

Approved Form 28	Community Management Statement	Sheet 1 of 45 sheets
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[Dido Street, Kiama] Community Management Statement

Lot 2 Dido Street, Kiama NSW

DP[]

WARNING

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

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

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Part 1

[Dido Street, Kiama] and the community management statement

1. What is a community management statement?

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

2. How does this management statement work?

2.1 Purpose of the management statement

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

2.2 Components of the management statement

There are nine components in this management statement:

Part 1	[Dido Street, Kiama] and the community management statement By-laws about the purpose of this management statement and how it works are in part 1. The Community Association may change or cancel by-laws in part 1 only by special resolution.
Part 2	Details of the development By-laws about how the Community Association will control and preserve architectural and landscape standards for [Dido Street, Kiama] are in part 2. The Community Association may change or cancel by-laws in part 2 only by unanimous resolution.
Part 3	Community Property By-laws about Community Property and using Community Property facilities are in part 3.

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	Generally, the Community Association may change or cancel by-laws in part 3 only by special resolution.
Part 4	Rights and obligations of the Community Association and Owners By-laws about the rights and obligations of the Community are in part 4. This part also deals with insurance, contracts and meetings of the Committee. This part also has by-laws about internal fencing, services and Access ways. The Community Association may change or cancel by-laws in part 4 only by special resolution.
Part 5	[Dido Street, Kiama] and Community Property By-laws about Community Property and using Community Property facilities are in part 5. Generally, the Community Association may change or cancel by-laws in part 5 only by special resolution.
Part 6	By-laws required by Public Authorities By-laws made at the request of a Public Authority are in part 6. The Community Association may change or cancel by-laws in part 6 only by special resolution and with the written consent of the relevant Public Authority.
Part 7	Dictionary Part 8 explains what defined words and expressions mean. It also explains how to interpret this management statement The Community Association may change or cancel by-laws in part 8 only by special resolution.
Schedule 1	Design Guidelines The Design Guidelines for [Dido Street, Kiama] are in schedule 1. It contains important information about issues like []and signs. See the by-laws in part 2 for more information. The Community Association may change or cancel the Design Guidelines only by unanimous resolution.

2.3 Association Property Rights By-Laws

- (a) Association Property Rights By-Laws are by-laws which restrict use of parts of Community Property to certain persons or groups. Association Property Rights By-Laws are generally found in part 5 of this management statement. If there are any restricted use areas, the Concept Plan will show the location of most of those areas.
- (b) The Community Association may change or cancel Association Property Rights By-Laws only by special resolution and with the written consent of each person who has the restricted use rights.

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- (c) The Community Association cannot make, change or cancel Association Property Rights By-Laws during the initial period.

2.4 Public Authority By-Laws

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

3. About the Community Scheme

3.1 Overview

When development is complete, it is anticipated that **[Dido Street, Kiama]** will contain:

- (a) 67 residential lots; and
- (b) Community Property.

3.2 Components and subdivision pattern

This table shows the various components and subdivision pattern for **[Dido Street, Kiama]** at the time of registration of the Community Plan:

Development Stage	Community Development Lots	Description	Owner
Stage 1	1 (Community Property Lot)	All of the Community Property is contained in this lot, being the roads, open space and park within the Community Scheme.	Community Association
	2 – 8	7 residential lots to be developed in accordance with the Design Guidelines, and residue lot for Stage 2.	Developer
	9 - 16 (Residue Lots)	Residue lots for Stages 2 - 9	Developer
Stage 2	17 – 23	Subdivision of residue lot 9 by a community plan of subdivision to create [8] residential lots to be developed in accordance with the Design Guidelines.	Developer
Stage 3	24 – 31	Subdivision of residue lot 10 by a community plan of subdivision to	Developer

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Development Stage	Community Development Lots	Description	Owner
		create [8] residential lots to be developed in accordance with the Design Guidelines.	
Stage 4	32 – 41	Subdivision of residue lot 11 by a community plan of subdivision to create [10] residential lots to be developed in accordance with the Design Guidelines.	Developer
Stage 5	42 – 47	Subdivision of residue lot 12 by a community plan of subdivision to create [6] residential lots to be developed in accordance with the Design Guidelines.	Developer
Stage 6	48 – 59	Subdivision of residue lot 13 by a community plan of subdivision to create [12] residential lots to be developed in accordance with the Design Guidelines.	Developer
Stage 7	60 – 64	Subdivision of residue lot 14 by a community plan of subdivision to create [5] residential lots to be developed in accordance with the Design Guidelines.	Developer
Stage 8	65 – 73	Subdivision of residue lot 15 by a community plan of subdivision to create [9] residential lots to be developed in accordance with the Design Guidelines.	Developer
Stage 9	74 – 76	Subdivision of residue lot 16 by a community plan of subdivision to create [3] residential lots to be developed in accordance with the Design Guidelines.	Developer

