Subject to this by-law 10.1, the Original Proprietor may amend a Management Plan at its election.
- (b) If the Original Proprietor proposes to amend a Management Plan in any way, the written approval of the Council to the proposed amendment must first be obtained.
- (c) The amended Management Plan, approved by the Council, must be communicated to the Community Association. The amended Management Plan becomes a Management Plan for the Community Parcel when the amended Management Plan is communicated to the Community Association.
- (d) If the Original Proprietor amends a Management Plan, then within a reasonable time the Community Association must deliver a copy of the amendments to:
 - (i) each Owner; and
 - (ii) each Subsidiary Body.
- (e) The Community Association will have satisfied its obligations in by-law 10.1(d) if a copy of the amended Management Plan is included in the Community Association web site (if one) and each Subsidiary Body and Owner is notified in writing that changes have been made and notified of their availability on the web site.

10.2 Original Proprietor not bound

The Original Proprietor is not bound:

- (a) by the Urban Design Guidelines;
- (b) by the Pattern Book for the Community Parcel or a Subsidiary Scheme;
- (c) to follow the procedures in this Part 1 so far as they relate to Development Activities and obtaining the consent of the Design Review Panel; and
- (d) by by-laws 5, 6, 7, 8 and 9.

PART 2 – RESTRICTED PROPERTY

These by-laws may only be amended:

- (a) *during the Initial Period, by order of the Supreme Court of New South Wales or the Community Schemes Board; or*
 - (b) *after the expiry of the Initial Period, by:*
 - (i) *Special Resolution; and*
 - (ii) *with the written consent of each person entitled by the by-law to use the Restricted Property.*
- (See sections 23 and 54 of the Management Act).*

11. RESTRICTED PROPERTY IN COMMUNITY SCHEME

11.1 Original Proprietor's rights

The Original Proprietor and any person assisting the Original Proprietor has restricted access to and use of Community Property and the Community Facilities for the purposes of carrying out the Project Activities.

11.2 When the rights of Original Proprietor cease

- (a) Restricted use of any part of Community Property and any part of a Community Facility ceases when the Original Proprietor notifies the Community Association that the part is no longer required in connection with the Project Activities.
- (b) Restricted use of the whole of Community Property and all of the Community Facilities ceases when the Original Proprietor notifies the Community Association that no part of Community Property and no Community Facility is required in connection with the Project Activities.
- (c) Despite anything to the contrary in this by-law 11, restricted use of the whole or a particular part of Community Property and the whole or a particular part of the Community Facilities ceases when the Original Proprietor is no longer the registered proprietor of at least one Lot.
- (d) When the rights of the Original Proprietor cease in respect of a part of Community Property or a part of the Community Facilities, the obligations on the Original Proprietor in connection with that part cease and the obligation to control, manage, insure and maintain return to the Community Association.

11.3 Terms

- (a) Until the rights of the Original Proprietor cease for each part of Community Property and each part of the Community Facilities as provided by this by-law 11:
 - (i) no other person can have restricted use of that part;
 - (ii) the Original Proprietor is responsible for the control, management, insurance and maintenance of that part;
 - (iii) the Original Proprietor must reimburse the Community Association any costs, expenses or charges incurred by the Community Association in connection with that part; and
 - (iv) the Community Association may not determine, impose or collect levies in connection with that part.
- (b) There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law 11.

12. PROJECT ACTIVITIES

12.1 Original Proprietor's rights

The Project Activities include the right to:

- (a) develop and subdivide The Estate in stages;
- (b) carry out building work and construction activities on Community Property;
- (c) place on or attach to Community Property temporary offices, sheds, depots, building materials, cranes and other equipment;
- (d) install, connect or alter Services on or within Community Property;

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- (e) lock or secure part of Community Property;
 - (f) attach and place marketing and advertising signs, placards, banners, notices or advertisements on the Community Parcel;
 - (g) conduct sales and marketing activities (including auctions) on the Community Parcel;
 - (h) hold events or functions on the Community Parcel in connection with the selling and leasing of Lots in the Community Parcel; and
 - (i) exercise any right or discretion given to the Original Proprietor under this Management Statement.

12.2 Original Proprietor's obligations

- (a) The Original Proprietor must:
 - (i) repair any damage caused to the Community Parcel as a result of the Project Activities as soon as practicable after that damage occurs;
 - (ii) keep interference with the use by Owners or Occupiers of the Community Parcel to a minimum so far as is consistent with the Project Activities; and
 - (iii) on completion of each part of the Project Activities, leave the relevant Community Parcel areas in a clean and tidy condition.
- (b) Owners acknowledge that as a result of the Original Proprietor's rights to carry out the Project Activities set out in this by-law 12.2, they may be subjected to noise and dust resulting from the Project Activities.

13. RESTRICTED PROPERTY IN SUBSIDIARY SCHEMES

13.1 What this by-law does

This by-law is made pursuant to section 54 of the Management Act and provides a mechanism under which the Community Association has the responsibility for the control, management, operation, insurance, maintenance, repair and replacement of various parts of Subsidiary Body Property.

13.2 Subsidiary Body Property

The Subsidiary Body Property to which this by-law applies is the Subsidiary Body Property (if any) notified by the Original Proprietor to the Community Association prior to registration of the Subsidiary Plan containing the Subsidiary Body Property.

13.3 Creation of Restricted Property in Subsidiary Schemes

The following must occur on subdivision of a Lot by a Subsidiary Plan:

- (a) the Owner of the Lot must give the Community Association written notice of the registration or intended registration of the Subsidiary Plan;
- (b) if the Subsidiary Plan is a Precinct Plan:
 - (i) the Owner of the Lot must arrange for the Precinct Association created on registration of the Precinct Plan to restrict use of those parts of the Precinct Property comprising the Restricted Precinct Property to the Community Association; and
 - (ii) the Precinct Association must grant restricted use of the Restricted Precinct Property to the Community Association by way of by-law or agreement which must state that:
 - (A) the Community Association is responsible for the control, management, operation, insurance, maintenance, repair and replacement of the Restricted Precinct Property; and
 - (B) the Community Association is responsible for all costs associated with its Functions referred to in this by-law 13.3 and raise contributions to its administrative fund and sinking fund to meet those costs; and
- (c) if the Subsidiary Plan is a Strata Plan:
 - (i) the Owner of the Lot must arrange for the Owners Corporation created on registration of the Strata Plan to restrict use of those parts of the Common Property comprising the Restricted Common Property to the Community Association; and
 - (ii) the Owners Corporation must grant restricted use of those parts of the Common Property comprising the Restricted Common Property to the Community Association by way of by-law or agreement which must state that:

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- (A) the Community Association is responsible for the control, management operation, insurance, maintenance, repair and replacement of the Restricted Common Property; and
 - (B) the Community Association is responsible for all costs associated with its Functions referred to in this by-law 13.3 and raise contributions to its administrative fund and sinking fund to meet those costs.

