



Approved Form 28

—
Community Land Development Act 2021
Community Land Management Act 2021

Community Management Statement
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Patyegarang
Morgan Rd, Belrose NSW

WARNING

The terms of this Management Statement are binding on the Community Association and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Community Development Lot within the Community Scheme.

NOTE

THIS COMMUNITY MANAGEMENT STATEMENT PROVIDES AN EXAMPLE STATEMENT FOR THE PROPOSED RESIDENTIAL DEVELOPMENT OF THE PATEYGARANG PROJECT AT BELROSE.

THE DOCUMENT IS A GUIDE ONLY AND SUBJECT TO REZONING OF THE LAND AND ANY SUBSEQUENT DEVELOPMENT APPLICATION

Approved Form 28

Part 1 – By-laws fixing details of Development	7
1. Overview	7
1.1 About the Property	7
1.2 Objectives	7
1.3 How is the Property managed?	7
1.4 Parties bound by Management Statement	7
1.5 Management Structure	8
1.6 Consent of Community Association	8
1.7 Consent of Community Association may be revoked or withheld	8
1.8 Consent by Community Committee may be revoked or withheld	8
1.9 Consent conditions	9
1.10 Reporting act or activity to Community Association	9
2. Architectural and Landscape Design Guidelines	9
2.1 Guidelines	9
2.2 Application to amend	9
2.3 Approval of Community Association	9
2.4 Copy of standards to be provided	9
2.5 Signage	9
2.6 For sale and for lease Signage	10
2.7 Community Association's signage	10
2.8 Developer's Signs	10
2.9 Consent of the Developer	10
2.10 Developer's rights	10
3. Maintenance	11
3.1 Exterior maintenance of Lots	11
3.2 Compliance	11
3.3 Developer's rights	12
4. Consents, permits and laws	12
4.1 Consents and permits	12
4.2 Works without consent	12
4.3 Works with consent	12
4.4 Plans and Specifications	12
4.5 Decision of the Community Association	13
4.6 Expert Determination	13
4.7 Role of the Community Association	13
4.8 Works Rules	13
4.9 Works	14
4.10 Community Association may delegate	14
4.11 Developer's Rights	14
Part 2 – Association Property Rights By-laws	14
5. Creation of Association Property Rights By-laws	14
5.1 Purpose	14
5.2 Creation of Association Property Rights By-laws	15
5.3 Developer's notice	15
6. Rights regarding Development Activities	15
6.1 Association Property Rights By-law	15
6.2 Developer's rights	15
6.3 Particular Application	16
6.4 When the rights of Developer cease	16

6.5	Terms	17
6.6	Developer's obligations	17
6.7	No hindrance to Developer	17
7.	Restricted Subsidiary Body Property	17
7.1	Purpose	17
7.2	Creation of Restricted Subsidiary Body Property	17
7.3	Consent of Community Association	18
7.4	Details of Use and Access	18
7.5	Maintenance of the Restricted Subsidiary Body Property	18
Part 3 – Mandatory matters		18
8.	Open Access Ways	18
9.	Storm Water Detention Systems	19
10.	Pedestrian Access Way	19
11.	Community Property	19
11.1	Responsibility of Community Association for Community Property	19
11.2	Responsibility of Owners and Occupiers	20
12.	Limitation of access to Community Property and Subsidiary Body Property	20
12.1	Powers of Community Association	20
12.2	Powers of Subsidiary Bodies	21
13.	Internal Fencing	21
13.1	Restrictions on construction	21
13.2	External and Internal fencing	21
13.3	Architectural Standards	22
13.4	Community Property and Subsidiary Body Property Fencing	22
14.	Retaining Walls	22
15.	Conversion of Community Development Lot to Community Property	23
16.	Severance of Community Development Lot from Community Scheme	23
17.	Garbage	24
17.1	Matters relating to removal of garbage	24
18.	Services	24
18.1	General	24
18.2	Services	25
18.3	Right in Community Association to provide Private Services	25
18.4	Position of Service Lines	25
18.5	Subsequent Services	25
18.6	Obligations on Owners	25
18.7	Allocation of costs of maintenance	26
19.	Insurance	26
19.1	Insurance	26
20.	Community Committee	27
20.1	Constitution	27
20.2	Functions of secretary	27
20.3	Functions of treasurer	27
20.4	Function of chairperson	27
20.5	Sub-committees	27
20.6	No remuneration	28
20.7	Protection of Community Committee members from liability	28
21.	Meetings	28
21.1	Management Act	28
21.2	Meetings	28
21.3	Meeting at request of Members	28

21.4	Right to attend meetings	28
21.5	Notices of meetings	28
21.6	Out of meeting determinations	29
21.7	Minutes of meetings	29
21.8	Records	29
21.9	Service	29
21.10	Notice board	30
22.	Community Facilities	30
22.1	Use of the Community Facilities	30
22.2	Community Association Rules	30
22.3	Hours	30
22.4	Rules	30
22.5	Cleaning and Repairs	31
22.6	Swimming Pool Area	31
22.7	Use by Permitted Persons	31
22.8	Community Association can evict	31
22.9	Third Party Agreements	32
23.	Agreements in connection with Community Facilities	32
23.1	Power of Community Association to contract in relation to Community Facilities	32
23.2	Powers of the Community Association to contract generally	32
24.	Outdoor Community Facilities and Community Parks	32
24.1	Use of the Community Parks	32
24.2	Community Association Rules	33
24.3	Hours	33
24.4	Rules	33
	Part 4 – Optional matters	34
25.	Contributions	34
25.1	Contributions	34
26.	Obligations on Owners and Occupiers	34
26.1	Dealings with Community Property	34
26.2	Behaviour and responsibility when on Community Property	35
26.3	Occupation and use of Lots	35
26.4	Residential Use	35
26.5	Leasing of Residential Lots	36
26.6	Occupiers	36
26.7	Permitted Persons	36
26.8	Things done at Owner's or Occupier's Cost	36
26.9	Compliance with notice	36
26.10	Communications with Community Association	36
27.	Security Keys	37
27.1	Community Association's rights	37
27.2	Owners, Occupiers and Subsidiary Body Obligations	37
28.	CCTV Security System	37
28.1	Powers of Community Association	37
28.2	Privacy Act	37
28.3	Access to CCTV Footage	37
28.4	CCTV Footage	37
29.	Vehicles and parking	38
29.1	Restrictions on Vehicles	38
29.2	Repairs	38
29.3	Visitor Car Spaces	38

30.	Keeping of pets	39
30.1	Notification	39
30.2	Prohibited	39
30.3	Obligations of Owners and Occupiers	39
30.4	Compliance	40
30.5	Adjoining property	40
30.6	Subsidiary Schemes	40
31.	Fauna Sensitive Lighting	40
31.1	Application of by-law	40
31.2	Obligation on Owners and Occupiers	40
32.	Community Association's rights	41
32.1	Manner of exercising Function	41
32.2	Remedy against Owner or Occupier	41
32.3	Trading activities	41
32.4	Not liable for damage	41
32.5	Rules	42
33.	Developer's rights	42
33.1	Remedy against Owner or Occupier	42
33.2	Not liable for damage	42
33.3	Not bound by certain by-laws	42
34.	Managing Agent	42
34.1	Powers of Community Association	42
34.2	Appointment of a Managing Agent	42
34.3	Duties of Managing Agent	43
34.4	Entry during Initial Period	43
35.	Facilities Manager	43
35.1	Powers of Community Association	43
35.2	Appointment of a Facilities Manager	43
35.3	Duties of Facilities Manager	43
35.4	Entry during Initial Period	43
36.	Service Contracts	44
36.1	Entry during Initial Period	44
36.2	Disclosure of terms	44
36.3	Definitions	44
37.	Severance	44
37.1	General	44
Part 5 – By-laws required by public authorities		44
38.	Use of SGARS	44
39.	Vegetation Protection	44
40.	Bushfire Requirements and Asset Protection Zone	45
40.1	Council requirements	45
40.2	Bushfire Attack Levels	46
Part 6 – Dictionary and Interpretation		46
41.	Dictionary	46
42.	Interpretation	52
42.1	Construction	52
42.2	Headings	52
42.3	Cumulative rights and obligations	52
42.4	Community Legislation	52
Part 7 – Services Table		52

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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 Special Resolution of the Community Association - see section 128 and section 131 of the Management Act.

1. Overview

1.1 About the Property

The Property is to be:

- (a) a residential community scheme comprising lots, dwelling houses (including attached, semi-attached and detached houses), apartments, Community Facilities, Community Parks and roads; and
- (b) subdivided under the Development Act.

1.2 Objectives

This Management Statement contains procedures to achieve the Objectives, which are to maintain a residential community as described in by-law 1.1.

1.3 How is the Property managed?

- (a) A Management Statement is a set of by-laws and plans that regulate the management and operation of a Community Scheme and any schemes subsidiary to that scheme.
- (b) This Management Statement governs the management of the Property.
- (c) The parties relevant to the management and administration of the Property are:
 - (i) the Community Association;
 - (ii) the Managing Agent engaged by the Community Association; and
 - (iii) if applicable, any Facilities Manager engaged by the Community Association.
- (d) The Community Association is responsible for the control, management, operation, insurance and Maintenance of Community Property (see Part 3 for more information on Community Property and the role of the Community Association).
- (e) The Community Association:
 - (i) must engage the services of a Managing Agent; and
 - (ii) may engage a Facilities Manager,to assist it with its functions.

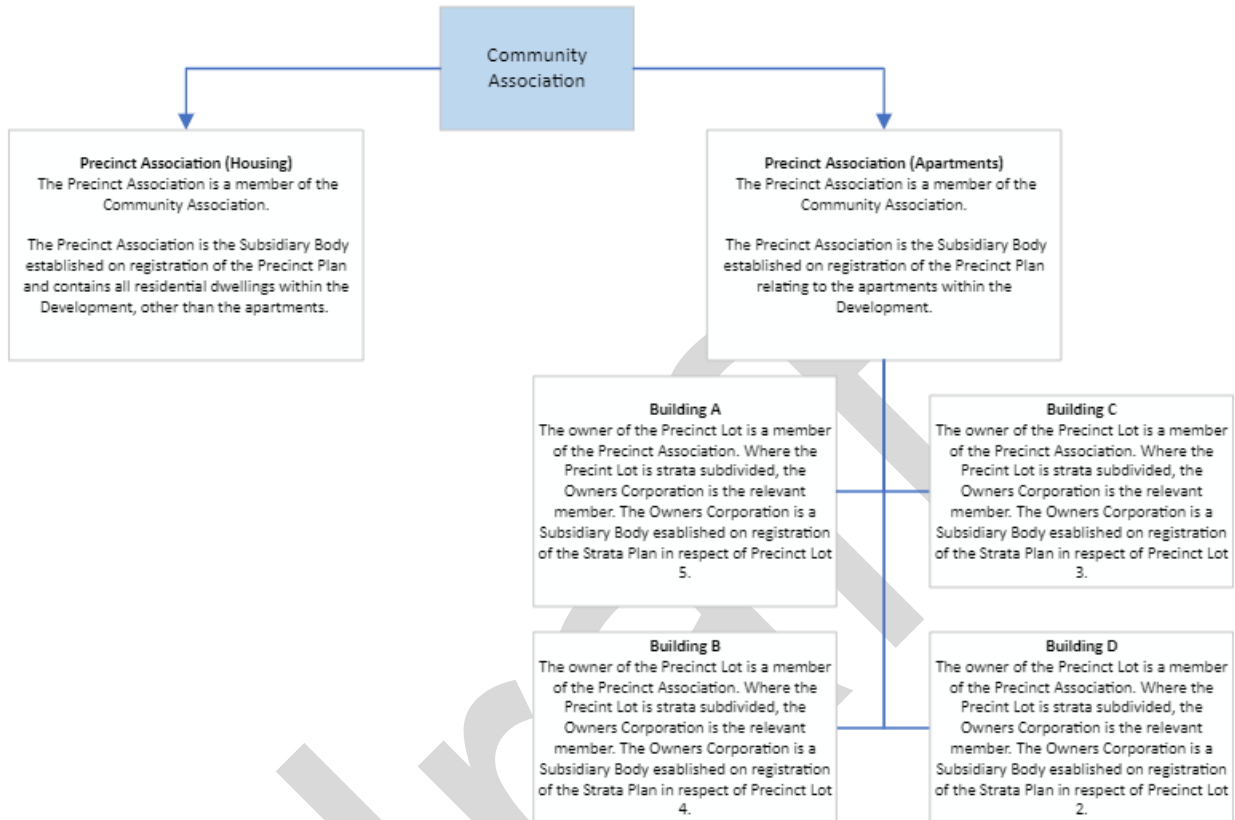
1.4 Parties bound by Management Statement

- (a) This Management Statement binds:
 - (i) the Community Association;
 - (ii) each Subsidiary Body; and
 - (iii) each person who is an Owner or an Occupier or mortgagee or covenant chargee in possession of a Lot within the Community Scheme.
- (b) This Management Statement identifies three types of entities in the Community Scheme that can have management responsibilities. These are:
 - (i) the Community Association; and
 - (ii) the Precinct Associations; and
 - (iii) the Strata Corporations.
- (c) Each Precinct Association and each Owner or Occupier of a Precinct Lot must comply with the applicable precinct management statement.