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4. Types of by-laws

4.1 Restricted Property By-Laws

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

4.2 Public Authority By-Laws

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

5. Who must comply with this management statement?

5.1 General requirements

- (a) Generally, you must comply with this management statement if you are:
 - (i) the Owner of a Community Development Lot; or
 - (ii) the Occupier of all or part of a Community Development Lot.
- (b) The Community Association and each Subsidiary Scheme within the Community Scheme must comply with this management statement
- (c) Each person who is a lessee or mortgagee in possession of a Community Development Lot within the Community Scheme, or a Lot in a Subsidiary scheme, must comply with this Management Statement.

5.2 Special requirements for some Lot

- (a) To ensure that the by-law protect the rights and interests of owners and occupiers of the different types of Lots in [Dido Street, Kiama], some by-laws apply specifically to the owners and occupiers of Community Development Lots (or a combination of them). This means that:
 - (i) owners and occupiers of Community Development Lots (or parts of them) must comply with by-laws that relate specifically to Community Development Lots; and

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- (ii) owners and occupiers of Apartments must comply with by-laws that relate specifically to Apartments.
- (b) By-laws that do not specifically relate to one or more types of Lots apply to all owners and occupiers.

Part 2 Details of Development

6. Design Guidelines

6.1 Standards

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

6.2 Application to amend

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

6.3 Decision of Community Association

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

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6.4 Copy of Standards to be provided

- (a) If the Community Association amends the Design Guidelines, then the Community Association must, within a reasonable time, deliver a copy of the amendments to each Owner of a Community Development Lot.
- (b) If requested by an Owner, the Community Association must provide, at the reasonable cost of that Owner a current copy of the Design Guidelines.

7. Building Works and Alterations

7.1 Approvals

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

7.2 Plans and Specifications

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

7.3 Works

- (a) Prior to carrying out of any Works, a party must obtain the necessary approvals in accordance with this by-law and the relevant authorities.
- (b) During the carrying out of any Works, a party must:
 - (i) ensure no damage to Service Lines or Services within the Community Scheme;
 - (ii) ensure that the Works are carried out in a proper and workmanlike manner;
 - (iii) ensure the Works are carried out to the satisfaction of the Community Association and, if appropriate, the Council or other Government Agency;
 - (iv) repair any damage caused to Community Property as a result of the Works; and

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(v) carry out the Works promptly.

(c) No Works will be permitted to be constructed or remain unless approval has been obtained under this by-law and the provisions of this by-law⁷ have been satisfied.

7.4 Breach by Owner

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

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

8. Design Review Panel

8.1 Appointment

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

to advise and assist the Design Review Panel in performing its Functions.

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- (d) The Design Review Panel must appoint, from its members a chairperson and such other officers necessary to enable it to properly perform its Functions.

8.2 Functions of Design Review Panel

- (a) The Design Review Panel must consider and give its decision regarding all plans and specifications submitted to it for approval.
- (b) The Design Review Panel may also perform other duties given to it by the Committee including, without limitation, inspecting works to ensure that they comply with plans and specifications approved by the Design Review Panel.

8.3 Approval of plans and specifications for Works

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

8.4 Basis of Approval or Disapproval

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

8.5 Additional Information

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

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

8.6 Approval Subject to Conditions

- (a) The Design Review Panel may impose conditions on its approval of plans and specifications.
- (b) The Design Review Panel may require an Applicant to deposit with the Community Association a bond in such amount as determined by the Design Review Panel to be held by the Community Association on account of any damage that may be caused to Community Property as a result of works.

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- (c) On completion of the Works the Community Association must account to the Applicant within 60 days for the bond after deduction (if any) for damage to Community Property.