13.4 Consent of Community Association

The Community Association consents to the grant to it by a Subsidiary Body of any Restricted Property in the manner contemplated by this by-law 13.

13.5 Special privilege

The restricted use rights created by this by-law 13 are a special privilege for the Community Association to control, manage, operate, insure, maintain and replace those parts of Subsidiary Body Property the subject of this by-law.

13.6 Conditions of restricted use

The by-law or agreement the subject of by-laws 13.3(b)(ii) or 13.3(c)(ii) must:

- (a) properly identify that part of the Subsidiary Body Property the subject of the restriction;
- (b) properly identify the persons entitled to use the Subsidiary Body Property the subject of the restriction being:
 - (i) in the case of Precinct Property, any party bound by, and having the benefit of, this Management Statement;
 - (ii) in the case of Common Property, Owners and Occupiers of Strata Lots in the relevant Strata Scheme;
- (c) state the terms and conditions on which those persons may use the Subsidiary Body Property;
- (d) provide particulars relating to access to the Subsidiary Body Property the subject of the restriction, which in the case of each Subsidiary Body Property is 24 hours a day 7 days a week;
- (e) give the Community Association a special privilege to control, manage, operate, insure, maintain, repair and replace the Subsidiary Body Property the subject of the restriction; and
- (f) give the Community Association the power and responsibility for costs associated with its Functions of controlling, managing, operating, insuring, maintaining, repairing and replacing the Subsidiary Body Property the subject of the restriction and to raise contributions to its administrative fund and sinking fund to meet those costs.

13.7 Responsibility of Community Association

- (a) The Community Association is responsible for the control, management, operation, insurance, maintenance, repair and replacement of the Restricted Precinct Property and the Restricted Common Property.
- (b) In carrying out its Functions in this by-law the Community Association must comply with the requirements of:
 - (i) the Urban Design Guidelines;
 - (ii) the Management Plans; and
 - (iii) any Pattern Book.

13.8 Responsibility of Owners and Occupiers

Each Owner and Occupier of a Lot must give the Community Association unhindered access at all times to those parts of their Lot that comprise Restricted Property to enable the Community Association to carry out its Functions in this Management Statement.

13.9 Responsibility of Precinct Associations and Neighbourhood Associations

Each Precinct Association and Neighbourhood Association must give the Community Association unhindered access at all times to those parts of their Association Property that comprise Restricted Property to enable the Community Association to carry out its Functions in this Management Statement.

13.10 Responsibility of Owners Corporation

Each Owners Corporation must give the Community Association unhindered access at all times to those parts of the Common Property that comprise Restricted Property to enable the Community Association to carry out its Functions in this Management Statement.

14. COMMUNITY FACILITIES**14.1 Original Proprietor**

The Original Proprietor has restricted use of each of the Community Facilities.

14.2 When the role of Original Proprietor ceases

Restricted use of the Community Facilities or a particular Community Facility ceases when the Original Proprietor notifies the Community Association that it no longer requires restricted use of that Community Facility.

14.3 Levies

There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law 14.

15. RESTRICTED USE OF CERTAIN COMMUNITY FACILITIES**15.1 Rules**

- (a) Either the Community Association in general meeting by Ordinary Resolution, or the Executive Committee, may at any time make Rules, and may at any time add to or amend any existing Rule, for the control, management, operation, insurance, repair, maintenance, use and enjoyment of the Community Facilities or any one of them.
- (b) The Rules must not be inconsistent with:
 - (i) the Management Act;
 - (ii) the Development Act;
 - (iii) this Management Statement; or
 - (iv) the terms of any Development Consent.
- (c) The Rules bind the Community Association, each Owner, Occupier, Subsidiary Body and Permitted Person.

PART 3 – MANDATORY MATTERS

16. COMMUNITY PROPERTY

16.1 What is Community Property

- (a) Community Property is Lot 1 in the Community Plan.
- (b) Community Property comprises:
 - (i) street lighting;
 - (ii) landscaping;
 - (iii) the Open Access Way;
 - (iv) each Private Service and the Service Lines relevant to that Private Service; and
 - (v) all items constructed on, erected on or attached to Community Property.

16.2 Responsibility of Community Association for Community Property

The Community Association must (when necessary to do so) control, manage, operate, insure, maintain repair and replace Community Property.

16.3 Responsibility of Owners and Occupiers

- (a) An Owner or Occupier must obtain the written approval of the Community Association before that Owner or Occupier does any of the following to Community Property:
 - (i) leaves anything on Community Property other 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 any Improvement on Community Property;
 - (v) attaches any item to Community Property;
 - (vi) does or permits anything which might damage Community Property; or
 - (vii) alters Community Property.
- (b) An Owner or Occupier must:
 - (i) give notice to the Community Association of any damage to or defect in Community Property immediately after the Owner or Occupier becomes aware of such damage or defect;
 - (ii) only use a thing on Community Property for the purpose for which it was constructed or provided; and
 - (iii) only use or enjoy Community Property in a manner or for a purpose which does not interfere with the use and enjoyment of Community Property by another Owner or Occupier or a Permitted Person.

17. ACCESS WAYS

17.1 Open Access Ways

- (a) The Community Association is responsible for the control, management, operation, insurance, maintenance, repair and replacement of the Open Access Ways.
- (b) Each Owner, Occupier and 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.

17.2 Private Access Ways

There are no Private Access Ways.