- (d) Each Strata Corporation and each Owner or Occupier of a Strata Lot must comply with the applicable Strata By-laws and Strata Management Statement.
- (e) Persons other than those referred to in this by-law 1.4, including Permitted Persons, may have an obligation to comply with this Management Statement, any Precinct Management Statement, Strata Management Statement and any Strata By-laws.

1.5 Management Structure

The management structure of the Community Scheme can be as follows:



1.6 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 Community Committee at a duly convened meeting of the Community Committee.

1.7 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 (acting reasonably); and
- (b) subject to by-law 1.7(a), may be granted or withheld by the Community Association or be given conditionally (acting reasonably).

1.8 Consent by Community Committee may be revoked or withheld

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

- (a) if practicable, may be revoked by the Community Association in General Meeting (acting reasonably); and
- (b) subject to by-law 1.8(a), may be granted or withheld by the Community Committee or be given conditionally (acting reasonably).

1.9 Consent conditions

Owners and Occupiers must comply with any condition in a Development Consent.

1.10 Reporting act or activity to Community Association

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

- (a) if the Community Association has appointed a Facilities Manager, that act or activity must be reported to the Facilities Manager; and
- (b) if the Community Association has not appointed a Facilities 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 Community Committee.

2. Architectural and Landscape Design Guidelines

2.1 Guidelines

- (a) The Architectural and Landscape Design Guidelines for the Community Parcel are attached to this Management Statement.
- (b) The parties bound by this Management Statement are bound by the Architectural and Landscape Design Guidelines.

2.2 Application to amend

- (a) An Owner or Subsidiary Body may request the Community Association to amend the Architectural and Landscape Design Guidelines for their Lot or Subsidiary Scheme in writing in accordance with clause 26.10.
- (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.
- (c) Architectural and Landscape Design Guidelines must be drafted with due consideration to all then current applicable Authority approvals, planning instruments and policies and in particular the compatibility with those approvals, planning instruments and policies.

2.3 Approval of Community Association

- (a) The Community Association must refer an application to amend the Architectural and Landscape 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 Special Resolution, the Community Association may amend the Architectural and Landscape Design Guidelines.

2.4 Copy of standards to be provided

- (a) If the Community Association amends the Architectural and Landscape Design Guidelines, then the Community Association must, within a reasonable time:
 - (i) arrange for an amendment to the Management Statement to be registered; and
 - (ii) deliver a copy of the amendments to each Owner of a Community Development Lot and to each Subsidiary Body.
- (b) If requested by an Owner, the Community Association must provide, at the reasonable cost of that Owner, a current copy of the Architectural and Landscape Design Guidelines.

2.5 Signage

- (a) No Sign is permitted other than in accordance with the Architectural and Landscape Design Guidelines including as to the location, style and type of any Sign and any Rules made by the Community Association in respect of "for sale" and "for lease" Signage pursuant to clause 2.6.

- (b) The following Signs are not permitted:
 - (i) attachments, painting, surfacing or structures on the front of any Improvements or other Common Property or Community Property;
 - (ii) A-frame signs or sandwich boards, stands, trolleys, carousels or point of sale advertising of any description, other than as may be permitted under by-law 2.6; or
 - (iii) external Signs which are third party advertising material or otherwise not directly related to the use of a Lot in the Community Scheme.
- (c) Owners and Occupiers must, at the cost of the Owner or Occupier, Maintain and keep in good working order any Sign installed by that Owner or Occupier failing which the Community Association may do anything that the Owner or Occupier of a Lot failed to do under this by-law in accordance with by-law 32.2 of this Management Statement.
- (d) Nothing contained in this by-law shall entitle an Owner or Occupier to erect any Sign without first obtaining any necessary consent from all relevant Authorities.
- (e) If any Sign is connected to power, such power must be separately metered and paid for by the Owner or Occupier of the Lot that erected that Sign.
- (f) Signs must not have any light emission that may cause disruption to another Owner and Occupier of any Lot.

2.6 For sale and for lease Signage

Subject to by-law 2.10, the Community Association may make Rules regulating the shape, size, position, location, lighting and the written material on a "for sale" and "for lease" Signage.

2.7 Community Association's signage

Despite any Rule, this Management Statement and the Architectural and Landscape Design Guidelines:

- (a) the Community Association is permitted to erect signage within the Community Property and the Subsidiary Body Property (as required) including:
 - (i) directional and wayfinding signage;
 - (ii) cautionary and safety signage;
 - (iii) for the purposes of identifying services infrastructure; and
 - (iv) regulating the parking of vehicles in accordance with by-law 8(f);
- (b) the Community Association and any party with whom the Community Association has entered into a contract with pursuant to by-law 23 is permitted to erect signage within the Community Property, Subsidiary Body Property, the Community Facilities and the Outdoor Community Facilities regarding the occupation, use, management and caretaking of, and the promotion of any business or trade activity carried on at, the Community Facilities or any part of the Community Parcel.

2.8 Developer's Signs

Despite any Rule, this Management Statement and the Architectural and Landscape Design Guidelines, the Developer is permitted to place safety and security, marketing and advertising signs, placards, banners and notices in any part of the Community Parcel while the Developer is carrying out Development Activities, including the Selling and Leasing Activities.

2.9 Consent of the Developer

Notwithstanding any other provision of these by-laws, whilst the Developer is the Owner of a Lot, the Architectural and Landscape Design Guidelines cannot be amended without the written consent of the Developer.

2.10 Developer's rights

- (a) At any time until the Developer ceases to be the registered proprietor of a Lot in the Community Scheme, the Developer can:
 - (i) prescribe the Architectural and Landscape Design Guidelines for the Community Scheme and any Subsidiary Scheme; and

- (ii) vary the Architectural and Landscape Design Guidelines it has already prescribed for the Community Scheme or any Subsidiary Scheme.
- (b) If the Developer prescribes Architectural and Landscape Design Guidelines for the Community Scheme or a Subsidiary Scheme or varies the Architectural and Landscape Design Guidelines it has already prescribed for the Community Scheme or a Subsidiary Scheme:
 - (i) the Developer must promptly give a copy of the Architectural and Landscape Design Guidelines prescribed or varied, as the case may be, to the Community Association and the relevant Subsidiary Scheme; and
 - (ii) after receipt of the prescribed or varied Architectural and Landscape Design Guidelines, as the case may be, the relevant Subsidiary Scheme must give a copy of those Architectural and Landscape Design Guidelines to each Owner of a lot in its Subsidiary Scheme.
- (c) Nothing in this by-law 2:
 - (i) affects the rights of the Developer to carry out Development Activities; or
 - (ii) imposes an obligation on the Developer to obtain consent under this by-law for the purpose of carrying out Development Activities.

3. Maintenance

3.1 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 this Management Statement (if applicable); and
 - (D) in compliance with the Architectural and Landscape Design Guidelines.
- (b) A Subsidiary Body must, subject to any Restricted Subsidiary Body Property By-Law and to the extent that the Community Association is not responsible for the control, management and Maintenance of the Subsidiary Body's Subsidiary Body Property, control, manage and Maintain that Subsidiary Body Property.
- (c) A Subsidiary Body must, subject to any Restricted Subsidiary Body Property By-law and to the extent the Community Association is not responsible for the Maintenance of the Subsidiary Body's Subsidiary Body Property, carry out the Maintenance of that Subsidiary Body Property:
 - (i) in a proper and workmanlike manner;
 - (ii) promptly, as the need arises;
 - (iii) in compliance with this Management Statement (if applicable);
 - (iv) in compliance with the Architectural and Landscape Design Guidelines and.
 - (v) to the reasonable satisfaction of the Community Association.

3.2 Compliance

- (a) The Community Association may give a notice to an Owner, Occupier or Subsidiary Body requiring that Owner, Occupier or Subsidiary Body to comply with the terms of this by-law 3.
- (b) If an Owner, Occupier or Subsidiary Body does not comply with this by-law, then the Community Association may exercise its rights under by-laws 32.2 and 32.3.

3.3 Developer's rights

Nothing in this by-law 3:

- (a) affects the rights of the Developer to carry out the Development Activities; or
- (b) imposes an obligation on the Developer to comply with the Maintenance obligations under this by-law.

4. Consents, permits and laws

4.1 Consents and permits

An Owner or Occupier must not:

- (a) carry out or permit to be carried out any Works on its Lot;
- (b) carry out or permit to be carried out any activity on its Lot; or
- (c) 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.

4.2 Works without consent

Works may be carried out without the consent of the Community Association if they comply with this Management Statement and the Architectural and Landscape Design Guidelines.

4.3 Works with consent

Works must not be carried out, or permitted to be carried out or permitted to remain on any Lot or Community Property, which do not comply with this Management Statement and the Architectural and Landscape Design Guidelines unless the written consent of the Community Association (acting reasonably) is first obtained.

4.4 Plans and Specifications

- (a) Any party seeking approval of the Community Association for the carrying out of any Works which do not comply with this Management Statement and the Architectural and Landscape Design Guidelines must first obtain consent of the Subsidiary Body in accordance with the relevant rules of the Subsidiary Scheme and then submit plans and specifications for the approval of the Community Association.
- (b) The Community Association may, at the cost of the Owner seeking approval for the Works (provided those costs are reasonable), retain the services of any independent consultant with special skills and expertise in:
 - (i) architecture;
 - (ii) landscaping; and
 - (iii) any other relevant discipline,to advise and assist the Community Association in performing its powers under this by-law.
- (c) To assist the Community Association with its decision on any plan or specification, the Community Association may request a party to submit:
 - (i) additional plans and specifications;
 - (ii) additional information, reports or documents including reports or certificates from a suitably qualified person which confirms the proposed Works comply with Authority requirements and are consistent with the bushfire attack levels of the relevant Lot;
 - (iii) details of changes to be made to the plans and specifications if an Authority required those changes; and
 - (iv) any other relevant information, facts or material.

- (d) The Community Association makes no warranty as to the fitness of Works for their intended purpose by approving plans and specifications submitted to it by a party seeking approval.

4.5 Decision of the Community Association

- (a) In making its decision on whether to consent to an application to carry out Works, the Community Association may ensure that the proposed Works:
 - (i) are consistent with the Objectives; and
 - (ii) comply with this Management Statement and any guidelines created by the Community Association from time to time.
- (b) If the Community Association does not make a decision within 4 weeks after receiving all information required to make a decision, then it has approved the Works.
- (c) If the Community Association approves Works, then that approval does not prevent the Community Association from disapproving or approving with conditions future Works of the same or similar nature.
- (d) The Community Association may, as part of providing its consent to an application to carry out Works, require an applicant to deposit a bond of a kind and upon conditions acceptable to the Community Association (acting reasonably) to be held on account of any damage that may be caused to Community Property or Subsidiary Body Property as a result of any Works. Subject to by-law 4.5(e), any bond lodged under this by-law must be returned to the applicant within 90 days after:
 - (i) notification by the applicant of completion of the Works; and
 - (ii) request for return of the bond.
- (e) If the Community Association calls on the bond, the Community Association must return the proceeds of the bond to the applicant after the Community Association deducts a reasonable amount for any damage that may be caused to Community Property or Subsidiary Body Property as a result of any Works.
- (f) Nothing in this clause 4.5 prevents a Subsidiary Body from requiring the applicant to deposit a bond for the carrying out of Works in accordance with the terms of the Precinct Management Statement, Strata Management Statement or Strata By-laws (as applicable).
- (g) The Community Association is not bound by its past decisions under this clause 4.5.

4.6 Expert Determination

- (a) A party must endeavour in good faith to resolve a dispute under this Management Statement before any action is taken under by-law 4.6(b).
- (b) If a party disputes that the Community Association has properly applied this Management Statement and any guidelines created by the Community Association from time to time in making a determination under this by-law, then the matter must be referred to an expert for determination as appointed by the President of the Australian Institute of Architects,
- (c) A decision of the expert appointed under by-law 4.6(b) is a decision of the Community Association, and binds all Parties.

4.7 Role of the Community Association

- (a) The role and functions of the Community Association in this by-law 4 are procedural only.
- (b) The Community Association does not take any responsibility for the adequacy or appropriateness of any Works or any approvals which issue for them.

4.8 Works Rules

- (a) The Community Association may formulate Works Rules governing the conduct of activities on Lots during the approval and construction phases of Works.
- (b) Owners must comply with those Works Rules which have been communicated to them and which relate to their Lot.