8.7 Decision of Design Review Panel

- (a) The Design Review Panel must, within 21 days after it has received all information required by it to make a decision, deliver to the Applicant its written decision.
- (b) Plans and specifications submitted under this by-law 8 will be deemed to be approved by the Design Review Panel, unless
 - (i) a written disapproval; or
 - (ii) a request under by-law 8.5,

has been delivered to the Applicant within 14 days after the Design Review Panel has received the plans and specifications, or where a request has been made under by-law 8.5 within 21 days of the Design Review Panel receiving the additional information.
- (c) For the purpose of this by-law 8:
 - (i) a decision made by the Design Review Panel is binding on the Applicant;
 - (ii) the Applicant expressly waives its rights to any claim, action, suit, cost, damage or compensation in respect of a decision by the Design Review Panel; and
 - (iii) all other persons release the Design Review Panel from any claim, action, suit, cost, damage or liability in respect of a decision by the Design Review Panel.

8.8 No Warranty

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

8.9 Expert Determination

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

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9. Meetings of the Design Review Panel

9.1 Meetings

- (a) The Design Review Panel must hold meetings at times necessary to perform its functions.
- (b) From such time as the Developer does not constitute the Design Review Panel:
 - (i) Quorum at a meeting of the Design Review Panel is 2 members.
 - (ii) Decisions arising at a meeting of the Design Review Panel are to be made by a majority of votes of members present and voting at the meeting at which a quorum is present.
- (c) If there is an equality of votes, the chairperson, in addition to his deliberative vote, has a casting vote.
- (d) The design Review Panel may from time to time appoint one or more of its members to:
 - (i) conduct investigations;
 - (ii) perform specified duties and functions on behalf of the Design Review Panel; and
 - (iii) report findings to the Design Review Panel.

9.2 Compensation for Members

Members of the Design Review Panel are entitled to:

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

9.3 Minute and Records

The Design Review Panel must ensure that:

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

are properly kept and retained with the records (and for the prescribed period) referred to in clause 15 of schedule 2 of the Management Act

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9.4 No Waiver of Future Approvals

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

9.5 Protection of Design Review Panel Members from Liability

- (a) No member of the Design Review Panel shall be liable for any loss or damage occurring by reason of an act done in his or her capacity as a member of the Design Review Panel except in the case of fraud or negligence on the part of that member.
- (b) No person, other than a member of the Design Review Panel, may attend a meeting of the Design Review Panel unless that person is permitted by resolution of the Design Review Panel to attend a meeting.

10. External Fixtures

10.1 Appearance

A proposal by an Owner or Occupier to construct, install or maintain on or in a Lot anything which can be seen from outside the Lot is taken to be Works (and may only be carried out in accordance with by-law 10.2).

10.2 Transmitting and Receiving Devices

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

11. Maintenance

11.1 Maintenance and repair

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

11.2 Exterior and Garden Maintenance

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

- (a) in a proper and workmanlike manner,
- (b) promptly;
- (c) to the reasonable satisfaction of the Community Association; and

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- (d) in compliance with the Design Guidelines.

11.3 Community Association to give notice

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

Part 3 Community Property

12. Developer's rights over Community Property

12.1 Association Property Rights By-Law

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

12.2 What are the restricted use rights?

- (a) While the Developer builds [Dido Street, Kiama], the Developer, for as long as the Developer is an owner of a Community Development Lot, has exclusive use of Community Property and Service Lines owned by the Community Association. The restricted use area does not include the area not needed for proposed development and shown on the Concept Plan in this management statement.
- (b) Nothing in this management statement binds the Developer to the extent that it may prevent the Developer exercising its rights under this by-law.

12.3 Development of Community Parcel

- (a) The Developer (or its nominee) will have the following rights for the purposes of enabling the Developer to complete the development of the Community Parcel in stages and carry out the Development Activities on the Community Parcel (including but not limited to the development in accordance with the Development Approval):

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- (i) build on and develop the Community Property and Community Development Lots, which may include development and construction in stages;
- (ii) carry out building and development work in its discretion;
- (iii) do demolition work, building and associated work on the Community Property and Community Development Lots;
- (iv) do landscaping and associated work in the Community Property and Community Development Lots;
- (v) use any part of the Community Property and Community Development Lots to exercise its rights under this by-law;
- (vi) subdivide land in the Community Parcel;
- (vii) complete and unrestricted access by foot or motor vehicle over the Community Property;
- (viii) park motor vehicles and equipment on the Community Property;
- (ix) locate temporary structures, building materials, cranes and other equipment within Community Property and Community Development Lots;
- (x) place on or attach to Community Property temporary offices, sheds, depots, building materials, cranes and other equipment;
- (xi) install services on Community Property;
- (xii) connect services within Community Property;
- (xiii) install and connect services in Community Property and Community Development Lots to services in adjacent constructed components of the Community Scheme;
- (xiv) attach and place marketing and advertising signs, placards, owners, notices or advertisements on the Community Property and Community Development Lots;
- (xv) generate noise and dust associated with the development and construction of the Community Parcel; and
- (xvi) carry out other works which the Developer considers reasonably necessary or desirable in order to develop and construct buildings on Community Development Lots and carry out any of the rights and objectives contemplated by this by-law.