18. FENCING

18.1 Urban Design Guidelines

Replacing any fence or constructing any new fence on a Lot or on Subsidiary Body Property is a Development Activity requiring a Development Activity Consent and is governed by the Urban Design Guidelines.

18.2 Internal fencing

Subject to by-law 18.3, the *Dividing Fences Act 1991 (NSW)* applies as between the following parts of the Community Parcel and the respective owners of those parts:

- (a) Community Property and a Lot;
- (b) a Lot and another Lot;
- (c) Community Property and Subsidiary Body Property;
- (d) Subsidiary Body Property and a Lot; and
- (e) Subsidiary Body Property and other Subsidiary Body Property.

18.3 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;
- (d) Neighbourhood Property; or
- (e) Common Property.

19. GARBAGE

19.1 Matters relating to removal of garbage

- (a) Owners, Occupiers and Subsidiary Bodies must comply with any Rules or by-laws about garbage collection and the recycling of garbage made by:
 - (i) the Council and all other relevant Authorities;
 - (ii) the Community Association; and
 - (iii) this Management Statement.
- (b) Each Owner and Occupier is responsible for arranging its own garbage bins and must place those garbage bins on that part of the Community Parcel as directed by the Community Association for collection by the Council.
- (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 as 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, Subsidiary Body Property or a Lot which may be visible from any other Lot, any other Subsidiary Body Property or any public road.

20. SERVICES

20.1 General

- (a) Services in the Community Parcel can be provided either by:
 - (i) the Community Association, in which event it is a Private Service; or
 - (ii) a Service Provider (such as, by way of example, Sydney Water), in which event it is a Statutory Service.
- (b) The Community Association and Service Providers provide Services through Service Lines. The right to provide a Service within the Community Parcel by means of a Service Line can be created by either:
 - (i) a Statutory Right (being a right created by Law);
 - (ii) a Statutory Easement (being an easement conferring rights pursuant to section 36 of the Development Act with the location of the Service Line being shown on a Service Works Plan); or

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- (iii) a Section 88B Instrument (being either the Registered Section 88B Instrument or another Section 88B Instrument).
- (c) The Services Table in Part 7 describes:
- (i) each Service in the Community Scheme;
 - (ii) the location of the Service Line for each Service;
 - (iii) whether a Service is a Private Service or a Statutory Service;
 - (iv) if a Statutory Service, the name of the Service Provider; and
 - (v) the manner in which the right to provide the Service Line and the Service by means of that Service Line was created.
- (d) Reference in the Services Table:
- (i) to “Registered Section 88B Instrument” is a reference to the right being created by, and subject to, the terms of the Section 88B Instrument registered with the Community Plan; and
 - (ii) reference to section 36 is a reference to the right being created by, and subject to, the provisions of section 36 of the Development Act.

20.2 Services

Unless specified to the contrary in this Management Statement:

- (a) the Community Association is responsible for the control, management, operation, insurance, maintenance, repair and replacement of each Private Service and the associated Services Lines; and
- (b) Service Providers are responsible for the control, management, operation, insurance, maintenance, repair and replacement of their Statutory Service and the associated Service Lines.

20.3 Right in Community Association to provide Private Services

The Community Association may:

- (a) provide Private Services to Subsidiary Bodies and Owners;
- (b) arrange for the installation and maintenance of Service Lines for the provision of Private Services; and
- (c) contract with any person to provide a Private Service.

20.4 Position of Service Lines

If Service Lines are not installed in the position indicated on a Service Works Plan, then:

- (a) the Community Association must arrange for the preparation and registration of a further Service Works Plan showing the Service Lines as installed;
- (b) each Owner and each Subsidiary Body must consent to any later Service Works Plan and must do all things relevant and within their respective powers to facilitate registration of any amended Service Works Plan; and
- (c) the Community Association must make available all necessary documents, including the certificate of title for the Community Property, to enable registration of a further Service Works Plan.

20.5 Subsequent Services

- (a) If any Service is provided after registration of this Management Statement, the Community Association must give a later Services Works Plan to the Owner or Subsidiary Body of a Lot affected by the amendment.
- (b) Each Subsidiary Body and each Owner must give consent to the amendments and produce all necessary documentation including certificate titles of affected Lots to facilitate registration of the amendment.
- (c) The Community Association must register any later Services Works Plan.

20.6 Obligations on Subsidiary Bodies and Owners

- (a) Subsidiary Bodies and Owners must not:
 - (i) do anything which interferes with, obstructs access to, overloads or damages any Service Line;
 - (ii) do anything which interferes with, or prevents, the Community Association performing its Functions in connection with a Private Service; or

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- (iii) do anything which interferes with, or prevents, a Service Provider performing its Functions in connection with a Statutory Service.
- (b) Each Subsidiary Body and Owner must:
- (i) immediately notify the Community Association of any damage to, or the defective operation of, a Private Service or an associated Service Line immediately it becomes aware of the damage or defect;
 - (ii) comply with all directions of the Community Association in connection with the provision of the Private Service and the use of, and the connection to, the associated Service Line; and
 - (iii) subject to section 60 of the Management Act, permit the Community Association and every person authorised by it to enter its Subsidiary Body Property or Lot (as appropriate) at all reasonable times on reasonable notice (except in the case of an emergency when no notice is required) to inspect, maintain, repair, renew, replace or increase the capacity of a Service Line providing a Private Service.

21. INSURANCE

21.1 Insurance

- (a) The Community Association must take out any insurance required under the Management Act including policies:
- (i) to cover any building or structure on Community Property against damage or destruction by fire, lightning, explosion or other prescribed risk;
 - (ii) under relevant workers compensation legislation;
 - (iii) for death and bodily injury for which the Community Association may become liable in damages for an amount of not less than \$20 million;
 - (iv) against damages for which the Community Association may become liable because of work done by a voluntary worker;
 - (v) to cover accidental injury to, or accidental death of, a voluntary worker;
 - (vi) against office bearers liability; and
 - (vii) against the possibility of the members of the Community Association becoming jointly liable under a claim arising out of any other event against which the Community Association decides by Special Resolution to insure.
- (b) The Community Association must review, on an annual basis:
- (i) all of its insurance; 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 Community Property then the Community Association must immediately:
- (i) effect new insurances; or
 - (ii) vary or extend existing insurances.
- (e) An Owner must obtain the written approval of the Community Association before that Owner does anything that might:
- (i) void or prejudice the Community Association's insurance; or
 - (ii) increase any insurance premium which is payable by the Community Association.