4.9 Works

- (a) Prior to carrying out any Works, an Owner must:
 - (i) give at least 14 days notice of the intended date of commencement of the Works and estimated duration of the Works; and
 - (ii) arrange with the Community Association a suitable time to carry out the Works.
- (b) When carrying out any Works, an Owner must:
 - (i) ensure there is no interruption of any Service or damage to Service Lines, pipes or Services within the Community Parcel;
 - (ii) ensure the Works are carried out in a proper, timely and workmanlike manner;
 - (iii) ensure the Works are carried out in compliance with the Architectural and Landscape Design Guidelines and to the reasonable satisfaction of the Community Association and any relevant Authority whose consent was required to the Works;
 - (iv) ensure the Works are carried out in accordance with the requirements of all appropriate Authorities and in accordance with the terms of all consents, approvals and certificates;
 - (v) repair any damage caused to Community Property as a result of the Works to the reasonable satisfaction of the Community Association; and
 - (vi) ensure reasonable efforts are made to minimise acoustic and vibration impacts for surrounding owners.

4.10 Community Association may delegate

The functions of the Community Association under this by-law 4 may be carried out by the Community Committee.

4.11 Developer's Rights

Nothing in this by-law 4:

- (a) affects the rights of the Developer under by-laws 5 and 6 to carry out Development Activities; or
- (b) imposes an obligation on the Developer to obtain consent from a Party or the Community Association under this by-law 4 to carry out Development Activities.

Part 2– Association Property Rights By-laws

These by-laws may only be amended:

- (a) during the Initial Period, by order of the Supreme Court of New South Wales or the Tribunal; or
- (b) after the expiry of the Initial Period, by:
 - (i) Special Resolution; and
 - (ii) with the written consent of each person or Subsidiary Body entitled by the by-law to use the Restricted Community Property.

(See sections 25 and Division 3, Part 7 of the Management Act).

5. Creation of Association Property Rights By-laws

5.1 Purpose

The purpose of this by-law 5 is to provide for the coming into existence of Association Property Rights By-laws after the registration of the Community Plan.

5.2 Creation of Association Property Rights By-laws

In addition to its powers under the Management Act, but subject to Part 7 of the Management Act and anything elsewhere in this Management Statement, the Community Association has the power under this by-law 5 to make Association Property Rights By-laws and must, if the Developer gives it a notice under by-law 5.3, make an Association Property Rights By-law in accordance with that notice.

5.3 Developer's notice

- (a) If the Developer wants the Community Association to make an Association Property Rights By-law it must give a notice in that regard to the Community Association.
- (b) If the Developer gives a notice under by-law 5.3(a) it must include with that notice the following:
 - (i) details of all matters required to be included in any Association Property Rights By-law in order for the by-law to comply with section 135 of the Management Act;
 - (ii) details of all other matters that the Developer determines in its absolute discretion should be included in the Association Property Rights By-law;
 - (iii) a plan showing the part of the Community Property in respect of which the Association Property Rights By-law is to apply; and
 - (iv) the consent of the person or Subsidiary Body intended to have the benefit of the relevant Association Property Rights By-law.
- (c) The Community Association must, following receipt of a notice under by-law 5.3(a), act promptly to procure creation and registration of that Association Property Rights By-law (at the Developer's cost).

6. Rights regarding Development Activities

6.1 Association Property Rights By-law

This by-law 6 is an Association Property Rights By-law.

6.2 Developer's rights

To enable and assist the carrying out of the Development Activities, the use of the whole of the Community Property, including Service Lines (**Special Restricted Community Property**), is restricted to the Developer on the terms set out in this by-law 6 and, in particular, the Developer has the right at any time:

- (a) to:
 - (i) develop and subdivide the Property in stages;
 - (ii) unrestricted access by all means to and over the Special Restricted Community Property;
 - (iii) carry out Development Activities;
 - (iv) park vehicles and leave equipment and building materials in the Special Restricted Community Property;
 - (v) place in or attach to Special Restricted Community Property temporary structures, including temporary offices and sheds;
 - (vi) install, alter, repair, temporarily disrupt, commission and connect to Service Lines forming part of Special Restricted Community Property;
 - (vii) install and swing crane jibs through the airspace of the Special Restricted Community Property;
 - (viii) place in or attach to Special Restricted Community Property marketing and advertising signs, placards, banners and notices;
 - (ix) conduct Selling and Leasing Activities including the holding of public auctions, in Special Restricted Community Property;

- (x) build and use a display facility in Special Restricted Community Property in connection with Selling and Leasing Activities;
- (xi) hold tours, events and functions in Special Restricted Community Property;
- (xii) lock or otherwise secure part of Special Restricted Community Property provided that the Secretary of the Community Association is given a key or other method of access for the locked or secured area on demand; and
- (b) to grant to any person a right of access to and/or a right to occupy and use the whole or any part or parts of the Special Restricted Community Property, either exclusively or non-exclusively, and to authorise such person to exercise some or all of the Developer's rights under this by-law 6.

6.3 Particular Application

Without limiting the generality of by-law 6.2 or those parts of the Community Property which comprise Special Restricted Community Property:

- (a) the use of the Community Facilities is restricted to the Developer, and the Developer has exclusive use of the Community Facilities, under this by-law, to allow construction of and the repair of defects and any maintenance of the Community Facilities and to carry out the Development Activities associated with construction;
- (b) the use of the Open Access Ways is restricted to the Developer, and the Developer has exclusive use of the Open Access Ways, under this by-law for the purposes of construction of the Open Access Ways and to carry out Development Activities associated with construction;
- (c) the use of the Storm Water Detention System is restricted to the Developer, and the Developer has exclusive use of the Storm Water Detention System, under this by-law for the purposes of construction of the Storm Water Detention System and to carry out Development Activities associated with construction;
- (d) the use of the Pedestrian Access Way is restricted to the Developer, and the Developer has exclusive use of the Pedestrian Access Way for the purposes of construction of the Pedestrian Access Way and to carry out Development Activities associated with construction; and
- (e) the use of the Community Parks are restricted to the Developer, and the Developer has exclusive use of the Community Parks for the purposes of construction of the Community Parks and to carry out Development Activities associated with construction; and
- (f) the restricted development areas the subject of the Vegetation Management Plan (**Vegetation Areas**) for the relevant period that the Developer has maintenance obligations in accordance with the Vegetation Management Plan, the Developer has the special privilege to access and remain on the Vegetation Areas for the Developer to comply with the requirements of the Vegetation Management Plan.

6.4 When the rights of Developer cease

- (a) Restricted use of any part of Special Restricted Community Property ceases when the Developer notifies the Community Association that the part is no longer required in connection with the Development Activities or defect rectification or maintenance obligations under the Vegetation Management Plan.
- (b) Restricted use of the whole of Special Restricted Community Property ceases on the later of:
 - (i) when the Developer notifies the Community Association that the whole or a part of Special Restricted Community Property (as notified by the Developer) is not required in connection with the Development Activities or defect rectification;
 - (ii) when the Developer is no longer the registered proprietor of at least one Lot in the Community Scheme or a Subsidiary Scheme; and
 - (iii) when the Developer notifies the Community Association that the Developer has completed its obligations under the Vegetation Management Plan.
- (c) When the rights of the Developer cease in respect of a part of Special Restricted Community Property, the obligations on the Developer in connection with that part cease

and the obligation to control, manage, insure and Maintain the Special Restricted Community Property return to the Community Association. The Community Association must levy all members for the costs incurred by the Community Association under this by-law 6.4(c) in proportion to their respective unit entitlements as stated on the Community Plan.

6.5 Terms

- (a) Until the rights of the Developer cease for each part of Special Restricted Community Property as provided by this by-law 6:
 - (i) no other person can have restricted use of that part without the prior written consent of the Developer (to be given or withheld in the Developer's absolute discretion);
 - (ii) the Developer is responsible for the control, management and Maintenance of that part;
 - (iii) the Developer 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 6.

6.6 Developer's obligations

- (a) The Developer must:
 - (i) repair any damage caused to the Community Parcel as a result of the Development Activities as soon as practicable after that damage occurs;
 - (ii) seek to keep interference with the use by Owners or Occupiers of the Community Parcel to a minimum so far as is consistent with the Development Activities; and
 - (iii) on completion of each part of the Development Activities, leave the relevant Community Parcel areas in a clean and tidy condition.
- (b) Owners acknowledge that as a result of the Developer's rights to carry out the Development Activities set out in this by-law 6, they may be subjected to noise, traffic and dust resulting from the Development Activities.

6.7 No hindrance to Developer

Nothing in this Management Statement binds the Developer so that the Developer is hindered in or prevented from exercising rights under this by-law 6.

7. Restricted Subsidiary Body Property

7.1 Purpose

The purpose of this by-law 7 is:

- (a) to provide for the coming into existence of Restricted Subsidiary Body Property; and
- (b) to ensure that the person entitled to have the benefit of the relevant rights becomes so entitled when the Restricted Subsidiary Body Property comes into existence.

7.2 Creation of Restricted Subsidiary Body Property

If a Community Development Lot of which the Developer is the registered proprietor is to be subdivided by a Subsidiary Plan, the Developer will procure that a by-law is included in the applicable Subsidiary Body Instrument by which the Subsidiary Body grants restricted use rights:

- (a) to whichever of the Community Association, the Subsidiary Bodies and the Developer;
- (b) to whichever of the Owners of any Lots;
- (c) in such terms; and

- (d) in respect of such part of the Subsidiary Property;

as the Developer determines in its absolute discretion. Despite the foregoing, the Developer need not procure the grant of Subsidiary Body Property Rights where the Subsidiary Body is a Strata Scheme.

7.3 Consent of Community Association

In addition to the powers under the Management Act and the Development Act and elsewhere in this Management Statement, the Community Association has the power under this by-law 7 to consent to and accept any grant to the Community Association of restricted use rights in respect of Restricted Subsidiary Property and must consent to and accept any such grant unless the Community Association, having obtained the prior consent of the Developer if it is then the registered proprietor of any Lot, resolves not to do so by special resolution.

7.4 Details of Use and Access

The restricted use granted to the Community Association and each Subsidiary Body is for the purpose of use by the Owners and Occupiers of the Community Scheme and each Subsidiary Scheme on the terms contained in the Subsidiary Body Instrument.

7.5 Maintenance of the Restricted Subsidiary Body Property

- (a) The Community Association is responsible for the Maintenance of the Restricted Subsidiary Body Property.
- (b) The Community Association must levy members for the costs incurred by the Community Association under by-law 7.5(a) in the manner specified in the Restricted Subsidiary Property By-law.

Part 3 – Mandatory matters

8. Open Access Ways

- (a) The terms of this by-law 8 start when Association Property Rights By-law 6 ends in respect of all or each relevant part of the Open Access Ways.
- (b) Access to the Community Parcel is to be by way of the Open Access Ways shown on the Plan of Access Ways.
- (c) The Community Association is responsible for the control, management, operation, insurance and Maintenance of the Open Access Ways and in that respect the provisions of By-law 11 apply.
- (d) Vehicles with a gross weight in excess of 4.5 tonnes shall not use the Open Access Ways except Vehicles:
 - (i) associated with the Development Activities;
 - (ii) delivering goods or materials to or from Lots;
 - (iii) collecting garbage or recyclable materials operated by or under contract to the Council or as otherwise authorised by the Community Association;
 - (iv) used by the Services Providers and their officers, servants, work persons and agents; or
 - (v) authorised by the public authorities set out in Part 5.
- (e) Subject to by-law 8(d), no Vehicles with a gross weight in excess of 4.5 tonnes can stand on the Open Access Ways or upon the driveways of any Lot or on any part of the Community Parcel without the prior consent of the Community Association.
- (f) In addition to its powers under the Community Legislation and elsewhere in this Management Statement, the Community Association has the power under this by-law to create rules and install or procure the installation of signs to control traffic, including its

speed, and regulate the parking of Vehicles in Community Property and Subsidiary Body Property.

- (g) Where not otherwise prescribed by law, the maximum speed limit for the Open Access Ways shall be 40 kilometres per hour.

9. Storm Water Detention Systems

- (a) The terms of this by-law 9 start when Association Property Rights By-law 6 ends in relation to the relevant Storm Water Detention System.
- (b) The Storm Water Detention Systems are available for use by the Community Association and each Subsidiary Body.
- (c) The Community Association is responsible for the control, management, operation, insurance and Maintenance of the Storm Water Detention Systems and in that respect the provisions of By-law 11 apply.

10. Pedestrian Access Way

- (a) The terms of this by-law 10 start when the Association Property Rights By-law 6 ends in relation to the Pedestrian Access Way.
- (b) The Pedestrian Access Way is available for use by the Community Association and each Subsidiary Body.
- (c) The Pedestrian Access Way is for use for pedestrian access and may be used by persons on bicycles, scooters and skateboards including by Australia Post for the delivery of mail and packages. Vehicles (other than maintenance vehicles for maintenance purposes) are not permitted to use the Pedestrian Access Way.
- (d) Where not otherwise prescribed by law, the maximum speed limit for the Pedestrian Access Ways shall be 5 kilometres per hour.
- (e) The Community Association is responsible for the control, management, operation, insurance and Maintenance of the Pedestrian Access Way and in that respect the provisions of By-law 11 apply.