(b) The Developer must:

- (i) repair any damage to [Dido Street, Kiama] caused by exercising the rights of the Developer under this by-law;

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

12.4 Obligations of the Community Association

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

12.5 Community Association

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

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

12.6 Ending this by-law

The rights of the Developer under this by-law:

- (a) for [Dido Street, Kiama], end when the Developer notifies the Community Association that building and development work has finished; and
- (b) for any part of [Dido Street, Kiama], end when the Developer notifies the Community Association that building and development work for that part of [Dido Street, Kiama] is finished.

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13. Restricted Community Property

13.1 Association Property Rights By-Law

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

13.2 Purpose of this by-law

The purpose of this by-law is:

- (a) to allow the Developer to hand back Community Property to the Community Association which the Developer no longer needs for development purposes under by-law 12; and
- (b) for the Owners at the time of the Community Property being handed back to contribute to the costs for that Community Property.

13.3 Maintaining Restricted Community Property

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

13.4 Rights and obligations

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

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14. Licences to use Community Property

- 14.1 In addition to its powers under the Act, the Community Association has the power to grant licences to Owners and Occupiers to use parts of Community Property.
- 14.2 Licences the Community Association grants under this by-law may include provisions about, but need not be limited to:
- (a) payments under the licence;
 - (b) the term of the licence;
 - (c) the permitted uses of the licensed areas;
 - (d) the maximum number of persons allowed in the licensed area;
 - (e) insurances the licensee must effect; and
 - (f) cleaning and maintaining the licensed area.
- 14.3 The Community Association may exercise its powers under this by-law only by ordinary resolution at a properly convened general meeting.

15. Access ways

15.1 Open and Private Access ways

There are no Open Access ways or Private Access ways.

15.2 Controlling traffic on Community Property

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

- (a) impose a speed limit for traffic on Community Property and Restricted Common Property and, in particular, traffic on the Private Access ways;
- (b) impose reasonable restrictions on the use of Community driveways and parking areas;
- (c) install speed humps and other traffic control devices in Community Property; and
- (d) install signs about parking and to control traffic in Community Property.

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16. Services

16.1 Statutory easement

A statutory easement covering Services in [Dido Street, Kiama] is created pursuant to section 34 of the Development Act.

16.2 Installation and maintenance of Services

- (a) The Community Association is responsible for and must maintain Private Services and associated Service Lines, including pay television services (cable or satellite), or other similar services, installed at the time of registration of the Community Plan and that may be installed after registration of the Community Plan.
- (b) Service Providers are responsible for and must maintain their Statutory Services and associated Service Lines.
- (c) The Community Association may prepare, register and maintain as part of the Community Scheme records a works as executed plan that shows the location of Private Services and Statutory Services.
- (d) Service Lines may not be installed in the position shown on the works as executed plan for [Dido Street, Kiama]. If this happens, Owners must allow the Community Association to register another works as executed plan as an amendment to this management statement.

16.3 Services – On-site Stormwater Detention

- (a) On-site Stormwater Detention facilities will be located within Lot [] in the Community Plan.
- (b) The Community Association must keep the On-site Stormwater Detention facilities in good working order and repair and carry out any required maintenance and repair of the On-site Stormwater Detention facilities.
- (c) The Owner and/or Occupier of Lot [] in the Community Plan (as applicable) must permit reasonable access to Lot [] to any person appointed by the Community Association to carry out maintenance and repair works to the On-site Stormwater Detention facilities.

16.4 Services – Water

- (a) All Lots in the Community Plan will be serviced by a private water main.
- (b) The Community Association must keep the private water main in good working order and repair and carry out any required maintenance and repair of the private water main.
- (c) The Owners and Occupiers must permit reasonable access to their Lot to any person appointed by the Community Association to carry out maintenance and repair works to the private water main.

