

Approved Form 28

Community Land Development Act 2021

Community Land Management Act 2021

Community Management Statement 80 Pacific Highway, Doyalson NSW

Land: Lot 7 & 11 in DP 240685, Lot 49 in DP 707586, Lot 1 in DP 503655, Lots 1 to 9 in DP 215875
[and Lot 62 in DP 755266]

[Allens Note to Doylo: Doylo to confirm these lots are correct. We have taken these details from Doylo's approvals. We understand Lot 7340 in DP1166918 (recently acquired from the relevant Local Aboriginal Land Council) will not be included in the original community scheme, and will be added later (which is permitted by section 25 of the Development Act).]

WARNING

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

DISCUSSION / DISCLOSURE DRAFT

This draft has been prepared for the purposes of providing Council with a preliminary draft of the proposed form of Community Management Statement to be implemented as part of the development referred to above. The Community Management Statement will be developed further and as such, this document remains subject to change.

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PRELIMINARY MATTERS

1 Definitions and interpretation

1.1 Statutory definitions

In this Management Statement a word or expression has the meaning given to it by a definition in the Management Act or Development Act if it is:

- (a) defined in the Management Act or Development Act; and
- (b) used but not defined in this Management Statement.

1.2 Further definitions

In this Management Statement, unless the context clearly indicates otherwise:

Access Way means an access way within the Community Parcel set apart under section 41 of the Development Act and shown as being either an Open Access Way or Private Access Way in the Access Way Plan.

Access Way Plan means the access way plan attached as Schedule 1.

Administrative Fund has the meaning given to "administrative fund" as set out in section 77 of the Management Act.

Authority means a governmental or semi-governmental administrative, fiscal or judicial department or entity, a statutory agency or authority or the Council.

By-laws means the by-laws contained in this Management Statement in force for the Community Scheme.

Capital Works Fund has the meaning given to "capital works fund" as set out in section 78 of the Management Act.

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

Community Character means the principles relating to the consistent essence, theme and character of the Community Scheme set out in Schedule 3. **[Allens Note: this is being developed by Doylo alongside the Community Scheme design.]**

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

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

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

Community Plan means the community plan subdividing the land into Lots with which this Management Statement is registered.

Community Property means the Lot shown as community property in the Community Plan together with any Service or other property which this Management Statement specifies as Community Property.

Community Property Schedule means Schedule 2.

Community Scheme means:

- (a) the community scheme created on registration of the Community Plan;
- (b) the subdivision of the Community Parcel by the Community Plan; and

- (c) the rights conferred and the obligations imposed by or under the Development Act and Management Act in relation to the Community Association, Community Property and persons having an interest in or occupying Lots.

Contributions means the financial contributions of Members of the Community Association to the Administrative Fund and Capital Works Fund together with any other amounts levied from the Members of the Community Association from time to time subject to this Management Statement.

Council means Central Coast Council.

Developer means **[Allens Note: Developer entity to be confirmed]** or the person or entity nominated by it and includes its successors in title, authorised officers, employees, agents, contractors, invitees and assignees.

Development Act means *Community Land Development Act 2021* (NSW) together with any regulations made under it as amended from time to time.

Development Activities includes:

- (a) any form of demolition work, building work or work ancillary or associated with such work on the Community Parcel and the Community Scheme including:
 - (i) clearing;
 - (ii) landform stabilisation;
 - (iii) revegetation;
 - (iv) remediation work;
 - (v) crushing; and
 - (vi) the installation of Services and construction of Improvements, roads and access ways;
- (b) any form of landscaping work or work ancillary or associated with such work on the Community Parcel and the Community Scheme;
- (c) any form of blasting, landform works and infrastructure works;
- (d) any other form of work which is considered necessary by the Developer;
- (e) the use of any part of the Community Parcel or the Community Scheme in connection with work contemplated by paragraphs (a) to (d);
- (f) the subdivision of any part of the Community Parcel or the Community Scheme including the creation of Subsidiary Schemes; or
- (g) any work required by Council or any Authority in connection with the Community Parcel or the Community Scheme.

Development Consent means the development consent from the Council relating to the Community Parcel (as amended from time to time).

Development Contract means any development contract within the meaning of Part 7 of the Development Act which has been registered in relation to the Community Parcel.

Drainage includes but is not limited to underground piping, drainage structures including in road carriageways, causeways, water storage, retention basins, water quality enhancement facilities, overland flow paths, inter-allotment drainage and gross pollutant traps located on Community Property or the subject of a statutory easement or easement in favour of the Community Association.