22. EXECUTIVE COMMITTEE

22.1 Constitution

- (a) The Executive Committee must be established as required by the Management Act.
- (b) The officers of the Executive Committee are the secretary, treasurer and chairperson.

22.2 Functions of secretary

The Functions of the secretary of the Executive Committee are:

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- (a) convening meetings of the Community Association and the Executive Committee;
 - (b) preparing and distributing minutes of meetings of the Community Association and the Executive Committee;
 - (c) on behalf of the Community Association and the Executive 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 clause 2 of schedule 4 of the Management Act;
 - (f) answering communications addressed to the Community Association or the Executive Committee;
 - (g) performing administrative or secretarial Functions on behalf of the Community Association and the Executive Committee; and
 - (h) keeping records for the Community Association and the Executive Committee according to this Management Statement and the Management Act.

22.3 Functions of treasurer

The Functions of the treasurer of the Executive Committee are:

- (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 clause 2 of schedule 4 of the Management Act;
- (d) keeping prescribed accounting records as required under clause 10 of schedule 1 of the Management Act; and
- (e) preparing financial statements as required under clause 11 of schedule 1 of the Management Act.

22.4 Function of chairperson

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

22.5 Sub-committees

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

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

22.6 No remuneration

A member of the Executive 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 Executive Committee incurred by that person in the performance of that person's Functions.

22.7 Protection of Executive Committee members from liability

- (a) A member of the Executive Committee is not liable for any loss or damage occurring by reason of an act done in that member's capacity as a member of the Executive Committee.
- (b) By-law 22.7(a) does not apply if a member is fraudulent or negligent other than negligence where the member acted in good faith.

23. MEETINGS

23.1 Management Act

The provisions of this by-law 23 are subject to the provisions of the Management Act.

23.2 Meetings

The Executive Committee:

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- (a) may meet together to conduct business and may adjourn and otherwise regulate its meetings as the Executive Committee thinks fit;
 - (b) may make decisions on the day to day administration of the Community Association; and
 - (c) may regularly call meetings of the Executive Committee.

23.3 Meeting at request of Members

- (a) Meetings of the Executive Committee must be convened by:
 - (i) the secretary at the request of not less than one third of the members of the Executive Committee; or
 - (ii) in the absence of the secretary, another member at the request of not less than one third of the members of the Executive Committee.
- (b) The secretary or the other member must convene the meeting:
 - (i) within the time asked for in the request; or
 - (ii) if the notice does not specify a time, within 5 Business Days of being asked.

23.4 Right to attend meetings

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

23.5 Notices of meetings

- (a) The secretary or the member who convenes a meeting must give each member of the Executive Committee and each member of the Community Association notice of the meeting at least 5 Business Days before the nominated meeting date.
- (b) The notice must include:
 - (i) the time, date and venue of the meeting;
 - (ii) the agenda for the meeting, which must list the business to be dealt with at the meeting;
 - (iii) copies of all documents referred to in the agenda.
- (c) The executive committee may only deal with business at a meeting if the item of business is on the agenda for the meeting.

23.6 Out of meeting determinations

Subject to section 38(3) of the Management Act, an out of meeting resolution is as valid as if that resolution is passed at a duly convened meeting of the Executive Committee provided:

- (a) notice of the meeting and an agenda have been given as required by this by-law 23;
- (b) the notice is accompanied by a voting paper; and
- (c) the resolution has been approved in writing by a majority of members who complete and return their voting paper to the secretary or the member who convened the meeting before the meeting commences.

23.7 Minutes of meetings

- (a) If the Community Association has placed a notice board on Community Property, then the Executive Committee complies with this by-law if the agenda, notice and minutes are placed on the notice board.
- (b) The secretary or the member who convenes a meeting, including meetings where decisions are made in writing, must give each member of the Executive Committee and each member of the Community Association a copy of the minutes of the meeting within 14 days of the meeting.

23.8 Records

- (a) For each meeting, the secretary must ensure the following are properly kept with the books and records of the Executive Committee for a period of 7 years from the date from the meeting:
 - (i) notices and agendas of meetings; and
 - (ii) records of decisions including minutes of meetings.
- (b) If the secretary is absent, then the chairperson must ensure the Executive Committee complies with by-law 23.8(a).

23.9 Service

- (a) Notices of meetings and minutes of meetings must be given to the members of the Executive Committee and the members of the Community Association:
 - (i) by hand;
 - (ii) by facsimile transmission;
 - (iii) by registered post; or
 - (iv) by electronic means,to the address of the party to whom it is being sent noted in the Community Association's roll. Service takes effect from the day the notice or minutes are received unless a later time is specified in the notice or the minutes.
- (b) Notices and minutes are deemed to be received:
 - (i) if by hand, at the time of delivery;
 - (ii) if sent by facsimile transmission, at the time recorded on the transmission report as the time the facsimile was sent, unless:
 - (A) the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or
 - (B) the transmission report of the sender indicates a faulty or incomplete transmission;
 - (iii) if sent by registered post, on the Business Day after it is sent; and
 - (iv) if sent by electronic means, on the Business Day after it is sent unless the sender receives notice, before the Business Day after it is sent, that the email has not reached its destination or it was not delivered to the recipient.

23.10 Notice board

If the Community Association has placed a notice board on Community Property, then the requirements of this by-law are satisfied if the agenda, notice and minutes are placed on the notice board.

24. CONTRIBUTIONS**24.1 Contributions**

- (a) An Owner 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 this Management Statement in relation to the Owner or the Occupier of the Owner's Lot.
- (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 20A(1) of the Management Act.
- (c) Nothing in this by-law prevents the Community Association from recovering any amount exceeding interest calculated under this by-law as a consequence of any amount not being paid when due.
- (d) A certificate signed by the Community Association, its Managing Agent or the secretary of the Executive Committee about a matter or a sum payable to the Community Association is prima facie evidence of:
 - (i) the amount; or
 - (ii) any other fact stated in that certificate.