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16.5 Services – Electricity

- (a) All Lots in the Community Plan will be serviced by a private electricity main.
- (b) The Community Association must keep the private electricity main in good working order and repair and carry out any required maintenance and repair of the private electricity main.
- (c) The Owners and Occupiers must permit reasonable access to their Lot to any person appointed by the Community Association to carry out maintenance and repair works to the private electricity main.

16.6 Services – Gas

- (a) All Lots in the Community Plan will be serviced by a private gas main.
- (b) The Community Association must keep the private gas main in good working order and repair and carry out any required maintenance and repair of the private gas main.
- (c) The Owners and Occupiers must permit reasonable access to their Lot to any person appointed by the Community Association to carry out maintenance and repair works to the private gas main.

16.7 Services – Telecommunications lines

- (a) All Lots in the Community Plan will be serviced by telecommunication lines or such other telecommunication services as appropriate.
- (b) The Owners and Occupiers must permit reasonable access to their Lot to any person appointed by the Community Association to carry out maintenance and repair works to the telecommunication lines.

16.8 Community Property – Lighting

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

16.9 Community Property

- (a) The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Property.
- (b) An Owner or Occupier must obtain the written approval of the Community Association before that Owner or Occupier does any of the following to Community Property:
 - (i) leaves anything on Community Property;
 - (ii) obstructs the use of Community Property;

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

17. Community Facilities

17.1 Community Facilities

- (a) Subject to by-law 17.1(b), the Community Facilities are available for use by Owners and Occupiers and Invitees.
- (b) The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Facilities.

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18. Internal Fencing

18.1 Restrictions on Construction

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

18.2 External & Internal

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

18.3 Design Guidelines

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

18.4 Community Property

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

19. Garbage

- (a) Each Owner and Occupier must secure and their containers for garbage and recyclable materials ("container") so that they:
 - (i) are hidden from view from outside the Lot; and
 - (ii) do not emit odours.
- (b) An Owner or Occupier must ensure that that person's container is visible from outside that Lot for the minimum time that will permit garbage collection on the nominated garbage collection days which must not exceed 12 hours.
- (c) An Owner or Occupier must comply with any Rules or by-laws about garbage collection and the recycling of garbage made by:
 - (i) Council;
 - (ii) the Community Association.

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- (d) No garbage or recycling truck is to enter the site for collection prior to 7.30 am on collection day or 8.00 am on a public holiday and no collection is to occur on Saturday or Sunday.

Each Owner and Occupier must sort and store domestic waste, recyclable waste and vegetation waste according to:-

- (i) Council's requirements; and
- (ii) the Community Association requirements.

20. Insurance

20.1 Compulsory Insurance

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

20.2 Optional Insurances

The Community Association may effect such insurances other than the insurances referred to in By-Law **Error! Reference source not found.** above which it considers necessary in the interests of proprietor or occupier.

20.3 Insurance in Respect of Lots

- (a) Each Owner shall be responsible for insuring against all and any risks of being the Owner of a lot including without limitation the risk of damage or destruction to any improvements constructed thereon.
- (b) Each Owner must forward to the Committee a copy of the insurance renewal receipt each year immediately upon effecting such insurance.

20.4 Obligation to Rebuild

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

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21. Committee

21.1 Constitution

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

21.2 Functions of the Secretary

The functions of the secretary of the Committee include:

- (a) convening meetings of the Community Association and the Committee;
- (b) preparing and distributing minutes of meetings of the Community Association and the Committee;
- (c) giving a notice on behalf of the Community Association and the Committee required to be given under the Management Act;
- (d) maintaining the Community Association roll;
- (e) supplying certificates setting out details of insurances, contributions and other matters under section 174 of the Management Act;
- (f) answering communications addressed to the Community Association or the Committee;
- (g) performing administrative or secretarial functions on behalf of the Community Association and the Committee; and
- (h) keeping records under part 3 of schedule 1 to the Management Act.

21.3 Functions of the Treasurer

- (a) The functions of the treasurer of the Committee include:
- (b) notifying members of the Community Association of contributions levied under the Management Act and collecting those contributions;
- (c) receiving, acknowledging, banking and accounting for any money paid to the Community Association under this Management Statement or the Community Titles Legislation;
- (d) preparing certificates providing details of contributions, insurances and other matters under clause 2 of schedule 4 to the Management Act;
- (e) keeping prescribed accounting records as required under clause 10 of schedule 1 to the Management Act; and

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- (f) preparing financial statements as required under clause 11 of schedule 1 to the Management Act.