11. Community Property

11.1 Responsibility of Community Association for Community Property

- (a) The Community Property comprises:
 - (i) Open Access Ways;
 - (ii) the Storm Water Detention System;
 - (iii) the Community Facilities;
 - (iv) the Pedestrian Access Way;
 - (v) Community Parks;
 - (vi) other parts of the Community Parcel which are not the subject of a Subsidiary Scheme or is not a Community Development Lot.
- (b) The Community Association must, subject to any Association Property Rights By-laws (when necessary to do so) control, manage, operate, insure and Maintain the Community Property.
- (c) The Community Association must, subject to any Association Property Rights By-laws, carry out Maintenance of the Community Property:
 - (i) in a proper and workmanlike manner;
 - (ii) promptly, as the need arises;
 - (iii) in compliance with the Community Legislation; and

- (iv) in compliance with the Architectural and Landscape Design Guidelines.
- (d) The Community Association must, in respect of those parts of Community Property the subject of a registered easement, covenant or restriction on use, comply with the terms of the relevant registered easement, covenant or restriction on use. The Community Association must levy all members for the cost incurred by the Community Association under this by-law 11.1(d) in proportion to their respective unit entitlements as stated on the Community Plan.

11.2 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.
- (c) An Owner or Occupier of a Lot must:
 - (i) comply with all reasonable directions of the Community Association in relation to the Community Property; and
 - (ii) not do or omit to do any act that results or can result in damage to or the destruction of any part of the Community Property.
- (d) An Owner or Occupier of a Lot must:
 - (i) comply with all reasonable directions of a Subsidiary Body in relation to is Subsidiary Body Property; and
 - (ii) not do or omit to do any act that results or can result in damage to or the destruction of any part of Subsidiary Body Property.
- (e) An Owner or Occupier of a Lot must compensate the Community Association for any damage caused to the Community Property while that Owner or Occupier (or a Permitted Person on the Community Property with the consent of that Owner) uses the Community Property.

12. Limitation of access to Community Property and Subsidiary Body Property

12.1 Powers of Community Association

- (a) In addition to its powers under the Community Legislation and elsewhere in this Management Statement, the Community Association has power under this by-law 12.1(a) but subject to by-law 12.1(b) to:

- (i) subject to any easement or other rights in existence, close off or restrict by fencing or the need to use a Security Key or otherwise, access to Community Property or any part of it;
 - (ii) allow security personnel to use part of the Community Property to the exclusion of others in connection with the provision of Security Services to the Community Parcel and the operation and maintenance of security equipment; and
 - (iii) close off or restrict access to Community Property if doing so assists the effective management of the Community Property.
- (b) Despite by-law 12.1(a);
- (i) the Community Association can only close off or restrict access to Restricted Community Property or Special Restricted Community Property if it has the prior consent of the person with the benefit of the relevant Association Property Rights By-law or it is permitted to do so under the terms of the by-law creating the Restricted Community Property or Special Restricted Community Property; and
 - (ii) if the closure relates to an Open Access Way, then only in accordance with the provisions of the Community Legislation.

12.2 Powers of Subsidiary Bodies

- (a) In addition to its powers under the Community Legislation and Strata Schemes Legislation (if applicable) and elsewhere in this Management Statement, a Subsidiary Body has power under this by-law 12.2(a) but subject to by-law 12.2(b) to:
- (i) subject to any easement or other rights in existence, close off or restrict by fencing or the need to use a Security Key or otherwise, access to Subsidiary Body Property or any part of it;
 - (ii) allow security personnel to use part of the Subsidiary Body Property to the exclusion of others in connection with the provision of Security Services to the Precinct Parcel or Strata Parcel and the operation and maintenance of security equipment; and
 - (iii) close off or restrict access to Subsidiary Body Property if doing so assists the effective management of the Precinct Property or Strata Parcel.
- (b) Despite by-law 12.2(a), the Subsidiary Body can only close off or restrict access to Restricted Subsidiary Body Property or Special Restricted Subsidiary Body Property if it has the prior consent of the person with the benefit of the relevant Restricted Subsidiary Body Property or Special Restricted Subsidiary Body Property under the Subsidiary Body Instrument or it is permitted to do so under the terms of the by-law creating the Restricted Subsidiary Body Property or Special Restricted Subsidiary Body Property.

13. Internal Fencing

13.1 Restrictions on construction

If an Owner, Occupier or Subsidiary Body proposes to construct or replace a fence on a Lot or Subsidiary Body Property, in addition to the approval of the Community Association, an Owner or Occupier or Subsidiary Body must obtain the consent of:

- (a) the relevant Subsidiary Body (where an Owner or Occupier proposes to construct or replace a fence on Subsidiary Body Property); and
- (b) if required, the Council or other Authority,

and comply with the Architectural and Landscape Design Guidelines.

13.2 External and Internal fencing

- (a) Subject to by-law 13.4, the *Dividing Fences Act 1991* (NSW) applies to any external and internal boundary fences erected within the Community Scheme. The external and internal boundary fences are separate to the retaining walls erected within the Community Scheme and which are dealt with in by-law 14.

- (b) An Owner may not request that the Developer contribute towards costs of the erection of an internal boundary fence if the Developer is the owner of the relevant adjoining Lot.

13.3 Architectural Standards

A fence within the Community Parcel must comply with the Architectural and Landscape Design Guidelines.

13.4 Community Property and Subsidiary Body Property Fencing

- (a) The Community Association is responsible for the maintenance and replacement of fencing of Community Property.
- (b) The Community Association is responsible for the maintenance and replacement of common fences between Community Property and Subsidiary Body Property.
- (c) This by-law 13.4 does not apply if an Owner or Occupier using Community Property or Subsidiary Body Property damages the fencing. The Community Association may recover costs incurred by the Community Association to repair the damage from the relevant Owner or Occupier.

14. Retaining Walls

- (a) All retaining walls constructed within the Property must be Maintained in accordance with this Management Statement and the Architectural and Landscape Design Guidelines.
- (b) Subject always to this by-law 14 and the Retaining Wall Easements, the Owner or Occupier of a Lot on which a retaining wall is located (or a Subsidiary Body if a retaining wall is located on Subsidiary Body Property) is responsible for the Maintenance of the retaining wall.
- (c) Some of the retaining walls constructed on the Property by the Developer are the subject of the Retaining Wall Easements. This by-law 14 is to be read in conjunction with the relevant Retaining Wall Easements.
- (d) Each Burdened Owner must:
 - (i) allow the Benefited Lot to be supported by the Lot of the Burdened Owner; and
 - (ii) not do anything which will detract from the support provided to the Benefited Lot.
- (e) A Burdened Owner must permit the Benefited Owner (and its authorised users and contractors) to do anything reasonably necessary to permit the Benefited Owner (and its authorised users and contractors) to Maintain a Retaining Wall, including permitting the Benefited Owner (and its authorised users and contractors) to enter the Burdened Lot at reasonable times and on reasonable notice and remain there for reasonable periods of time for that purpose, including:
 - (i) carrying out work on the Burdened Lot to ensure that support is maintained to the Benefited Lot, including additional supporting works reasonably necessary; and
 - (ii) entering the Burdened Lot with or without tools and equipment and remaining there for any reasonable period of time for that purpose.
- (f) In exercising its rights under by-law 14(e), the Benefited Owner must:
 - (i) ensure all work is done properly and in accordance with any relevant approvals or structural requirements;
 - (ii) cause as little inconvenience as is practicable to the Owner or Occupier of the Burdened Lot;
 - (iii) cause as little damage as is practicable; and
 - (iv) make good any collateral damage.
- (g) If a Benefited Owner does not Maintain the retaining wall providing support to the Lot of the Benefited Owner, the Community Association or Council may, at the cost of the Benefited Owner, do anything reasonably necessary for the purpose of exercising its rights under this by-law, including:

- (i) carrying out work on the Lot of the Burdened Owner to ensure that support is maintained to the Lot or the Benefited Owner, including additional supporting works reasonably necessary; and
 - (ii) entering the Lot of the Burdened Owner with or without tools and equipment and remaining there for any reasonable period of time for that purpose.
- (h) In exercising its rights under by-law 14(g), the Community Association or Council must:
 - (i) ensure all work is done properly;
 - (ii) cause as little inconvenience as is practicable to the Owner or Occupier of the Burdened Lot;
 - (iii) cause as little damage as practicable; and
 - (iv) make good any collateral damage.
- (i) Without limiting this by-law, if an Owner, Occupier or Subsidiary Body wishes to carry out work that may impact on a retaining wall, that person must obtain the written consent of the Community Association before that person commences the work.
- (j) An application for consent by an Owner, Occupier or Subsidiary Body under by-law 14(g) must include a report from an appropriately qualified structural and geotechnical engineer certifying that the proposed Work will not have an adverse impact on any Retaining Wall.
- (k) In the event that the Community Association is responsible for the Maintenance of any retaining wall within the Property (whether as required under a Retaining Wall Easement or otherwise) the Community Association must levy all members of the Community Scheme for the costs incurred by the Community Association, in proportion to each member's respective unit entitlements as stated on the Community Plan.
- (l) In the event that a Subsidiary Body is responsible for the Maintenance of any retaining wall within the Property (whether as required under a Retaining Wall Easement or otherwise) the Subsidiary Body must levy all members of the Subsidiary Scheme for the costs incurred by the Subsidiary Body, in proportion to each member's respective unit entitlements as stated in the Subsidiary Plan.
- (m) In the event that an Owner (which is not the Community Association or Subsidiary Body) is responsible for the Maintenance of any retaining wall within the Property (whether as required under a Retaining Wall Easement or otherwise) the relevant Owner is responsible for the costs of meeting their obligations. If 2 or more Owners incur a cost for jointly discharging their obligations under this by-law, they must share the costs between them in equal shares.

15. Conversion of Community Development Lot to Community Property

- (a) Without limiting the Developer's rights under the Development Contract, if the Developer determines that a Community Development Lot should be converted to Community Property, it must give a notice in that regard to the Community Association.
- (b) If the Developer gives a notice under by-law 15(a) and includes with that notice:
 - (i) the conversion instrument and the items referred to in section 24(b) and 24(c) of the Development Act signed by the Owner of the Community Development Lot to be converted; and
 - (ii) the item referred to in section 24(d) of the Development Act,
 then, in addition to its powers under the Development Act and elsewhere in this Management Statement, the Community Association has the power under this by-law 15 to consent to the conversion and must so consent and do all acts, matters and things necessary in connection with that consent and to ensure the conversion is effected.

16. Severance of Community Development Lot from Community Scheme

- (a) Without limiting the Developer's rights under the Development Contract, if the Developer determines that a Community Development Lot should be severed from the Community Scheme, it must give a notice in that regard to the Community Association.

- (b) If the Developer gives a notice under by-law 16(a) and includes with that notice:
 - (i) the severance instrument and the items referred to in section 19(1) and 19(2)(b)(i) of the Development Act signed by the Owner of the Community Development Lot to be severed; and
 - (ii) the item referred to in section 19(2)(c) of the Development Act,then, in addition to its powers under the Development Act and elsewhere in this Management Statement, the Community Association has the power under this by-law 16 to consent to the conversion and must so consent and do all acts, matters and things necessary in connection with that consent and to ensure the conversion is effected.

17. Garbage

17.1 Matters relating to removal of garbage

- (a) Owners and Occupiers 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;
 - (iii) Subsidiary Bodies; and
 - (iv) this Management Statement.
- (b) Each Owner and Occupier and Subsidiary Scheme is responsible for arranging its own garbage bins and must place those garbage bins on that part of the Community Parcel or a public road as directed by the Community Association or the Council for collection by the Council or the contractor appointed by the Community Association.
- (c) When not put out for collection, bins must not be placed or allowed to remain on any part of Community Property, or a Lot which may be visible from any other Lot (being fair and reasonable) or any Community Property or Subsidiary Body Property.

18. Services

18.1 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 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 Division 2 Part 5 of the Development Act with the location of the Service Line being shown on a Service Works Plan); or
 - (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 or any subsequent Section 88B Instrument registered in relation to the Community Parcel; and
 - (ii) reference to Division 2 Part 5 is a reference to the right being created by, and subject to, the provisions of Division 2 Part 5 of the Development Act.

18.2 Services

Unless specified to the contrary in this Management Statement:

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

18.3 Right in Community Association to provide Private Services

The Community Association may:

- (a) provide Private Services to 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.

18.4 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 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.