Executive Committee means the executive committee of the Community Association constituted

in accordance with By-law 25.

First General Meeting means the General Meeting convened and held under ss 12 to 14 (inclusive) of the Management Act.

Garbage means waste of all kinds, including waste that is capable of being recycled.

General Meeting means a general meeting (other than the First General Meeting) or a special general meeting of the Community Association.

GST means the Goods and Services Tax as contained in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related acts of the Commonwealth and cognate rulings and regulations.

Improvements includes building alterations, amendments, modifications, new constructions, structures, building works, landscaping and external repairs, footings, foundations, pipes, culverts, parts of groundwater or stormwater system whether or not requiring the approval of Council or an Authority.

Initial Period means:

- (a) for a Community Scheme, the period that commences on the day the Community Association is constituted and ends on the day that at least one third of the sum of the total Unit Entitlement under the Community Scheme consists of one or both of the following:
 - (i) former Community Development Lots in the Community Scheme that are the subject of a Subsidiary Scheme for which the corresponding Initial Period has expired; or
 - (ii) Community Development Lots in the Community Scheme that are not owned by the original owner of the relevant part of the Community Parcel when the Community Plan was registered and for which occupation certificates (within the meaning of the *Environmental Planning and Assessment Act 1979* (NSW)) have been issued for development on the lots.
- (b) for a Strata Scheme, the "initial period" of a Strata Scheme within the meaning of the Strata Schemes Management Act 2015; or
- (c) for a Neighbourhood Scheme, the period that commences on the day the Neighbourhood Association is constituted and ends on the day there are owners of lots in the Neighbourhood Scheme (other than the original owner of the freehold of the relevant land when the Neighbourhood Plan was registered) the sum of whose Unit Entitlements is at least one-third of the total Unit Entitlement under the Neighbourhood Scheme.

Law includes the common law, any statute of any Parliament and any regulation, ordinance, rule, proclamation, by-law, order, approval or other instrument intended to have legal effect made under any such statute or by an Authority applicable to the subject matter of this Management Statement.

Lot means a lot within the Community Scheme or any Subsidiary Scheme.

Maintain means to maintain in good condition, repair as necessary and replace as necessary (and **Maintenance** and **Maintaining** have equivalent meanings as the context may require).

Management Act means the *Community Land Management Act 2021* (NSW) together with any regulations made under it as amended from time to time.

Management Statement means this community management statement.

Member means:

- (a) in respect of the Community Association:
 - (i) the Owner of each Community Development Lot;
 - (ii) each Subsidiary Association;
- (b) in respect of the Executive Committee, those persons appointed in accordance with By-law 25.1.

Neighbourhood Association means the neighbourhood association constituted on registration of the Neighbourhood Plan.

Neighbourhood Management Statement means the management statements registered with each relevant Neighbourhood Plan.

Neighbourhood Plan means a neighbourhood plan that subdivides a Community Development Lot to create a Neighbourhood Scheme pursuant to s10 of the Development Act.

Neighbourhood Property means the lot shown as neighbourhood property on the Neighbourhood Plan.

Neighbourhood Scheme means a neighbourhood scheme constituted on the registration of a Neighbourhood Plan.

Notification in relation to a part of the Community Parcel means a notification in the second schedule of the folio identifier for that part.

Occupier means a lessee, licensee or a person who is otherwise in lawful occupation of a Lot or part of a Lot.

Open Access Way means an "open access way" as defined in the dictionary to the Management Act at the locations indicated on the Access Way Plan.

Ordinary Resolution means a resolution passed by a duly convened General Meeting of the Community Association with more than 50% of Votes being cast in favour of it.

Owner means the owner of a Lot or mortgagee in possession of a Lot.

Parties means the Community Association and each Owner or Occupier within the Community Parcel and **Party** means each and any one of the Parties.

Permitted Person means:

- (a) a person in the Community Parcel with the express or implied approval of an Owner or Occupier or the Community Association; and
- (b) an Authority and a person nominated by an Authority.

Private Access Way means a "private access way" as defined in the dictionary to the Management Act at the locations indicated on the Access Way Plan.

Restricted Community Property means all property subject to the restrictions set out in Part 2 of this Management Statement.

Rules means the rules created by the Community Association pursuant to By-law 32.