21.4 Function of the Chairperson

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

21.5 Sub-Committees

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

21.6 No Remuneration

A member of the Committee is:

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

21.7 Protection of Committee members from liability

A member of the Committee is not liable for any loss or damage occurring by reason an act done in that member's capacity as a member of the Committee.

This by-law does not apply if a member is fraudulent or negligent.

22. Meetings

22.1 Meetings

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

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

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22.2 Right of Owner to Attend Meetings

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

22.3 Meeting at Request of Members

- (a) At the request of not less than 1/3 of the members of the Committee, the secretary must convene a meeting.
- (b) Subject to the above by-law, the secretary must convene the meeting within the period of time specified in the request.
- (c) The members must give the secretary more than 7 days to convene the meeting.
- (d) If no time is specified in the request, then the secretary must convene the meeting within 14 days of receiving the request.
- (e) If the secretary is absent, a member of the Committee must convene the meeting.

22.4 Out of Meeting Determinations

Subject to section 44 of the Management Act, a resolution is valid as if it had been passed at a duly convened meeting of the Committee even though the meeting was not held if:

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

22.5 Notices and Minutes of Meetings

- (a) Before each Committee meeting, the Committee must prepare an agenda for the meeting. This agenda must list the business that the Committee will deal with at the Committee meeting.
- (b) At least 72 hours before a meeting of the Committee, the Committee must:
 - (i) notify members of the Community Association of the meeting including details of the meeting; and
 - (ii) provide each member of the Community Association with a copy of the agenda for the meeting.

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- (c) If the Community Association has placed a notice board on Community Property, then the Committee will have complied with by-law 14.5(a) if it ensures that the agenda and notice of the meeting are placed on the notice board at least 72 hours before the meeting.
- (d) The agenda must list the business that the Committee will deal with at the meeting;
- (e) The secretary must ensure that:
 - (i) minutes of the Committee are sent to each member of the Community Association within 7 days of the meeting; and
 - (ii) that the following are properly kept:
 - (A) agendas and minutes of meetings of the Committee;
 - (B) records of decisions of the Committee; and
 - (C) records of notices.
- (f) If the secretary is absent, then the chairperson must ensure that the Committee complies with the above by-law.

23. Amounts Payable

- (a) An Owner must pay:
 - (i) contributions levied under this Management Statement and the Community Titles Legislation when they fall due; and
 - (ii) on demand any costs, changes and expenses of the Community Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under this Management Statement in relation to the Owner or Occupier.
- (b) If a contribution or amount payable under this Management Statement or the Community Titles Legislation is not paid when due, then interest is payable under section 91 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 Committee about a matter or a sum payable to the Community Association is prima facie evidence of:
 - (i) the amount; or
 - (ii) any other fact stated in that certificate.

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Part 4

Rights and obligations

24. Behaviour of Owners, Occupiers and Invitees

24.1 Noise

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

24.2 Children

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

24.3 Invitees

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

25. Washing

An Owner or Occupier must not hang any washing, bedding or other articles of a similar nature:

- (a) on any balcony of a Lot, on the outside of a building on a Lot or the outside of a building containing a Lot;
- (b) in any area visible from any Community Property , road, footpath, parks and the like about the Community Parcel; and
- (c) on any part of the Community Parcel.

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26. Storage of flammable Liquids

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

27. Keeping of Animals

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

28. Parking Restrictions

28.1 Restriction

Subject to by-law 28.2, an Owner or Occupier must not park a Vehicle on the Community Parcel.

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28.2 Permitted parking

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

28.3 Repairs

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

29. Community Association's Rights and Obligations

29.1 Contracts

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

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

29.2 Remedy

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

29.3 Not liable for damage

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

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

29.4 Communications with Community Association

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

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

30. Obligations of Owners and Occupiers

30.1 Compliance with Requirements, Orders and Notices

An Owner or Occupier must comply on time with:

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

30.2 Contractors

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

30.3 Use

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

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(b) An Owner or Occupier must not, except with the approval of the Community Association:

- (i) roller blade;
 - (ii) skateboard; or
 - (iii) play basketball or any organised sport games
- on Community Property.