PART 4 – OPTIONAL MATTERS

25. OBLIGATIONS ON OWNERS AND OCCUPIERS

25.1 Dealings with Community Property

- (a) Owners and Occupiers must:
 - (i) compensate the Community Association for any damage to Community Property or property vested in the Community Association caused by them or any of their invitees; and
 - (ii) ensure their children and the children of their invitees:
 - (A) are accompanied by a responsible adult if they are playing within the bounds of Community Property or Subsidiary Body Property; or
 - (B) unless accompanied by a responsible adult, do not enter areas of Community Property or Subsidiary Body Property that are likely to be dangerous to children.
- (b) Owners and Occupiers must not:
 - (i) without the prior written consent of the Community Association, interfere with the operation of, or modify, any equipment installed in Community Property or Subsidiary Body Property;
 - (ii) without the prior written consent of the Community Association, interfere with Community Property or Subsidiary Body Property or remove any article from Community Property or Subsidiary Body Property placed there by the direction or with the 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 Body 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.

25.2 Behaviour and responsibility when on Community Property

- (a) Owners and Occupiers 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 Community Property unsupervised except to the extent reasonably necessary for their arrival and departure;
 - (B) do not do anything they are not permitted to do under this Management Statement; and
 - (C) are removed from the Community Parcel upon refusing to comply with this Management Statement.
- (b) Owners and Occupiers must not:
 - (i) make noise or 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.

25.3 Occupation and use of Lots

- (a) Owners and Occupiers must:
 - (i) not 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 notices of all Authorities affecting their Lot or relating to the use and occupation of their Lot;

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- (iv) obtain the consent of the Community Association if the Owner 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 Urban Design Guidelines so far as they relate to their Lot.
- (b) Owners and Occupiers must not:
- (i) engage in or carry out:
 - (A) any illegal conduct or activity on their Lot;
 - (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 and other than one sign which, subject to the provisions of the Urban 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 Body Property or a public road.

25.4 Occupiers

- (a) An Owner of a Lot must ensure the Occupier of the Lot has a copy of the most recent version of the following (including any amendments or changes from time to time):
 - (i) each Management Plan; and
 - (ii) the Urban Design Guidelines.
- (b) An Owner of a Lot:
 - (i) must act promptly to comply with any reasonable notice the Owner may receive from the Community Association or a Subsidiary Body regarding the Occupier;
 - (ii) must take all reasonable action available to ensure the Occupier of the Lot complies with those parts of each Management Plan and the Urban Design Guidelines relevant to Occupiers; and
 - (iii) must take all reasonable action available to ensure the Occupier of the Lot complies with any notice the Owner or Occupier receives from the Community Association or a Subsidiary Body relevant to the Occupier.

25.5 Permitted Persons

- (a) Owners and Occupiers must take all reasonable steps to ensure a Permitted Person complies with these by-laws.
- (b) If an Owner or Occupier cannot comply with by-law 25.4(a), then that Owner or Occupier must:
 - (i) withdraw their consent to the person being on or remaining on, the Community Parcel; and
 - (ii) request that person immediately leave the Community Parcel.
- (c) If the by-laws prohibit an Owner or Occupier from doing a thing, the Owner or Occupier must not allow or cause another person to do that thing.

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- (d) Owners and Occupiers must ensure a Permitted Person does not behave in a manner likely to interfere with the peaceful enjoyment of another Owner, Occupier or any other Permitted Person in the Community Parcel.

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

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

25.7 Compliance with notice

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

25.8 Communications with Community Association

A person must forward complaints, notices, applications and requests for consideration by the Community Association, in writing:

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

26. OBLIGATIONS ON SUBSIDIARY BODIES

26.1 Dealings with Community Property

- (a) Subsidiary Bodies must compensate the Community Association for any damage to Community Property or 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 Community Property;
 - (ii) without the prior written consent of Community Association, interfere with Community Property or remove any article from Community Property placed there by the direction or with the 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) 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 within the Community Parcel.

26.2 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.

26.3 Communications with Community Association

A Subsidiary Body must forward complaints, notices, applications and requests for consideration by the Community Association, in writing:

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

27. VEHICLES AND PARKING

27.1 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 Body Property other than in designated parking bays.
- (b) Owners and Occupiers may park Vehicles:
 - (i) in a garage or driveway on that Owner's or Occupier's Lot; or
 - (ii) in an area on the Community Parcel designated by the Community Association as being an area where such Vehicles may be parked.
- (c) Vehicles may not be parked on any part of the Community Parcel unless they are parked either in a garage on a Lot or at the rear of the Lot provided there is no visibility from any public road, any other Lot or Subsidiary Body Property.

27.2 Restrictions on Vehicles

- (a) Notwithstanding the provisions of by-law 27.1(b), any 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 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 or 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 Body Property.

27.3 Repairs

Repairs to Vehicles must not be undertaken on any part of the Community Parcel unless they are housed within a totally enclosed garage in such a way as not to be visible from any other Lot or Subsidiary Body Property.

28. KEEPING OF PETS

28.1 Pet Register

Each Subsidiary Body must establish and keep at all times a Pet Register recording all relevant information it has received in connection with pets kept in its Subsidiary Scheme.

28.2 Permitted

- (a) Subject to this by-law 28, Owners and Occupiers may keep on their Lot the following pets:
 - (i) up to 2 cats, or up to 2 dogs or one cat and one dog; and
 - (ii) up to 10 fish in a secure and watertight tank; and
 - (iii) up to 2 birds in a cage or cages; and
 - (iv) up to 2 reptiles; and
 - (v) any animal being kept on a temporary basis by a WIRES carer.
- (b) Any pet permitted under this by-law 28.2 must be recorded on the Pet Register of the Subsidiary Body prior to coming onto any part of the Community Parcel.
- (c) The pets permitted under by-law 28.2(a) include Assistance Animals and Guide Dogs which must also be recorded on the Pet Register of the Subsidiary Body.
- (d) The right to keep a pet on a Lot includes the right to access:
 - (i) Community Property (or those parts of Community Property which are not restricted by any Rule of the Community Association); and
 - (ii) Subsidiary Body Property for the purposes of taking the pet to and from the Lot.