18.5 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 of a Lot affected by the amendment.
- (b) Each Owner must give consent to the amendments and produce all necessary documentation including certificates of title of affected Lots to facilitate registration of the amendment.
- (c) The Community Association must register any later Services Works Plan.

18.6 Obligations on Owners

- (a) Owners and Occupiers 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
 - (iii) do anything which interferes with, or prevents, a Service Provider performing its Functions in connection with a Statutory Service.

- (b) Each Owner, Occupier and Subsidiary Body 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 Lot, the Precinct Parcel and the Strata Parcel (as applicable) at all reasonable times on reasonable notice (except in the case of an emergency when no notice is required) to inspect, Maintain or increase the capacity of a Service Line providing a Private Service.

18.7 Allocation of costs of maintenance

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

19. Insurance

19.1 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.

20. Community Committee

20.1 Constitution

- (a) The Community Committee must be established as required by the Management Act.
- (b) The officers of the Community Committee are the secretary, treasurer and chairperson.
- (c) Each Precinct Association must appoint a nominee to act as its representative for the Community Committee and the Community Association in accordance with the rules of its Subsidiary Body Instrument.

20.2 Functions of secretary

Without limiting the functions of the secretary as set out in section 47 of the Management Act, the Functions of the secretary of the Community Committee are:

- (a) convening meetings of the Community Association and the Community Committee;
- (b) preparing and distributing minutes of meetings of the Community Association and the Community Committee;
- (c) on behalf of the Community Association and the Community 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 section 174 of the Management Act;
- (f) answering communications addressed to the Community Association or the Community Committee;
- (g) performing administrative or secretarial Functions on behalf of the Community Association and the Community Committee; and
- (h) keeping records for the Community Association and the Community Committee according to this Management Statement and the Management Act.

20.3 Functions of treasurer

Without limiting the functions of the treasurer as set out in section 48 of the Management Act, the Functions of the treasurer of the Community 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 section 174 of the Management Act;
- (d) keeping prescribed accounting records as required under Division 3 Part 5 of the Management Act; and
- (e) preparing financial statements as required under Division 3 Part 5 of the Management Act.

20.4 Function of chairperson

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

20.5 Sub-committees

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

20.6 No remuneration

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

20.7 Protection of Community Committee members from liability

- (a) A member of the Community 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 Community Committee.
- (b) By-law 20.7(a) does not apply if a member is fraudulent or negligent other than negligence where the member acted in good faith.

21. Meetings

21.1 Management Act

The provisions of this by-law 21 are subject to the provisions of the Management Act.

21.2 Meetings

The Community Committee:

- (a) may meet together to conduct business and may adjourn and otherwise regulate its meetings as the Community 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 Community Committee.

21.3 Meeting at request of Members

- (a) Meetings of the Community Committee must be convened by:
 - (i) the secretary at the request of not less than one third of the members of the Community 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 Community 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.

21.4 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 Community Committee.
- (b) A person specified in by-law 21.4(a) may address the meeting only if the Community Committee passes a resolution authorising the person to do so.

21.5 Notices of meetings

- (a) The secretary or the member who convenes a meeting must give each member of the Community 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; and
 - (iii) copies of all documents referred to in the agenda.

- (c) The Community Committee may only deal with business at a meeting if the item of business is on the agenda for the meeting.

21.6 Out of meeting determinations

Subject to clause 7(4) of Schedule 2 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 Community Committee provided:

- (a) notice of the meeting and an agenda have been given as required by this by-law 21;
- (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.

21.7 Minutes of meetings

- (a) If the Community Association has placed a notice board on Community Property, then the Community 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 Community Committee and each member of the Community Association a copy of the minutes of the meeting within 14 days of the meeting.

21.8 Records

- (a) For each meeting, the secretary must ensure the following are properly kept with the books and records of the Community 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 Community Committee complies with by-law 21.8(a).

21.9 Service

- (a) Notices of meetings and minutes of meetings must be given to the members of the Community Committee and the members of the Community Association:

- (i) by hand;
- (ii) by facsimile transmission;
- (iii) by registered post; or
- (iv) by electronic means, including but not limited to email,

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.

21.10 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.

22. Community Facilities

22.1 Use of the Community Facilities

The Community Facilities are only for use by Owners, Occupiers and their invitees.

22.2 Community Association Rules

- (a) The Community Association may make Rules and impose conditions (acting reasonably) in relation to the use of the Community Facilities.
- (b) The Community Association may amend or substitute any Rules made by the Community Association (acting reasonably).
- (c) Owners, Occupiers and their invitees entitled to use the Community Facilities must comply with any Rules made by the Community Association under this by-law 22.2.

22.3 Hours

- (a) The Community Facilities may be used during the hours as reasonably determined by the Community Association from time to time.
- (b) The Community Facilities may:
 - (i) be closed for periods of time for repair and maintenance;
 - (ii) in whole or part, be closed for periods of time for private events hosted by an Owner or Occupier entitled to use the Community Facilities;
 - (iii) in whole or part, be used by an Owner or Occupier entitled to use the Community Facilities for the purpose of a private event outside usual opening hours of the Community Facilities with the prior consent of the Community Association or Facilities Manager; or
 - (iv) in whole or part, be closed in accordance with Law,provided reasonable notice of such closures is given to all Owners and Occupiers entitled to use the Community Facilities, except in the case of a closure in accordance with Law, where prior notice is not required.
- (c) If an operator of the Community Facilities or Owner or Occupier entitled to use the Community Facilities wishes to book all or part of the Community Facilities for a private event, it must make a booking through the Facilities Manager or operator of the Community Facilities and provide any security or bond required by the Facilities Manager or other operator for use of the Community Facilities.

22.4 Rules

- (a) The following terms and conditions apply to the use of the Community Facilities by Owners, Occupiers and invitees entitled to use the Community Facilities:
 - (i) the Community Facilities must be left in a clean and tidy condition and all rubbish removed after use by an Owner, Occupier or invitee;
 - (ii) subject to by-law 22.4(a)(i), the Community Association is responsible for the cleaning and maintenance of the Community Facilities;
 - (iii) children under the age of 15 years of age must be accompanied and supervised by an adult;

- (iv) invitees must not use the Community Facilities or their immediate surrounds unless accompanied by an Owner or Occupier;
- (v) Owners, Occupiers and invitees must behave in a manner that is not reasonably likely to cause harm, offence, embarrassment, nuisance or inconvenience to any other Owner or Occupier or use of the Community Facilities by other persons;
- (vi) no excessive noise audible from the Community Facilities is permitted;
- (vii) Owners, Occupiers and invitees must not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the Community Facilities;
- (viii) Owners, Occupiers and invitees must at all times be appropriately and adequately clothed so as not to be likely to offend any other persons using the Community Facilities or the immediate surrounds; and
- (ix) Owners, Occupiers and invitees must not smoke in the Community Facilities and the immediate surrounds.

22.5 Cleaning and Repairs

All Owners, Occupiers and invitees entitled to use the Community Facilities, following their use of the Community Facilities, must:

- (a) dispose of any rubbish;
- (b) clean any surfaces requiring cleaning as a consequence of the Owner's, Occupier's or invitee's use of the Community Facilities; and
- (c) otherwise leave the Community Facilities in a good state of repair.

22.6 ~~Swimming Pool Area~~

~~In addition to the provisions of this by-law 22, the following terms apply to the use of the Swimming Pool Area comprising part of the Community Facilities:~~

- ~~(a) the Swimming Pool Area may only be used between the hours of 6.00am and 9.00pm or other hours nominated from time to time by the Community Association;~~
- ~~(b) children under the age of 12 years of age may use the Swimming Pool Area only if accompanied by and supervised by an adult;~~
- ~~(c) glass objects, drinking glasses and sharp objects are not permitted in the Swimming Pool Area;~~
- ~~(d) running, ball playing, noisy or hazardous activities are not permitted in the Swimming Pool Area; and~~
- ~~(e) invitees may not use the Swimming Pool Area unless they are accompanied by an Owner or Occupier.~~

22.7 Use by Permitted Persons

- (a) Owners and Occupiers of a Lot may be accompanied onto Community Facilities by no more than 5 Permitted Persons per Lot at any one time.
- (b) Owners and Occupiers of a Lot may seek the approval of the Community Association to be accompanied onto Community Facilities by more than 5 Permitted Persons per Lot at any one time.
- (c) The Community Association may from time to time by notice to Owners and Occupiers increase or reduce the number of Permitted Persons permitted under this by-law.

22.8 Community Association can evict

- (a) The Community Association may evict an Owner, Occupier or Permitted Person from the Community Facilities where the Owner, Occupier or Permitted Person uses language or behaves in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to a Permitted Person as determined by the Community Association or behaves inappropriately in some other manner as determined by the Community Association.

- (b) If an Owner, Occupier or Permitted Person is evicted from the Community Facilities under this by-law, the Owner, Occupier or Permitted Person:
 - (i) may be prevented by the Community Association from using the Community Facilities for a period of one month following the date of such eviction or such other period not exceeding four months, as determined by the Community Association; and
 - (ii) must pay to the Community Association any security or other costs of the Community Association in evicting that Owner, Occupier or Permitted Person and costs associated with restricting and reinstating access to the Community Facilities.

22.9 Third Party Agreements

The Community Association may enter into agreements with third parties in respect of the Community Association's obligations in respect of the Community Facilities.

23. Agreements in connection with Community Facilities

23.1 Power of Community Association to contract in relation to Community Facilities

- (a) In addition to its powers under any applicable Law, including the Community Legislation and elsewhere in this Management Statement, the Community Association has power under this by-law 23 to enter into an agreement of any kind, including a lease or an agreement granting a right to occupy and use either exclusively or non-exclusively, in connection with any Community Facilities.
- (b) Any agreement entered into under this by-law 23 can confer significant rights, including the right to occupy, use, manage, caretake and carry on a business or trade activity at the Community Facility.
- (c) The intention of this by-law 23 is to empower the Community Association to the maximum extent permitted by Law and, in particular, is that it has a very wide discretion as to the nature and terms of any agreement entered into under this by-law 23.
- (d) The Community Association may only enter into an agreement referred to in this by-law 23 in respect of the Community Facilities pursuant to a Special Resolution of the Community Association.

23.2 Powers of the Community Association to contract generally

In addition to its powers under any applicable Law, including the Community Legislation and elsewhere in this Management Statement, the Community Association has power under this by-law 23.2, on its own behalf and on behalf of a Subsidiary Body (at the request of the Subsidiary Body unless the Community Association is empowered to do so elsewhere in this Management Statement) to enter into agreements of all kinds in connection with:

- (a) the provision of:
 - (i) management, operation, maintenance, security, caretaking and other services for the Community Property and Subsidiary Body Property;
 - (ii) services and facilities to the Owners or Occupiers of Lots; and
 - (iii) services and facilities to the Community Property and Subsidiary Body Property; and
- (b) any other matter or thing which the Community Association believes to be in the interest and for the benefit of the Community Scheme, Subsidiary Bodies, Owners and Occupiers of Lots or the general public.

24. Outdoor Community Facilities and Community Parks

24.1 Use of the Community Parks

The Outdoor Community Facilities and Community Parks are only for use by Owners, Occupiers and members of the public in accordance with the terms of the Public Access Easement.

24.2 Community Association Rules

- (a) The Community Association may make Rules and impose conditions (acting reasonably) in relation to the use of the Outdoor Community Facilities and Community Parks.
- (b) The Community Association may amend or substitute any Rules made by the Community Association (acting reasonably).
- (c) Owners, Occupiers and persons entitled to use the Outdoor Community Facilities and Community Parks must comply with any Rules made by the Community Association under this by-law 24.2.

24.3 Hours

- (a) The Outdoor Community Facilities and Community Parks may be used during the hours as reasonably determined by the Community Association from time to time.
- (b) The Outdoor Community Facilities and Community Parks may:
 - (i) be closed for periods of time for repair and maintenance; and
 - (ii) in whole or part, be closed in accordance with Law,provided reasonable notice of such closures is given to Owners and Occupiers except in the case of a closure in accordance with Law, where prior notice is not required.

24.4 Rules

The following terms and conditions apply to the use of the Outdoor Community Facilities and Community Parks by persons entitled to use the Outdoor Community Facilities and Community Parks:

- (a) Owners, Occupiers and persons entitled to use the Outdoor Community Facilities and Community Parks must comply with the terms of the Public Access Easement;
- (b) the Outdoor Community Facilities and Community Parks must be left in a clean and tidy condition and all rubbish removed after use by an Owner, Occupier or invitee;
- (c) subject to by-law 24.4(a), the Community Association is responsible for the cleaning and maintenance of the Outdoor Community Facilities and Community Parks;
- (d) children under the age of 15 years of age must be accompanied and supervised by an adult;
- (e) Owners, Occupiers and persons entitled to use the Outdoor Community Facilities and Community Parks must behave in a manner that is not reasonably likely to cause harm, offence, embarrassment, nuisance or inconvenience to any other Owner or Occupier or use of the Community Parks by other persons;
- (f) no excessive noise audible from the Outdoor Community Facilities and Community Parks is permitted and persons must not create any noise likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Community Parks.
- (g) Owners, Occupiers and persons entitled to use the Outdoor Community Facilities and Community Parks must not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the Outdoor Community Facilities and Community Parks;
- (h) at all times persons must be appropriately and adequately clothed so as not to be likely to offend any other persons using the Outdoor Community Facilities and Community Parks or the immediate surrounds; and
- (i) no smoking or vaping in the Outdoor Community Facilities and Community Parks and the immediate surrounds.