Security Key means a key, card, fob, proximity reader or other device used to:

- (a) open and close doors, gates and other means of regulating access and egress into and out of Community Property; or
- (b) operate alarms, security systems or communication systems.

Service includes:

- (a) water supply;

- (b) gas supply;
- (c) electricity supply;
- (d) air conditioning;
- (e) a telephone service;
- (f) a data service;
- (g) a digital transmission service;
- (h) a radio service;
- (i) a television service;
- (j) any service received and dispersed by a Special Receiving Facility;
- (k) a system for removal of sewage;
- (l) a stormwater drainage system;
- (m) an irrigation system;
- (n) a fire safety control system or a bushfire asset protection zone;
- (o) a security system;
- (p) any Drainage; and
- (q) any other service, system or facility that contributes to the amenity, or enhances the enjoyment or safety, of the Lots.

Service Equipment means the structures, machinery, equipment and things in the Community Parcel for the purpose of providing a Service, including any pipe, conduit, wire, cable, duct, drain, gully, trap, pit, tank and mast.

Service Provider means a person, not being the Community Association, that provides a Service.

Special Receiving Facility means a facility for receiving and dispersing signals in connection with free to air television, pay television and other forms of service and any associated equipment.

Special Resolution means a resolution passed in accordance with the Management Act section 5(1).

Strata Corporation means the owner's corporation constituted on registration of a Strata Plan.

[Allens Note: defined terms relating to strata schemes have been included for completeness only. It is not currently contemplated that any subsidiary strata schemes will be created.] [Allens Note to Doyle: please confirm this is correct.]

Strata Management Statement means the strata management statement registered alongside the Strata Plan.

Strata Plan means a strata plan that subdivides a Community Development Lot or a lot in a Subsidiary Scheme.

Strata Property means the lot shown as common property in the Strata Plan.

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

Subsidiary Association means a Neighbourhood Association or a Strata Corporation.

Subsidiary Association Property means the Neighbourhood Property or Strata Property.

Subsidiary Scheme means a Neighbourhood Scheme or a Strata Scheme.

Unanimous Resolution means a resolution passed by a duly convened General Meeting of the Community Association without a Vote being cast against it.

Unit Entitlement means the entitlement of each Lot determined by the schedule of unit entitlement registered with the Community Plan consistent with the requirements of Schedule 3 of the Development Act.

Vehicle includes any motor vehicle, car, van, motorised scooter or motorcycle.

Vote means, in each relevant case:

- (a) a vote in respect of a resolution at a General Meeting by:
 - (i) a Subsidiary Association, in which case the value of its Vote is equal to the Unit Entitlement of the former Community Development Lot that was subdivided to constitute the Subsidiary Association; and
 - (ii) an Owner of a Community Development Lot, in which case the value of its Vote is equal to the Unit Entitlement of the Community Development Lot; and
- (b) a vote in respect of a resolution at a duly convened meeting of the Executive Committee by each Member eligible to vote, in which case the value of each Vote is equal to one per Member.

Works includes any repairs, alterations or additions, other than to the interior of a building or other structure.

1.3 Interpretation

In this Management Statement, unless the context clearly indicates otherwise:

- (a) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown, the Community Association, and any other organisation or legal entity;
- (b) 'including' and 'includes' are not words of limitation;
- (c) the words 'at any time' mean at any time and from time to time;
- (d) the word 'vary' includes add to, delete from and cancel;
- (e) Maintain includes keep clean and tidy;
- (f) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this Management Statement;
- (g) a reference to a natural person includes their personal representatives, successors, and assigns;
- (h) a reference to a corporation includes its successors and assigns;
- (i) a reference to a document is a reference to a document of any kind, including a plan;
- (j) a reference to a body or Authority that ceases to exist is, unless otherwise prescribed by the Law, a reference to a body or Authority having substantially the same objects as the named body or Authority;
- (k) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (l) a reference to a time is to that time in Sydney;
- (m) a reference to a calendar year means the year commencing 1 January and ending 31 December;

- (n) a reference to lease includes a reference to any permission or right of occupation and/or use;
- (o) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (p) a requirement to do any thing includes a requirement to cause that thing to be done;
- (q) a word that is derived from a defined word has a corresponding meaning;
- (r) the singular includes the plural and vice-versa;
- (s) words importing one gender include all other genders; and
- (t) By-law headings and the contents pages are inserted for convenience and do not affect the interpretation of this Management Statement.