28.3 Notification

- (a) Owners and Occupiers who keep or intend to keep a pet on their Lot must give their Subsidiary Body the following information for inclusion in the Pet Register kept by that Subsidiary Body:
 - (i) for all pets:
 - (A) its species;
 - (B) its breed;
 - (C) its name; and
 - (D) its sex; and
 - (ii) if the pet is a dog or a cat:
 - (A) a photograph sufficient to identify it;
 - (B) its microchip number;
 - (C) whether it has been spayed or neutered; and
 - (D) evidence it has been registered with the appropriate Authority.
- (b) Each Subsidiary Body must make its Pet Register available to the Community Association for inspection upon request by the Community Association.

28.4 Prohibited

The following are not permitted to visit or be kept on any Lot or any part of the Community Parcel:

- (a) any animal that does not satisfy the requirements of by-law 28.2 with the exception of Assistance Animals, Guide Dogs and any animal being kept by a WIRES carer on a temporary basis (which animals are permitted notwithstanding non-compliance with by-law 28.2(b));
- (b) any dog that is vicious or aggressive;
- (c) any dog or cat that is not registered with the appropriate Authority;
- (d) any dog which is declared dangerous under the *Companion Animals Act 1998 (NSW)*; and
- (e) any dog which the Australian Government prohibits from importation into Australia.

28.5 Obligations of Owners and Occupiers

In relation to any pet owned or in the care of an Owner or Occupier or owned or in the care of any visitor or invitee of an Owner or Occupier, the Owner or Occupier must:

- (a) clean up all excrement or refuse left upon any part of the Community Parcel by the pet;
- (b) make good, or bear the cost of making good, any damage to any Lot, Community Property or Subsidiary Body Property by the pet;
- (c) ensure the pet is under control or otherwise contained when on Community Property or Subsidiary Body Property;
- (d) ensure the pet does not cause any annoyance, disturbance or nuisance to other Owners or Occupiers;
- (e) ensure the pet does not wander onto another Owner's or Occupier's Lot or onto Community Property or Subsidiary Body Property;
- (f) ensure the living quarters of the pet are maintained in a manner to prevent odours escaping from the Lot;
- (g) ensure cats wear a collar with a bell; and
- (h) ensure waste generated from the pet is treated and disposed of in accordance with any Rules made by the Community Association or the relevant Subsidiary Body and, without limiting the generality of this by-law, ensure:
 - (i) all waste from the pet is double-bagged or placed in large, strong bags; and
 - (ii) litter is not placed in toilets.

28.6 Compliance

- (a) If the Community Association, acting reasonably, forms the view:
 - (i) a pet is or has become vicious or aggressive; or
 - (ii) there is a breach of any part of by-law 28.5 on a continuing basis,the Community Association may serve a notice on the Owner or Occupier of the Lot containing that pet requesting that the pet is permanently removed from the Community Parcel.
- (b) Any Owner or Occupier who has received a notice from the Community Association under by-law 28.6(a) must comply with the requirements of the notice within 14 days of receiving it.

29. COMMUNITY ASSOCIATION'S RIGHTS

29.1 Manner of exercising 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.

29.2 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, repair and other services for Community Property or Subsidiary Body Property;
- (b) services or amenities to Owners or Subsidiary Bodies; and
- (c) Security Services.

29.3 Remedy against Owner or Occupier

- (a) The Community Association may do anything on or in connection with a Lot which should have been done by the Owner or Occupier of the Lot 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 by-law 29.3(a) applies 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 appropriate Costs under this Management Statement from the Owner or Occupier of the Lot.
- (c) The Community Association may recover any monies owing to it under this by-law as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this by-law remains unpaid, interest on that unpaid amount is payable to the Community Association by the Owner or Occupier, such interest to be payable on demand and calculated on daily balances at the same rate as interest under section 20A(1) of the Management Act.

29.4 Remedy against Subsidiary Body

- (a) The Community Association may do anything on or in connection with Subsidiary Body Property which should have been done by the 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 by-law 29.4(a) applies then the Community Association is entitled to:
 - (i) enter and remain on Subsidiary Body Property for as long as it is necessary;
 - (ii) carry out works; and
 - (iii) recover appropriate Costs under this Management Statement from the Subsidiary Body.
- (c) The Community Association may recover any monies owing to it under this by-law as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this by-law remains unpaid, interest on that unpaid amount is payable to the Community Association by the Subsidiary Body, such interest to be payable on demand and calculated on daily balances at the same rate as interest under section 20A(1) of the Management Act.

29.5 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 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) may levy each member for a contribution to meet expenses associated with the Community Association carrying on a business or trading activities; and
 - (iv) must distribute any net profit derived by the Community Association from carrying on a business or trading activities in accordance with clause 17 of schedule 1 of the Management Act.

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- (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.

29.6 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 29.6 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.

29.7 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 Owner, Occupier and Permitted Person and each Subsidiary Body.

30. ORIGINAL PROPRIETOR'S RIGHTS

30.1 Remedy against Owner or Occupier

- (a) The Original Proprietor may do anything on a Lot or in connection with a Lot which should have been done by the 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 30.1(a) applies then the Original Proprietor is entitled to:
 - (i) enter and remain on the Lot for as long as it is necessary;
 - (ii) carry out works; and
 - (iii) recover appropriate Costs from the Owner or Occupier of the Lot.
- (c) The Original Proprietor may recover any monies owing to it under this by-law as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this by-law remains unpaid, interest on that unpaid amount is payable to the Original Proprietor by the Owner or Occupier, such interest to be payable on demand and calculated on daily balances at the same rate as interest under section 20A(1) of the Management Act.

30.2 Remedy against Subsidiary Body

- (a) The Original Proprietor may do anything on or in connection with Subsidiary Body Property which should have been done by the Subsidiary Body under this Management Statement but which has not been done, or has not been done properly.
- (b) If by-law 30.2(a) applies then the Original Proprietor is entitled to:
 - (i) enter and remain on Subsidiary Body Property for as long as it is necessary;
 - (ii) carry out works; and
 - (iii) recover appropriate Costs under this Management Statement from the Subsidiary Body.
- (c) The Original Proprietor may recover any monies owing to it under this by-law as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this by-law remains unpaid, interest on that unpaid amount is payable to the Original Proprietor by the Subsidiary Body, such interest to be payable on demand and calculated on daily balances at the same rate as interest under section 20A(1) of the Management Act.