Part 4– Optional matters

25. Contributions

25.1 Contributions

- (a) An Owner and each Subsidiary Body 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 or Subsidiary Scheme.
- (b) If a contribution or amount payable under this Management Statement or the Community Legislation is not paid when due, then interest is payable under section 90 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 Community 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.
- (e) Nothing in this by-law 25 affects any different apportionment for liability for expenses contained in the Development Contract.

26. Obligations on Owners and Occupiers

26.1 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
 - (B) unless accompanied by a responsible adult, do not enter areas of Community 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;
 - (ii) without the prior written consent of the 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) 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.

26.2 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.

26.3 Occupation and use of Lots

- (a) Owners and Occupiers must:
 - (i) at their own expense, comply with all Laws affecting their Lot relating to the use and occupation of their Lot;
 - (ii) 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; and
 - (iii) 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.
- (b) Owners and Occupiers must not:
 - (i) engage in or carry out:
 - (A) any illegal conduct or activity on their Lot; or
 - (B) 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;
 - (ii) do anything that might damage the good reputation of the Community Parcel; or
 - (iii) store on their Lot building materials, surplus excavated materials, waste, rubbish or firewood visible from any other Lot, or a public road.

26.4 Residential Use

- (a) A Lot can only be used by Owners and Occupiers as follows:
 - (i) for permanent residential accommodation only and not for the purpose of a short term rental accommodation arrangement unless that Owner or Occupier is using the Lot as its principal place of resident, who pursuant to the arrangement, is giving another person the right to occupy the Lot;
 - (ii) with no more than two adult people occupying any bedroom with no bedroom containing more than two beds (excluding children's beds, cots and bassinets);
 - (iii) only those rooms designated as bedrooms may be used for sleeping accommodation; and
 - (iv) the total number of adults residing in any one Lot must not exceed twice the number of approved bedrooms.

- (b) Owners and Occupiers must not advertise or organise the use of a Lot for short term accommodation or share accommodation.

26.5 Leasing of Residential Lots

Owners must ensure that:

- (a) the letting of any Lot is recorded under the terms of a residential lease under the Residential Tenancies Act 2010 and must be for a period of at least three months;
- (b) any leasing agent is made aware of the restrictions imposed under by-law 26.4(a) 26.4 and 26.5(a).

26.6 Occupiers

- (a) An Owner of a Lot must ensure the Occupier of the Lot has a copy of the most recent version of the Management Statement (including any amendments or changes from time to time).
- (b) An Owner of a Lot:
 - (i) must act promptly to comply with any reasonable notice the Owner may receive from the Community Association regarding the Occupier;
 - (ii) must take all reasonable action available to ensure the Occupier of the Lot complies with those parts of the Management Statement 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 relevant to the Occupier.

26.7 Permitted Persons

- (a) Owners and Occupiers must take all reasonable steps to ensure a Permitted Person complies with this Management Statement.
- (b) If an Owner or Occupier cannot comply with by-law 26.6(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 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) 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.

26.8 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.

26.9 Compliance with notice

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

26.10 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 Community Committee.

27. Security Keys

27.1 Community Association's rights

- (a) Subject to this Management Statement, the Community Association may restrict access to the Community Property or parts of the Community Scheme.
- (b) The Community Association may charge a reasonable fee and deposit for an additional or replacement Security Key.
- (c) The Community Association may make Security Keys available to:
 - (i) Owners and Occupiers; and
 - (ii) other persons authorised by the Community Association to hold Security Keys.

27.2 Owners, Occupiers and Subsidiary Body Obligations

Any person provided with a Security Key must:

- (a) not duplicate or copy the Security Key; and
- (b) immediately notify the Community Association if the Security Key is lost, stolen or misplaced; and
- (c) when requested by the Community Association, immediately return the Security Key to the Community Association; and
- (d) take all reasonable steps to:
 - (i) ensure the Security Key remains within that person's control; and
 - (ii) safeguard the Security Key against loss, damage or theft.

28. CCTV Security System

28.1 Powers of Community Association

- (a) In addition to its powers under the Management Act, the Community Association has the power under this by-law to install and operate the CCTV Security System and enter into arrangements for the security of the Community Scheme.
- (b) The Community Association may exercise its power under this by-law by ordinary resolution.

28.2 Privacy Act

The CCTV Security System is for the benefit of Owners and the Community Association subject to the Privacy Act and any other legal rights.

28.3 Access to CCTV Footage

- (a) The CCTV Security System monitors Community Property and common areas within the Community Scheme and is managed by the Community Association.
- (b) The Facilities Manager and Community Committee may review CCTV footage for the purpose of monitoring the Community Property and common areas referred to in clause 28.3(a).
- (c) Owners and Occupiers are not permitted to review CCTV footage without the prior consent of the Community Committee or Managing Agent (such consent must not be unreasonably withheld if the matter relates to the security of the Community Scheme).
- (d) The proper storage of footage is to be determined by the Community Association in accordance with the Privacy Act and other relevant Law.

28.4 CCTV Footage

Notwithstanding this by-law 28:

- (a) the Community Association may provide 24 hour security surveillance to some public areas in the Community Parcel (by means of CCTV System). However, the Community

Association is not obliged to provide Security Services to all areas in the Community Parcel; and

- (b) the CCTV System footage may be reviewed from time to time. However, the CCTV System will not be monitored 24 hours a day, 7 days a week.

29. Vehicles and parking

29.1 Restrictions on Vehicles

- (a) An Owner or Occupier of a Lot must not park a Vehicle on the Community Parcel except in a garage or driveway on their own Lot or an area on the Community Parcel designated by the Community Association from time to time as being an area where that specific type of Vehicle may be parked by an Owner or Occupier of a Lot including designated parking bays.
- (b) An Owner or Occupier must not park:
 - (i) a Vehicle:
 - (A) in the verge; or
 - (B) in the front yard of the Lot unless the Vehicle is parked on the actual driveway;
 - (ii) a boat, trailer, caravan or any other towable item on any part of that Owner's or Occupier's Lot which is visible from the street or any other public places (including the Open Accessways) or park on a road or Open Accessway.
- (c) Owners and Occupiers who may park their Vehicle in a designated parking bay on the Community Parcel must comply with any signage and Rules in respect of parking their Vehicle on the Community Parcel.
- (d) Owners and Occupiers must not park a Vehicle on Community Property for the purposes of washing the Vehicle.
- (e) No heavy Vehicles are permitted in the Community Scheme.
- (f) Any Vehicle with a gross weight over 4.5 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 permissible under by-law 8(d).
- (g) 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.

29.2 Repairs

Repairs to Vehicles must not be undertaken on any part of the Community Parcel other than as part of an approved use for the Lot and the works are undertaken within the Lot.

29.3 Visitor Car Spaces

- (a) Owners and Occupiers:
 - (i) must not part in a Visitor Car Space or permit a Visitor Car Space to be used by any person other than visitors to the Property;
 - (ii) must not allow a Visitor Car Space to be used for a continuous period of time exceeding 24 years;
 - (iii) must, and must procure visitors to the Owner or Occupier, comply with relevant Laws and obtain any necessary approvals to the use of the Visitor Car Spaces.
- (b) The Community Association must:
 - (i) not enter into any lease or licence, or permit the entry into any lease or licence, for a Visitor Car Space with any person;
 - (ii) not impose timed parking fees or permit the imposition of timed parking fees, on the use of a Visitor Car Space;

- (iii) must keep the Visitor Car Spaces in a good state of repair and cleanliness commensurate with the quality of the Property; and
- (iv) must ensure users of the Visitor Car Spaces do not behave in a manner reasonably likely to cause harm, offence, embarrassment, nuisance or inconvenience to any other Owner or Occupier in the Property.

30. Keeping of pets

30.1 Notification

Owners and Occupiers who keep or intend to keep any animal on their Lot must give the Community Association the following information for inclusion in the animal register:

- (a) For all animals:
 - (i) its species;
 - (ii) its breed;
 - (iii) its name; and
 - (iv) its sex; and
- (b) if the animal is a dog or a cat:
 - (i) a photograph sufficient to identify it;
 - (ii) its microchip number;
 - (iii) whether it has been spayed or neutered; and
 - (iv) evidence it has been registered with the appropriate Authority.

30.2 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 30.1 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 30.1);
- (b) any dog that is vicious or aggressive;
- (c) any dog or cat that is not registered with the appropriate Authority;
- (d) an Excluded Dog;
- (e) any dog which is declared dangerous under the *Companion Animals Act 1998* (NSW); and
- (f) any dog which the Australian Government prohibits from importation into Australia.

30.3 Obligations of Owners and Occupiers

In relation to any animal 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, or Community Property by the pet;
- (c) ensure the animal is under control or otherwise contained when on Community Property;
- (d) ensure the animal does not cause any annoyance, disturbance or nuisance to other Owners or Occupiers;
- (e) ensure the animal does not wander onto another Owner's or Occupier's Lot or onto Community Property;
- (f) ensure animals are kept from entering wildlife habitat areas at all times;

- (g) keep animals in an enclosed area and/or inside the dwelling constructed on the Lot, or on a leash such that animals cannot enter areas of wildlife habitat or bushland on Community Property or on surrounding properties or reserves;
- (h) ensure the Lot is Maintained in a manner to prevent odours caused by the animal escaping from the Lot; and
- (i) ensure waste generated from the animal is treated and disposed of in accordance with any Rules made by the Community Association and, without limiting the generality of this by-law, ensure:
 - (i) all waste from the animal is double-bagged or placed in large, strong bags; and
 - (ii) litter is not placed in toilets.

30.4 Compliance

- (a) If the Community Association, acting reasonably, forms the view:
 - (i) an animal is or has become vicious or aggressive; or
 - (ii) there is a breach of any part of by-law 30.2; or
 - (iii) there is a breach of any part of by-law 30.3 on a continuing basis,
 the Community Association may serve a notice on the Owner or Occupier of the Lot containing that animal requiring that the animal is permanently removed from the Community Parcel.
- (b) Any Owner or Occupier who has received a notice from the Community Association under by-law 30.4(a) must comply with the requirements of the notice within 14 days of receiving it.
- (c) This by-law applies to any Permitted Person or visitor to the Community Parcel.

30.5 Adjoining property

Owners and Occupiers acknowledge that the land adjoining the Community Parcel forms part of the Cumberland State Forest and there may be rules in respect of animals in the Cumberland State Forest.

30.6 Subsidiary Schemes

This by-law does not, and is not intended to, limit any additional requirements, limitations or restrictions on the keeping of animals or pets which are or may be contained in a Subsidiary Body Instrument.

31. Fauna Sensitive Lighting

31.1 Application of by-law

This by-law 31 applies to those Lots that face or back on to bushland which as at the date of this Management Statement are Lots ??????? (**Fauna Sensitive Lots**).

31.2 Obligation on Owners and Occupiers

Owners and Occupiers of Fauna Sensitive Lots must:

- (a) minimise and manage light spill into the environment;
- (b) use fauna sensitive lighting in outdoor areas and this may include the use of low sodium lighting or similar, shield to direct lighting toward the dwelling and away from the bushland, and smart control technologies (for example motion sensors and timers); and
- (c) not cause artificial light to spill from their Fauna Sensitive Lot into:
 - (i) the Riparian Corridors;
 - (ii) the environmental conservation zoned land.

32. Community Association's rights

32.1 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.

32.2 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 32.2(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 90 of the Management Act.

32.3 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 section 81 of the Management Act.
- (c) If the Community Association suffers a net loss from carrying on a business or trading activities, then the Community Association must impose a levy on each member for a contribution in order to meet the amount of the net loss.

32.4 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 32.4 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.

32.5 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.

33. Developer's rights

33.1 Remedy against Owner or Occupier

- (a) The Developer 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 33.1(a) applies then the Developer 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 Developer 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 Developer 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 90 of the Management Act.

33.2 Not liable for damage

- (a) The Developer 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 33.2(a) does not apply if the damage, loss or injury follows the negligence or fraud of the Developer or any employee or agent of the Developer.

33.3 Not bound by certain by-laws

The Developer is not bound by by-laws 11.2, 18.6, 26 and 29.

34. Managing Agent

34.1 Powers of Community Association

- (a) In addition to its powers under the Management Act, the Community Association has the power under this by-law to enter into agreements with a Managing Agent.
- (b) The Community Association may exercise its power under this by-law by ordinary resolution.