1.4 Contents of this document

This Management Statement contains following parts, comprising the requirements for a community management statement as set out in Approved Form 28 under the Development Act:

Part	Provisions
PART 1: Details of Development	These By-laws relate to the management, administration, control, use or enjoyment of Lots in the Community Scheme or Community Property and each Owner of a Lot and are directed toward the control or preservation of the essence or theme of the Community Scheme.
PART 2: Community Property Rights	These By-laws confer special rights, privileges and obligations on Owners in respect of Community Property, which may include exclusive use and maintenance obligations. Such By-laws cannot be amended until after the expiry of the Initial Period.
PART 3: Mandatory Matters	These By-laws pertain to matters which must be addressed in every management statement according to clause 3 of Schedule 2 of the Development Act, being Access Ways, use of Community Property, internal fencing, Garbage, Services and insurance.
PART 4: Optional Matters	These By-laws pertain to matters which may be included pursuant to clause 8 of Schedule 2 of the Development Act.
PART 5: Requirements of Authorities	These By-laws may specify requirements of an Authority, which may not be amended or revoked without the consent of that Authority.

2 Compliance with Management Statement

The persons bound to comply with this Management Statement are:

- (a) the Community Association;
- (b) the Owners;
- (c) the Occupiers; and
- (d) each mortgagee who is in possession of a Lot.

Each of these persons must respectively ensure that any Permitted Persons they allow onto the Community Parcel do not act inconsistently with this Management Statement.

3 Entities with ownership and management responsibilities

3.1 Responsibilities

This Management Statement identifies the Community Association as having ownership and management responsibilities in the Community Scheme.

3.2 Management

The management structure for the Community Scheme is as follows:

Management body	Function
Community Association	Responsible for the overall control and management of the Community Scheme in accordance with this Management Statement
Executive Committee	Responsible for day-to-day control and management of the Community property.
Developer	Undertaking the Development Activities.
Neighbourhood Associations	Responsible for the control and management of the Neighbourhood Property as set out in the corresponding Neighbourhood Management Statement and Neighbourhood Plan, and subject to this Management Statement.
Strata Corporation (if any)	Responsible for the control and management of the Strata Property as set out in the corresponding Strata Management Statement and Strata Plan, and subject to this Management Statement.

PART 1 – Details of development

These By-laws relate to the management, administration, control, use or enjoyment of Lots in an association scheme or the association property and to the control or preservation of the essence or theme of the community scheme (see s128 of Management Act).

[Allens Note: these standards setting out the maintenance and works standards are subject to further design refinement, particularly in relation to the Community Property (once confirmed).]

4 Purpose

The By-laws in this Part 1 may only be amended or revoked by a Unanimous Resolution of the Community Association.

5 Character of Community

- (a) The Community Scheme seeks to foster harmony in a social, environmental and aesthetic sense across the Community Parcel.
- (b) The Community Association, Owners and Occupiers:
 - (i) will use their best endeavours to ensure that all activities carried out on the Community Parcel are consistent with the Community Character; and
 - (ii) will cooperate with each other and act in good faith to preserve the Community Character.

6 Use of Lots

An Owner or Occupier must use a Lot in accordance with:

- (a) the Development Consent;
- (b) the By-laws;
- (c) any applicable Notification; and
- (d) the Law.

7 Obligations to comply

Subject to the provisions of this Management Statement, the persons bound by this Management Statement must:

- (a) adhere to the Community Character as described in By-law 5;
- (b) ensure that activities (whether commercial, promotional or otherwise) permitted on the Community Parcel are consistent with the Community Character; and
- (c) preserve the good name of the Community Scheme.

8 Works

An Owner or Occupier who is carrying out any Works must:

- (a) ensure that the Works are carried out in a proper, timely and workmanlike manner;
- (b) ensure that the Works are carried out to the reasonable satisfaction of the Community Association and any Authority;
- (c) ensure there is no damage to Services or associated Service Equipment in the Community Parcel;

- (d) ensure that as little disruption and inconvenience as reasonably practicable is caused to Owners and Occupiers; and
- (e) repair any damage caused to Community Property as a result of the Works,

and that Owner or Occupier indemnifies the Community Association on demand against all expenses, losses, damages and costs that the Community Association may sustain or incur as a result, whether directly or indirectly, of that Owner or Occupier's failure to comply with this By-law 8.