30.3 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.

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- (b) By-law 30.3(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.

30.4 Not bound by certain by-laws

The Original Proprietor is not bound by by-laws 16.3, 20.6, 25 and 27.

31. MANAGING AGENT

31.1 Managing Agent

- (a) Each Subsidiary Body must appoint a Managing Agent.
- (b) Unless contrary to Law, a Subsidiary Body must use the licensed Managing Agent appointed by the Community Association as its Managing Agent.

31.2 Amending this by-law

- (a) Subject to by-law 31.2(b), the terms of this by-law 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 31.2(a) if at the time the Original Proprietor is the Owner of a Lot.

32. SEVERANCE

32.1 General

- (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) By-law 32.1(a) has no effect if the severance alters the basic nature of the by-laws or is contrary to public policy.

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PART 5 – BY- LAWS REQUIRED BY PUBLIC AUTHORITIES

There are no public authority by-laws.

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PART 6 – DICTIONARY AND INTERPRETATION

DICTIONARY

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

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| Accredited Certifier | Has the meaning given it by the <i>Environmental Planning & Assessment Act 1979 (NSW)</i> . |
| Annual General Meeting | An annual general meeting of the Community Association other than the first annual general meeting. |
| Assistance Animal | <p>An assistance animal as described in section 9(2) of the <i>Disability Discrimination Act 1992 (C'th)</i> being a dog or other animal:</p> <ul style="list-style-type: none">(a) accredited under a law of a State or Territory of Australia that provides for the accreditation of animals trained to assist persons with a disability to alleviate the effect of the disability;(b) accredited by an animal training organisation prescribed by the <i>Disability Discrimination Regulations 1996 (C'th)</i> that provides for the accreditation of animals trained to assist persons with a disability to alleviate the effect of the disability; or(c) trained to assist a person with a disability to alleviate the effect of the disability and to meet the standards of hygiene and behaviour that are appropriate for an animal in a public place. |
| Association | A Community Association, a Precinct Association or a Neighbourhood Association (as the context requires). |
| Association Property | Community Property, Precinct Property or Neighbourhood Property (as the context requires). |
| Authority | Any government, semi-government, statutory, public or other authority which has jurisdiction over the Community Parcel, including the Council. |
| Business Day | Any day trading banks in New South Wales are open for business. |
| Common Property | That part of a Strata Parcel not being a Strata Lot. |
| Community Association | <p>The corporation that:</p> <ul style="list-style-type: none">(a) is constituted by section 25 of the Development Act on registration of the Community Plan; and(b) is established as a community association by section 5 of the Management Act. |
| Community Facilities | Those fixtures, fittings and facilities constructed on or attached to Community Property: the expression includes Services Lines through which Private Services pass. |
| Community Legislation | The Development Act, the Management Act and related legislation. |
| Community Lot | <p>A lot in the Community Plan that is not:</p> <ul style="list-style-type: none">(a) Community Property;(b) a public reserve or a drainage reserve;(c) land that has become subject to a Subsidiary Scheme; or |

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| | (d) land that has been severed from the Community Scheme. |
| Community Parcel | The land the subject of the Community Scheme. |
| Community Plan | The plan to which this Management Statement relates. |
| Community Property | The property described in by-law 16.1. |
| Community Scheme | The community scheme constituted on registration of the Community Plan. |
| Community Schemes Board | The board established under the Community Legislation. |
| Consent Authority | Has the meaning given it by the <i>Environmental Planning & Assessment Act 1979 (NSW)</i> . |
| Cost | Includes any cost, charge, expense, loss, liability or damage. |
| Council | Ku-ring-gai Council. |
| Development Act | <i>Community Land Development Act 1989 (NSW)</i> . |
| Development Application | An application to the Consent Authority or an Accredited Certifier in connection with a Development Activity on a Lot. |
| Development Consent | Consent under the <i>Environmental Planning and Assessment Act 1979 (NSW)</i> to a Development Application. |
| Development Works | The works associated with a Development Activity. |
| Executive Committee | The executive committee of the Community Association as constituted or elected under this Management Statement and the Management Act. |
| Function | Includes a duty, right or obligation. |
| General Meeting | An Annual General Meeting or a Special General Meeting of the Community Association. |
| Guide Dog | A dog used to assist a visually impaired Owner or Occupier. |
| Improvements | Includes any building, structure, fence, addition, modification, external repairs (other than minor repairs to existing Improvements) and alterations to or interference with Services and Service Lines. "Improvements" includes works which may be constructed or carried out without the consent of a Consent Authority or an Accredited Certifier. |
| Inaugural General Meeting | The General Meeting immediately following registration of the Community Plan. |
| Initial Period | Has the meaning given to it by the Community Legislation. |
| Law | Any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise. |
| Lot | A Community Lot, a Precinct Lot, a Neighbourhood Lot or a Strata Lot. |
| Management Act | <i>Community Land Management Act 1989 (NSW)</i> . |
| Management Plan | A management plan noted or listed. |
| Management Plans Register | The register the subject of by-law 3.3. |
| Management Statement | This management statement being the community management statement registered with the Community Plan, as amended from time to time under the Community Legislation. |