30.4 Invitees

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

30.5 Lessees and Licensees

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

- (a) provide the lessee or licensee with a copy of this Management Statement; and
- (b) take all reasonable steps, including any action available under the lease or licence agreement, to ensure that the lessee or licensee of the Lot and any person on the Community Parcel with the consent express or implied of the lessee or licensee, complies with this Management Statement and any Rules.

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

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

31. Rules

- (a) The Community Association may make, and at any time add to, Rules for the control, management, operation, use and enjoyment of the Community Parcel and the Community Property.

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- (b) The Rules must be consistent with:
 - (i) the Management Act;
 - (ii) the Development Act;
 - (iii) all Laws; and
 - (iv) this Management Statement.
- (c) The Rules bind an Owner, Occupier, mortgagee in possession of a Lot, lessee of a Lot and Invitee.

32. Agreement with Facilities Manager

32.1 Entry during Initial Period

- (a) The Community Association during the Initial Period intends to enter into an agreement with a Facilities Manager.
- (b) The effect of the agreement is disclosed in this by-law for the purposes of section 122 of the Management Act.

32.2 Parties

The parties to the agreement will be:

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

32.3 Term

The term of the agreement may be up to ten years with two options of up to five years each. The agreement may have provisions about:

- (a) the rights of the Community Association and Facilities Manager to terminate the agreement early; and
- (b) the rights of the Facilities Manager to assign the agreement.

32.4 Remuneration

The remuneration of the Facilities Manager for the first year of the agreement must not exceed the market cost for performing the duties under the agreement. The remuneration of the Facilities Manager for subsequent years of the agreement may be:

- (a) the market cost for performing the duties under the agreement; plus
- (b) up to (and including) 20% of the market cost.

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32.5 Duties

The duties of the Facilities Manager may include:

- (a) the usual administrative managing agent duties, including:
 - (i) convening and chairing meetings of the Community Association;
 - (ii) the preparation and arrangement of insurance policies, valuations and renewals;
 - (iii) the preparation and distribution of notices and minutes and the provision of secretarial services for general and extraordinary general meetings and Committee meetings;
 - (iv) the enforcement of the by-laws of the Community Association;
 - (v) the conduct of dispute resolution procedures;
 - (vi) the provision of accounting services;
- (b) the supervision of the cleaning, caretaking, security, supervision, service, general repair and maintenance or renewal and replacement of:
 - (i) Community Property;
 - (ii) any personal property vested in the Community Association; and
- (c) any other matter, activity or thing which the Facilities Manager and the Community Association agrees is necessary or desirable for the operation and management of the Community Association.

32.6 Assignment

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

32.7 Termination

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

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

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32.8 Additional Management Agreements

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

PART 5 By-Laws required by Public Authorities

33. By-Laws required by Council

[Note: If any by-Laws are required by Council or other public authorities, they will be inserted here.]

Part 6 Interpretation

34. Definitions and Interpretation

34.1 Definitions

A. Statutory Definitions

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

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

B. Further Definitions

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

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

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

Association Property Rights By-Law is a by-law under section 134 of the Management Act exclusive use of and special privileges in relation to parts of Community Property to particular Owners.

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

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

Community Development Lot is a lot in the Community Plan that has not been subdivided by a plan for a subsidiary scheme.

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

- (a) internal roads;
- (b) open space areas;
- (c) park;
- (d) Street lighting;
- (e) Private water main;
- (f) Private electricity main;
- (g) Garbage enclosure;
- (h) Private Gas main;
- (i) Private Telstra line;
- (j) On-site detention.

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

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

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

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

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

Council means [] Council;

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

Design Review Panel means the committee constituted in accordance with by-law 8 to hear and make decisions on any application for approval of plans and specifications for Works to be carried out to a Lot;

Developer means Kiama Spring Creek Pty Limited ACN 648 547 013 ATF Kiama Spring Creek Unit Trust, or any successor or successors in title carrying out Development Activities on a Community Development Lot;

Development Act means the Community Land Development Act 2021;

Development Activities means development of the Community Parcel in accordance with the Development Approval;

Development Approval means the determination by Council on [] of development application no. [], as varied, modified or replaced from time to time, and any development approval from Council or other consent authority for the development of each Community Development Lot;

External Equipment means any solar energy collector panel (and any associated equipment), energy conservation equipment or solar hot water system (and any associated equipment);

Facilities Manager means the person the Community Association appoints under by-law 32 to provide management and operation services for [Dido Street, Kiama] (including any other person the Community Association appoints to replace them). The Facilities Manager may be an entity associated with the Developer.