34.2 Appointment of a Managing Agent

Any appointment must:

- (a) be in writing;
- (b) be signed by the Community Association;
- (c) be for a term of a duration in accordance with the Management Act.

34.3 Duties of Managing Agent

Subject to Division 2, Part 4 of the Management Act, the Community Association may delegate to the Managing Agent any function of the Community Association or its Community Committee or of its secretary or other officers.

34.4 Entry during Initial Period

- (a) The agreement with a Managing Agent under by-law 34.1 may be entered into during the Initial Period.
- (b) The agreement must be:
 - (i) for a term permitted by Law; and
 - (ii) for a fee not exceeding a market fee.
- (c) The effect of the agreement is disclosed in this by-law for the purposes of section 122(2)(a) of the Management Act.

35. Facilities Manager

35.1 Powers of Community Association

- (a) In addition to its powers under the Management Act, the Community Association has the power under this by-law to enter into agreements with a Facilities Manager for the purposes of providing services to the Community Scheme.
- (b) The Community Association may exercise its power under this by-law by ordinary resolution.

35.2 Appointment of a Facilities Manager

Any appointment must:

- (a) be in writing;
- (b) be signed by the Community Association;
- (c) be for a term of a duration in accordance with the Management Act.

35.3 Duties of Facilities Manager

The duties of the Facilities Manager may include:

- (a) managing, operating and Maintaining the Community Property;
- (b) the operation of Security Keys for Community Property and Subsidiary Body Property including the provision of Security Keys and the re-coding of Security Keys; and
- (c) any other duties the Community Association determines as appropriate.

35.4 Entry during Initial Period

- (a) The agreement with a Facilities Manager under by-law 35.1 may be entered into during the Initial Period.
- (b) The agreement must be:
 - (i) for a term permitted by Law; and
 - (ii) for a fee not exceeding a market fee.
- (c) The effect of the agreement is disclosed in this by-law for the purposes of section 2122(2)(a) of the Management Act.

36. Service Contracts

36.1 Entry during Initial Period

During the Initial Period, the Community Association may:

- (a) enter into Service Contracts with one or more service providers; and
- (b) take an assignment of the Service Contracts entered into by the Developer before the date of this Management Statement.

36.2 Disclosure of terms

- (a) Each of the Service Contracts must be:
 - (i) for a term of no greater than two years; and
 - (ii) for a fee not exceeding the market fee for the relevant service.
- (b) The effect of the Service Contracts is disclosed in this by-law for the purposes of section 122(2)(a) of the Management Act.

36.3 Definitions

In this by-law 34:

Service Contracts means the contract or contracts entered into:

- (a) on or after the date of this Management Statement between the Community Association and one or more service providers; and
- (b) before the date of this Management Statement between the Developer and one or more service providers,

for the provision of the following services:

- (c) Maintenance and other services in relation to the Community Property and/or Subsidiary Body Property;
- (d) garbage collection services.

37. Severance

37.1 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 37.1(a) has no effect if the severance alters the basic nature of the by-laws or is contrary to public policy.

Part 5 – By-laws required by public authorities

38. Use of SGARS

- (a) Owners and Occupiers and the Community Association must not use and must not allow the use of Second-Generation anticoagulant rodenticides (SGARS) on the Lot or Community Property for the control of pest rodents or any other purpose.

39. Vegetation Protection

- (a) Subject to by-law 6.3(f), the Community Association must comply with the:
 - (i) Vegetation Management Plan;

- (ii) requirements of the relevant Authority in respect of the Vegetation Management Plan; and
 - (iii) terms of the VMP Covenants..
- (b) By implementing the Vegetation Management Plan, the Community Association must achieve the following environmental outcomes:
 - (i) protecting areas of ecological community where it occurs on the Property;
 - (ii) maintaining and improving the condition of ecological areas on the Property through removal of weeds and assistive regeneration with local provenance stock of species; and
 - (iii) preventing any avoidable Harm to Protected Matters and mitigating unavoidable and accidental Harm to Protected Matters.
- (c) The Community Association must not resolve to clear vegetation under the 10/50 Vegetation Clearing Scheme within the Community Property without the written consent of Council.
- (d) The Community Association must not consent to any application from an Owner or Occupier under the 10/50 Vegetation Clearing Scheme without the written consent of Council.
- (e) The Community Association must comply with the compliance reporting requirements of the Department of Climate Change, Energy, the Environment and Water, including the Community Association must procure a compliance report for each 12 month period following the date of the DCCEEW Approval (or as otherwise agreed to in writing by the Minister) which must:
 - (i) ~~be consistent with the Annual Compliance Report Guidelines, Commonwealth of Australia 2023;~~
 - (ii) include details of compliance and non-compliance with:
 - (A) each condition in the DCCEEW Approval;
 - (B) each condition imposed under a development consent in respect of the Property that the DCCEEW Approval requires compliance with;
 - (C) all commitments made in each action management plan or strategy that the Developer or the Community Association is required by the DCCEEW Approval to implement;
 - (D) if any event which has the potential to, or does, Harm any Protected Matter (**incident**) has occurred, each incident.
- (f) This by-law 39 shall not be amended in any way without the written consent of any relevant Authority including the Department of Climate Change, Energy, the Environment and Water and Council.

40. Bushfire Requirements and Asset Protection Zone

40.1 Council requirements

- (a) Part of the Property is the subject of an asset protection zone as shown on the Community Plan and described in the associated Registered Section 88B Instrument (**APZ Areas**).
- (b) The Community Association, in respect of those parts of the Community Property comprising APZ Areas, and Owners and Occupiers of APZ Areas must:
 - (i) Maintain the APZ Areas in accordance with the terms of the APZ Covenants; and
 - (ii) permit hazard reduction works when proposed by the Northern Beaches Rural Fire Service and the Northern Beaches Bush Fire Management Committee in respect of the APZ Areas.
- (c) The Community Association must establish a protocol/policy for appropriate consultation with the Northern Beaches Rural Fire Service and confirm details and arrangements for

permissions for fire management works on the Community Property together with any other community engagement advice for the plan.

- (d) Owners and Occupiers must prepare a personal bush fire survival plan that stipulates their leave early or stay and defence course of action.
- (e) If required by Council or any other relevant Authority:
 - (i) the Community Association must establish an emergency control organisation to be run in accordance with the bushfire emergency evacuation plan;
 - (ii) the emergency control organisation established under by-law 40.1(e)(i) must:
 - (A) be constituted by one representative from each Precinct Scheme as well as the chairperson of the Community Committee (noting a person can be both).
 - (B) update the bushfire emergency evacuation plan and supply a copy to the Northern Beaches Rural Fire Service;
 - (C) undertake an audit of any dwellings and other structures within the bushfire emergency evacuation plan,
 - (D) advise Owners and Occupiers of the bushfire emergency evacuation plan;
 - (E) ensure that the Owners and Occupiers have prepared personal bush fire survival plan as per this by-law 40; and
 - (F) implement the bushfire emergency evacuation plan.
- (f) This by-law 40 shall not be amended in any way without the written consent of Council.

40.2 Bushfire Attack Levels

The Community Association, Owners and Occupiers must:

- (a) ensure that construction of buildings and Improvements, or Works to any Improvements comply with the relevant BAL set out in Part 8 of this Management Statement as required by Australian Standard AS 3959-2009 Construction of buildings in bushfire-prone areas and Planning for Bushfire Protection 2019 (or equivalent where these documents are superseded); and
- (b) not do anything to increase the BALs set out in Part 8 of this Management Statement.

Part 6– Dictionary and Interpretation

41. Dictionary

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.

APZ Areas has the meaning given to the term in by-law 40.1(a).

APZ Covenants means the restriction on use and positive covenant numbered [1] and [2] in the Registered Section 88B Instrument.

Architectural and Landscape Design Guidelines means the Architectural and Landscape Standards prescribed under this Management Statement (copy attached) as amended under this Management Statement.

Assistance Animal means an assistance animal as described in section 9(2) of the *Disability Discrimination Act 1993* (Cth) being a dog or other animal:

- (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 *Disability Discrimination Regulations 1996* (Cth) 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 Property Rights By-law means a by-law referred to in Division 3 of Part 7 of the Management Act.

Authority means any government statutory, public or other authority which has jurisdiction over the Community Parcel, including the Council.

BBQ Area means the barbecue area which may be constructed on the Community Property and which comprises part of the Outdoor Community Facilities.

Benefited Lot means the Lot or Community Property or Subsidiary Body Property that is benefited by a Retaining Wall Easement.

Benefited Owner means:

- (a) where the Benefited Lot is Community Property, the Community Association; and
- (b) where the Benefited Lot is Subsidiary Body Property, the relevant Subsidiary Association; and
- (c) where the Benefited Lot is a Lot other than Community Property or Subsidiary Body Property, the Owner of that Lot;

Burdened Lot means the Lot or Community Property or Subsidiary Body Property that is burdened by a Retaining Wall Easement.

Burdened Owner means:

- (a) where the Burdened Lot is Community Property, the Community Association; and
- (b) where the Burdened Lot is Subsidiary Body Property, the relevant Subsidiary Association.
- (c) where the Burdened Lot is other than Community Property or Subsidiary Body Property, the Owner of that Lot.

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

CCTV Security System means the CCTV security system installed or may be installed for the Community Parcel.

Common Property means the common property in a Strata Scheme.

Community Association means the corporation that:

- (a) is constituted by section 8 of the Development Act on registration of the Community Plan; and
- (b) is established as a community association by section 8 of the Development Act.

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

Community Facilities means the building constructed or which may be constructed on Community Property comprising of multi purpose room, Swimming Pool Area, bathroom amenities and any other parts of the Community Property designated by the Community Association as Community Facilities as shown on the Community Property Plan.

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

Community Development Lot means a lot in the Community Plan that is not:

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

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

Community Parks means the park areas within Community Property which may include landscaping.

Community Plan means the plan to which this Management Statement relates.

Community Property means the property described in by-law 11.1. The expression includes Services Lines through which Private Services pass.

Community Property Plan means the plan forming part of the Community Plan.

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

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

Council means Northern Beaches Council.

Developer means any of the following:

- (a) TBA or its nominated entity; and
- (b) any person who is the registered proprietor of a Community Development Lot and which the Developer has given notice to the Community Association to the effect that that person is to have the rights of the Developer under this Management Statement.

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

Development Activities means anything to be done in connection with the development in the Community Parcel as is from time to time determined by the Developer, including:

- (a) any form of demolition work, excavation work or landscaping work;
- (b) any form of building work or work ancillary to or associated with building work, including but not limited to:
 - (i) construction of or adjustment to fencing and retaining walls;
 - (ii) defect rectification works;
 - (iii) the installation of any Service and associated Service Lines;
 - (iv) the construction of Open Access Ways;
 - (v) the construction of the Community Facilities;
 - (vi) the construction of Storm Water Detention System.
- (c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition;
- (d) the subdivision of land forming part of the Community Parcel;
- (e) the conversion of a Community Development Lot to Community Property;
- (f) the severance or transfer of a Community Development Lot from the Community Parcel;
- (g) the dedication of land forming part of the Community Parcel;
- (h) the Selling and Leasing Activities; and
- (i) any other development permitted to be carried out by the Developer under the Development Contract.

Development Application means an application to the Consent Authority or an Accredited Certifier in connection with any Works on a Lot.

Development Consent means consent under the *Environmental Planning & Assessment Act 1979* (NSW) to a Development Application.

Development Contract means the development contract registered with the Community Plan [insert details].

EPBC Act means the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).

Excluded Dog means:

- (a) a pit bull terrier;

- (b) an American pit bull terrier;
- (c) a dogo argentino;
- (d) a fila brasileiro;
- (e) a Japanese tosa;
- (f) any dog prohibited from importation into Australia by the Australian Government; and
- (g) an unregistered or dangerous dog under the Companion Animals Act 1998 (NSW).

Facilities Manager means the facilities manager of the Community Scheme that may be appointed by the Community Association from time to time under by-law 35.

Function includes a duty, right or obligation.

General Meeting means an Annual General Meeting or a Special General Meeting of the Community Association.

Guide Dog means a dog used to assist a visually impaired Owner or Occupier.

Harm means to cause any measurable direct or indirect disturbance or deleterious change as a result of any activity associated with the development of the Property by the Developer.

Improvements means any building, structure, addition, modification, external repairs (other than minor repairs to existing Improvements), landscaping, installation of new Services and alterations to or interference with existing Services. "Improvements" does not include any works which may be constructed or carried out without the consent of a consent authority or an accredited certifier.

Initial Period has the meaning given to it by the Community Legislation.

Law means any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Lot means a lot within the Community Scheme and includes a Community Development Lot, Precinct Lot and a Strata Lot.

Maintain includes maintain in good condition, keep clean and tidy, repair as necessary and replace as necessary, and **Maintenance** has a corresponding definition.