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| Managing Agent | An agent appointed under section 50 of the Management Act and for Strata Schemes, appointed under section 27 of the <i>Strata Schemes Management Act 1996 (NSW)</i> . |
| Neighbourhood Association | A neighbourhood association created on registration of a Neighbourhood Plan. |
| Neighbourhood Lot | A lot in a Neighbourhood Plan that is not: <ul style="list-style-type: none"> (a) Neighbourhood Property; (b) a public reserve or a drainage reserve; (c) land that has become subject to a Subsidiary Scheme; or (d) severed from the Neighbourhood Scheme. |
| Neighbourhood Plan | A neighbourhood plan that subdivides a Community Lot or a Precinct Lot within the Community Parcel. |
| Neighbourhood Property | Lot 1 in a Neighbourhood Plan including all items constructed on, erected on or attached to Neighbourhood Property. |
| Neighbourhood Scheme | The neighbourhood scheme constituted on registration of a Neighbourhood Plan. |
| Objectives | The objectives stated in by-law 1.2. |
| Occupier | The occupier for the time being of a Lot including a lessee, sublessee, under-lessee or licensee of a Lot, not being the Owner. |
| Open Access Way | The access way set aside pursuant to section 41 of the Development Act and known as Tubbs View. |
| Ordinary Resolution | A resolution passed: <ul style="list-style-type: none"> (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 | Defence Housing Australia ABN 72 968 504 934. |
| Owner | The registered proprietor for the time being of a Lot and includes (unless inappropriate) any mortgagee in possession. |
| Owners Corporation | An owners corporation constituted on registration of a Strata Plan. |
| Permitted Person | A person permitted by an Owner, Occupier, the Community Association or a Subsidiary Body to enter the Community Parcel. |
| Pet Register | The pet register the subject of by-law 28.1. |
| Precinct Association | A precinct association constituted on registration of a Precinct Plan. |
| Precinct Lot | A lot in a Precinct Plan that is not: <ul style="list-style-type: none"> (a) Precinct Property; (b) a public reserve or a drainage reserve; (c) land that has become subject to a Subsidiary Scheme; or (d) severed from the Precinct Scheme. |
| Precinct Plan | A precinct plan that subdivides a Community Lot within the Community Parcel. |
| Precinct Property | Lot 1 in a Precinct Plan including all items constructed on, erected on or attached to Precinct Property. |
| Precinct Scheme | The precinct scheme constituted on registration of a Precinct Plan. |

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| Prescribed Fee | The fee payable to the Community Association (or the Original Proprietor) in connection with applying for a Development Activity Consent. |
| Private Access Way | The access way set aside pursuant to section 44 of the Development Act. |
| Private Service | Has the meaning given to it by by-law 20.2. |
| Project Activities | The activities described in by-law 12.1. |
| Registered Section 88B Instrument | The Section 88B Instrument registered with the Community Plan. |
| Restricted Common Property | Common Property the subject of by-law 13.3(c). |
| Restricted Precinct Property | Precinct Property the subject of by-law 13.3(b). |
| Restricted Subsidiary Body Property | The Restricted Property in Subsidiary Schemes the subject of by-law 21. |
| Restricted Property | Is: <ul style="list-style-type: none"> (a) Association Property the use of which is restricted by the relevant management statement; or (b) Common Property the use of which is restricted by the relevant by-laws. |
| Rules | The rules of the Community Association the subject of by-law 29.7. |
| Section 88B Instrument | An instrument registered under section 88B of the <i>Conveyancing Act 1919 (NSW)</i> . |
| Security Services | Services by any means for the prevention of any threat to the security or safety of: <ul style="list-style-type: none"> (a) an Owner; (b) an Occupier; or (c) Community Property, Subsidiary Body Property or a Lot. |
| Service | Includes: <ul style="list-style-type: none"> (a) the supply of water, hot water, stormwater, sullage, fluid wastes, gas, electricity, artificially heated or cooled air or oil, ; (b) the provision of sewage and drainage; (c) fire fighting services; (d) transmission by, radio, television, satellite or other means; (e) transmission by telephone or internet; (f) NBN services; (g) Security Services; and (h) any other facility, supply or transmission. |
| Service Line | The item of machinery or equipment in which a Service runs, is provided, is generated or is stored including pipes, wires, cables, ducts, lines, hydrants, pumps, conduits and poles. |
| Service Provider | An Authority that provides a Statutory Service. |
| Service Works Plan | The prescribed diagram registered with this Management Statement showing the Private Services and Statutory Services created pursuant to section 36 of the Development Act. |
| Services Table | The table in Part 7. |

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| Sign | Includes any sign, light, advertisement, name, notice, placard, banner or other similar item the purpose of which is to advertise any product, service or activity and includes for sale and to lot signs. |
| Special General Meeting | A meeting of the Community Association that is not an Annual General Meeting. |
| Special Resolution | Has the meaning given to it by the Community Legislation. |
| Statutory Easement | An easement created pursuant to section 36 of the Development Act. |
| Statutory Right | A right created by Law. |
| Statutory Service | A Service provided by a Service Provider. |
| Strata Lot | A lot in a Strata Plan. |
| Strata Parcel | The Strata Lots and Common Property of a Strata Scheme. |
| Strata Plan | A strata plan that subdivides a Lot within the Community Parcel under the <i>Strata Schemes (Freehold Development) Act 1973 (NSW)</i> . |
| Strata Scheme | The strata scheme constituted on registration of a Strata Plan. |
| Subsidiary Body | A Precinct Association, a Neighbourhood Association or an Owners Corporation in the Community Parcel. |
| Subsidiary Body Property | The Neighbourhood Property in a Neighbourhood Scheme, the Precinct Property in a Precinct Scheme or the Common Property in a Strata Scheme. |
| Subsidiary Plan | A Neighbourhood Plan, a Precinct Plan or a Strata Plan within the Community Parcel. |
| Subsidiary Scheme | A Neighbourhood Scheme, a Precinct Scheme or a Strata Scheme. |
| Unanimous Resolution | A resolution without a vote being cast against it. |
| Urban Design Guidelines | The design guidelines adopted by the Community Association at its inaugural general meeting. |
| Vehicle | Vehicles of any kind including motor vehicles, motor cycles, trucks, vans, bicycles, boats, trailers, caravans and horse floats. |

INTERPRETATION

A. Construction

In this Management Statement unless the context indicates a contrary intention:

- (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.

B. Headings

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

C. 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.

D. Community Legislation

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

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PART 7 – SERVICES TABLE

| Service | Location of Service Lines | Private Service or Statutory Service | Service Provider | Manner of creation of right |
|------------------------|----------------------------------|---|-------------------------|------------------------------------|
| Water | | | | |
| | | | | |
| | | | | |
| Sewer | | | | |
| | | | | |
| NBN | | | | |
| | | | | |
| Power | | | | |
| | | | | |
| Street lighting | | | | |
| Gas | | | | |
| | | | | |
| Storm-water | | | | |
| | | | | |

The following page comprises the Management Plan

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