Functions includes a power, authority and duty;

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

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

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

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

Law includes:

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

Lot means a Community Development Lot;

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Management Act means the Community Land Management Act 2021;

Management Statement means this community management statement;

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

Occupier means any person in lawful occupation of a Lot;

Owner means a person for the time being recorded in the register as entitled to an interest in fee simple in a Lot;

Restricted Community Property is the Community Property which the Developer has the right to use for development purposes until handed back to the Community Association. See by-laws 12 and 13 for more information.

Rules means the rules made under this Management Statement;

Service means:

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

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

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

Statutory Service is a Service provided by a Service Provider.

Subsidiary Scheme means a precinct scheme, neighbourhood scheme or strata scheme that is part of the Community Scheme, as contemplated in the Development Act.

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

Works means:

- (a) a change to any building;
- (b) a change to any landscaping;
- (c) the construction of a new building or buildings;
- (d) the construction of or a change to a fence;

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- (e) the installation of External Equipment;
- (f) the erection of or a change to signs, placards, banners, notices or advertisements; or
- (g) the installation, hanging or attachment of external shutters, blinds, fly screens, security devices, sun shades, canopies, awnings, television antennae, aerials, dishes (or other transmitting devices) and any other items which are visible from outside a Lot,

within the Community Parcel but excludes:

- (h) development and construction works carried out by the Developer;
- (i) internal fitout or refurbishment to a building or premises within a Lot; and
- (j) works that do not require consent by the Community Association under the Design Guidelines.

you means an Owner or Occupier of a Lot.

34.2 Interpretation

A. Construction

In this Management Statement a reference to:

- (a) the singular includes the plural and vice versa;
- (b) other parts of speech and grammatical forms of a defined word or phrase have a corresponding meaning;
- (c) a month or monthly means calendar month or calendar monthly;
- (d) a quarter means calendar quarter;
- (e) a person includes:
 - (i) a corporation, partnership, joint venture and government body;
 - (ii) the legal representatives, successors and assigns of that person; and
 - (iii) where the context permits, the employees, agents, contractors and invitees of that person;
- (f) a document includes a reference to that document as amended or replaced;
- (g) a thing includes a part of that thing and includes a right;
- (h) a by-law, attachment or annexure, means a by-law, schedule of, or an attachment or annexure to this Management Statement;

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- (i) a Law includes all Law amending, consolidating or replacing them;
- (j) a document is a reference to a document of any kind including an agreement in writing, a certificate, a notice or an instrument;
- (k) a provision of this Management Statement is not to be construed against a party solely on the ground that the party is responsible for the preparation of this Management Statement or a particular provision;
- (l) a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority;
- (m) the president of a body or authority means, in the absence of a president the senior officer of the body or authority or any other person fulfilling the duties of the president; and
- (n) “including” and similar expressions are not words of limitation.

B. Parties bound jointly and individually

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

C. Headings

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

D. Severability

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

E. Community Association Approval

- (a) A person must make an application for approval of the Community Association, Committee or the Design Review Panel under this Management Statement in writing.

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

F. Community Association Exercise of Rights

- (a) The Community Association may exercise a right, power or remedy:
 - (i) at its discretion; and
 - (ii) separately or concurrently with another right power or remedy;
- (b) A single or partial exercise of a right, power or remedy by the Community Association does not prevent a further exercise of that or of any other right, power or remedy.
- (c) Failure by the Community Association to exercise or delay by the Community Association in exercising a right, power or remedy does not prevent its exercise later.

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Execution

Signed sealed and delivered on behalf of **Kiama Spring Creek Pty Limited ACN 648 547 013** ATF Kiama Spring Creek Unit Trust pursuant to section 127 *Corporations Act 2001*, by:

Secretary/Director

Print name

Director

Print name

Signed by
as attorney for **Kiama Spring Creek Pty Limited ACN 648 547 013** ATF Kiama Spring Creek Unit Trust, under power of attorney registered book _____ no. _____ in the presence of:

Witness

Print name

Print address

Attorney

Name

By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

Mortgagee

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Certificate of Approval

The Kiama Municipal Council certifies that:

1. it has approved of the development described in Development Application No. [] dated []; and
2. the terms and conditions of this management statement are consistent with that development as approved.

Signature on behalf of Kiama Municipal Council

Date:

DRAFT