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

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

Managing Agent means the licensed managing agent appointed under clause 34.

Minister means the Australian Government Minister administering the EPBC Act, including any delegate thereof.

Objectives means the objectives stated in by-law 1.2.

Occupier means 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 Ways means open access ways set apart under section 41 of the Development Act and as shown in the Plan of Access Ways.

Outdoor Community Facilities means the facilities constructed or to be constructed on Community Property which may comprise a BBQ Area, outdoor playground, community garden, car parking and public park and other parts of the Community Property designated by the Community Association as Outdoor Community Facilities as shown on the Community Property Plan.

Owner means the registered proprietor for the time being of a Lot and includes (unless inappropriate) any mortgagee in possession.

Pedestrian Access Way means that part of the Community Property designated as such on the Plan of Access Ways.

Permitted Person means a person permitted by an Owner, Occupier or the Community Association to enter the Community Parcel.

Plan of Access Ways means the plan illustrating Open Access Ways contained [part #].

Precinct Association means the corporation that:

- (a) is constituted by section 9 of the Development Act on registration of the Precinct Plan; and
- (b) is established as a precinct association by section 9 of the Development Act.

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

- (a) Precinct Property, a public reserve or a drainage reserve; or
- (b) a lot that has been severed from the Precinct Scheme.

Precinct Lot Owner means an owner of a Precinct Lot.

Precinct Management Statement means the precinct management statement registered with a Precinct Plan, as amended from time to time under the Community Legislation.

Precinct Plan means a precinct plan that subdivides a Community Development Lot within the Community Parcel under the Development Act.

Precinct Parcel means the land the subject of a Precinct Scheme.

Precinct Property means the Precinct Property in a Precinct Scheme.

Precinct Scheme means the precinct scheme constituted on registration of the Precinct Plan.

Privacy Act means *Privacy Act 1988 (Cth)*.

Private Service has the meaning given to it by by-law 18.1.

Property means the Community Parcel.

Protected Matter means a matter protected under a controlling provision in Part 3 of the EPBC Act for which the EPBC Approval has effect.

Public Access Easement means the easement for public access for passive recreation purposes numbered [11] on the Registered Section 88B Instrument.

Registered Section 88B Instrument means the Section 88B Instrument registered with the Community Plan.

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

Restricted Subsidiary Body Property means Subsidiary Body Property the use of which is restricted by the relevant Subsidiary Body Instrument.

Retaining Wall means any retaining wall on a Lot, Community Property or Subsidiary Body Property that is the subject of a Retaining Wall Easement.

Retaining Wall Easement means any easement for support of retaining wall (or similar) and positive covenant for maintenance and repair in respect of a retaining wall easement registered on the Lot.

Rules means the rules of the Community Association the subject of by-law 32.5.

Security Key means a key, card, magnetic or other device use to

- (a) open and close doors, gates and other means of regulating access and egress to and from the Community Scheme; or
- (b) operate alarms, security systems or communication systems; or
- (c) operate any equipment or system if applicable.

Section 88B Instrument means an instrument registered under section 88B of the *Conveyancing Act 1919* (NSW).

Security Services means services by any means for the prevention of any threat to the security or safety of:

- (a) an Owner;
- (b) an Occupier; or
- (c) a Lot.

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

Service includes those services described in the Services Table.

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

Service Provider means an Authority that provides a Statutory Service.

Service Works Plan means the prescribed diagram registered with this Management Statement showing the Private Services and Statutory Services created pursuant to Division 2, Part 5 of the Development Act.

Services Table is the table in Part 7.

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 let signs.

Special General Meeting means 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.

Special Restricted Community Property has the meaning given in by-law 6.2.

Statutory Easement means an easement created pursuant to Division 2 Part 5 of the Development Act.

Statutory Right means a right created by Law.

Statutory Service means a Service provided by a Service Provider.

Storm Water Detention Systems means the relevant parts of the Community Property comprising of one or more storm water detention systems.

Strata By-laws means the by-laws in force for a Strata Scheme.

Strata Corporation means a strata corporation in relation to a Strata Scheme.

Strata Lot means a lot in a Strata Plan.

Strata Lot Owner means an owner of a Strata Lot.

Strata Management Statement means a strata management statement registered in accordance with the Strata Schemes Legislation and applicable to a Lot.

Strata Parcel means the land the subject of a Strata Scheme.

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

Strata Scheme means the strata scheme constituted on registration of a Strata Plan.

Strata Schemes Legislation means the *Strata Schemes Management Act 2015* (NSW) and the *Strata Schemes Development Act 2015* (NSW).

Subsidiary Body means a Strata Corporation and a Precinct Association.

Subsidiary Body Property means the Common Property in a Strata Scheme and the Precinct Property in a Precinct Scheme.

Subsidiary Body Instrument means a By-law Instrument for a Strata Scheme and a management statement for a Precinct Scheme.

Subsidiary Plan means a Strata Plan and a Precinct Plan within the Community Parcel.

Subsidiary Scheme means a Strata Scheme and a Precinct Scheme.

Swimming Pool Area means the swimming pool and areas (including any toilets) adjacent to the swimming pool which may be constructed as part of the Community Facilities.

Unanimous Resolution means a resolution without a vote being cast against it.

Vegetation Management Plan means the vegetation management plan prepared by Cumberland Ecology dated 27 March 2024 relating to the Property, as may be reviewed and updated from time to time.

Vehicle means vehicles of any kind including motor vehicles, motor cycles, trucks, vans, bicycles, boats, trailers, caravans and horse floats.

Visitor Car Spaces means those parts of the Community Property identified as being for visitor car parking in the Visitor Car Spaces Plan.

Visitor Car Spaces Plan means the plan of that name which is Registered with this Management Statement.

VMP Covenants means the restriction on use and positive covenant numbered [1] and [2] in the Registered Section 88B Instrument.

Works means, in connection with a Lot:

- (a) the erection of a building on the Lot;
- (b) any extension or addition to an existing building on the Lot;
- (c) the demolition of a building on the Lot; or
- (d) activities referred to in and intended to be regulated by the Architectural and Landscape Design Guidelines,

but excluding:

- (e) the Development Activities; and
- (f) the internal refurbishment to the Improvements on the Lot.

Works Rules means the rules of the Community Association the subject of by-law 4.8.

42. Interpretation

42.1 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.

42.2 Headings

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

42.3 Cumulative rights and obligations

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

42.4 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.

Part 7 – Services Table

Service	Location of Service Lines	Private Services or Statutory Service	Service Provider	Manner of creation of right
Water Main	88B Plan	Authority Service	Sydney Water	Registered Section 88B Instrument

Service	Location of Service Lines	Private Services or Statutory Service	Service Provider	Manner of creation of right
Water Main to Private Water Meter Connection	Services Works Plan	Private Service	Sydney Water	Division 2 part 5 of the Development Act
Sewer		Authority Service	Sydney Water	Statutory Right (Sydney Water Act)
Private Sewer		Private Service	TBA	Division 2 part 5 of the Development Act
Storm Water Drainage and On-Site-Detention (OSD) and Water Quality (WSUD)	Services Works Plan	Private Service	Community Association	Division 2 part 5 of the Development Act
Storm Water (Council Drainage)	88B Plan	Private Service	Community Association	Registered Section 88B Instrument
Communications	Services Works Plan	Authority Service	NBN	Statutory Rights under the Telecommunications Act 1997 (Cth).
Power (HV, Electrical Turrets, Substations)	88B Plan	Authority Service	Endeavour Energy	Registered Section 88B Instrument
Power (Low Voltage Services from Turrets to Lot)	Services Works Plan	Private Service	Community Association	Division 2 part 5 of the Development Act
Street Lighting, Private Switchboards, Park Lighting and Irrigation control to Park Areas		Private Service	Community Association	Wholly in Community Property Lot. No easement is required.
Irrigation		Private Service	Community Association	Wholly in Community Property Lot. No easement is required.
Recreation Facility Services		Private Service	Community Association	Wholly in Community Property Lot. No easement is required.
Fire Services within Community Property		Private Service	Community Association	Wholly in Community Property Lot. No easement is required.

Part 8 – Bushfire Attack Levels

[illegible]

LOT #	BAL RATING

Architectural and Landscape Guidelines

draft

Services Works Plan

draft

Plan of Access Ways

draft

Signing page

EXECUTED as an agreement.

Registered Proprietor

Signed for ????? under power of attorney
dated [date] registered number [number] book
number [book number] in the presence of

Signature of witness

Signature of attorney

Name of witness (print)

Signature of witness

Signature of attorney

Name of witness (print)

Consents and Approvals

Certificate of approval

Northern Beaches Council certifies that:

- (a) it has approved the development described in Development Application No [insert details]; and
- (b) the terms and conditions of this Management Statement are consistent with that development as approved.

Dated this [#] day of [##] 20[]

Signed on behalf of Northern Beaches Council

Signature

Name (print)

Memo

Ref: 096-16 V3

To:	Department of Planning, Housing & Infrastructure
From:	Colliers International Engineering & Design
Date:	7 th August 2024
Subject:	Re: Planning Proposal – Patyegarang Morgan Rd Belrose – Land Title System

In response to land titling issues raised by Northern Beaches Council to the Dept of Planning, Housing & Infrastructure in relation to the Planning Proposal at Morgan Rd Belrose known as Patyegarang we provide the following advice in relation to the matters raised by Northern Beaches Council as follows;

Colliers Engineering & Design (CED) are the Registered Land Surveyors for the Patyegarang project and will be responsible for the provision of land subdivision services on behalf of Metropolitan Local Aboriginal Land Council as the landowner.

The site is identified to provide 450 residential dwellings across the project.

Proposed Title System – Community Titles.

It is intended to subdivide the site under the provisions of the Community Land Management Act 2021 & Community Land Development Act 2021, generally known as **Community Titles**.

Community Titles is considered the most appropriate and suitable form of titling for the project as it allows the project to be effectively staged but more importantly it allows the landowners via a Management Statement within the project to maintain the control & maintenance of key development assets.

In this way the Community Association will be responsible for the following key assets;

- Bush Fire Asset Protection Zones (APZs)
- Riparian Corridors and C2 Zoned Land
- Private Services such as sewer, water, electricity, NBN & gas mains
- Private Sewer Pumping Stations

About Colliers International

Colliers International (NASDAQ, TSX: CIGI) is a leading global real estate services and investment management company. With operations in 68 countries, our 14,000 enterprising people work collaboratively to provide expert advice and services to maximise the value of property for real estate occupiers, owners and investors. For more than 20 years, our experienced leadership team, owning approximately 40% of our equity, have delivered industry-leading investment returns for shareholders. In 2018, corporate revenues were \$2.8 billion (\$3.3 billion including affiliates), with more than \$26 billion of assets under management. Learn more about how we accelerate success at corporate.colliers.com, Twitter @Colliers or LinkedIn.

- Fire Trails
- Proposed roads within the development.
- Local parks and gardens
- Street Landscape
- Drainage Basins & Rain Gardens
- On Site Detention Systems
- Archaeological zones

Generally, all these key assets will be contained within the Community Lot 1 and all landowners will be required to contribute to the Community Association for the ongoing maintenance and management of Lot 1 lands.

The key benefits of this land management structure in relation to conservation lands within the project are;

- * Community ownership and management of conservation lands will enable regulated management of these areas, with regulated funding for management, and ongoing day to day surveillance by an interested local community. These factors are geared to ensure compliance with management plans and performance indicators that has not historically been achieved through traditional land reservation means.
- * Community scale management achieves a balance between enabling targeted and time-responsive management actions, whilst maintaining the efficiencies of scale for activities such as broadscale pest and weed control.
- * Community management of bushfire APZs enables implementation of a regime by professionals that can be controlled and monitored to maintain prescribed vegetation structure and cover targets, and to protect particular features such as significant hollow-bearing trees, notable rock stacks, and hanging swamps. Greater confidence can be placed on appropriate maintenance of community managed APZs as opposed to privately maintained APZs where, at the individual property level, there is a typically a high risk of over-clearing of APZs and of APZ creep into retained bushland.
- * The CMS would include monitoring and adaptive management activities, with a funding plan. These activities are difficult otherwise for Local Government and private individuals to fund and implement.

Most importantly, a Community development will result in all project assets & C2 lands being held by the Community Association and there will be NO initial or ongoing maintenance or repair obligations on Northern Beaches Council at any time.

An example Community Management Statement is attached that provides a guide as to a typical statement that shows how the project can be managed in terms of bush fire, environment, roads, drainage & services.

Note that the Community Management Statement is subject to the rezoning of the land and subsequent development applications & consents.

Yours truly,

A handwritten signature in black ink, appearing to read "A. Halmarick", with a stylized flourish at the end.

Andrew Halmarick
NSW State Director CED

Registered Land Surveyor NSW

andrew.halmarick@colliers.com