9 Maintenance of Community property and Subsidiary Association Property

- (a) An Owner or Occupier must not, except with the prior approval of the Community Association or Executive Committee, leave anything on or obstruct the use of the Community Property or Subsidiary Association Property.
- (b) An Owner or Occupier must not interfere with or damage any Community Property or Subsidiary Association Property including (without limitation) any paved area, landscaped feature, lawn, garden, tree, shrub, plant or flower which is part of or situated on Community Property or Subsidiary Association Property.
- (c) An Owner or Occupier must not, except with the prior approval of the Community Association, a Subsidiary Association or pursuant to By-laws in force in the Community Parcel, use for their own purposes any part of the Community Property or Subsidiary Association Property.
- (d) An Owner or Occupier must give notice to the Community Association or Subsidiary Association of any damage to or defect in Community Property or Subsidiary Association Property promptly after they first become aware of it.
- (e) The Community Association may give notice to an Owner, Occupier or any Subsidiary Association requiring that Owner, Occupier or Subsidiary Association to comply with the terms of this Management Statement.
- (f) The Community Association may do anything on a Lot:
 - (i) which should have been done by an Owner, Occupier or Subsidiary Association under this Management Statement but which has not been done or has not been done properly; or
 - (ii) to comply with this Management Statement or any Law including remedying, removing or restoring anything on that Lot which breaches this Management Statement,

and the Community Association may recover such reasonable and properly incurred costs from the Owner of the Lot in undertaking the activities contemplated by By-laws 9(f)(i) or 9(f)(ii).

PART 2 – Association Property Rights

These By-laws may only be amended after the expiry of the initial period by a special resolution and with the written consent of each person entitled by the By-law to use the Restricted Community Property (see section 135 Management Act).

10 Restricted Community Property during Initial Period

- (a) The By-laws in this Part 2 must not be amended during the Initial Period, except by order of the Supreme Court or if required by Law, and may only be amended after the expiry of the Initial Period by Special Resolution of the Community Association and with the written consent of each person entitled by the By-law to use the Restricted Community Property.
- (b) The provisions of Part 2 override any provisions in this Management Statement or the provisions of any management statement pertaining to a Subsidiary Scheme (including any Neighbourhood Management Statement) that would otherwise be applicable.

11 Development

[Allens Note: this drafting is subject to further design development of the Community Scheme layout. Doylo (as Developer) will refine this drafting to ensure it has the necessary rights in order to carry out the development of the Community Scheme.]

11.1 Development in stages

- (a) The Developer intends to undertake the Development Activities in stages.
- (b) To enable the Developer to carry out the Development Activities, use of the Community Property and Service Equipment is restricted to the Developer on the terms of the By-laws in this Part 2 for the period during which the Developer is the Owner of a Community Development Lot.
- (c) The Developer has the right to construct and install Improvements on Community Property and Community Development Lots in its discretion.
- (d) Any Community Property and Service Equipment will cease to be Restricted Community Property on and from the date on which:
 - (i) the Developer provides written notice to the Community Association stating that the Development Activities in respect of that Community Property and Service Equipment have been completed; or
 - (ii) the Developer is no longer the Owner of any Community Development Lot.

11.2 Developer's rights

The Parties agree to grant to the Developer all rights and consents necessary to enable the Developer to carry out the Development Activities including (without limitation) the right to:

- (a) unrestricted access by any means including trucks and at all times over Community Property and the Community Parcel;
- (b) the use of any part of the Community Parcel to exercise rights under this By-law;
- (c) place on or attach to Community Property temporary signs, offices, sheds, depots, building materials, cranes and other equipment;
- (d) install, connect or alter Services on or within Community Property;

- (e) lock or secure part of the Community Property provided the Developer (as agent for the Owners and Occupiers within the Community Parcel) gives the secretary of the Community Association a key for the locked or secured area;
- (f) attach and place marketing and advertising signs, placards, banners, notices or advertisements on the Community Parcel;
- (g) conduct sales and marketing activities (including auctions) on the Community Parcel;
- (h) park motor vehicles and equipment on Community Property;
- (i) build and use a display centre on the Community Property;
- (j) hold events or functions on the Community Parcel in connection with the selling and leasing of Lots in the Community Parcel;
- (k) install any Service within the Community Parcel;
- (l) utilise stormwater or groundwater for construction or operational purposes; and
- (m) exercise the rights under this By-Law at any time.

11.3 Developer's obligations

- (a) The Developer must (at its cost):
 - (i) repair any damage occurring to the Community Parcel as a result of the Development Activities as soon as practicable after that damage occurs;
 - (ii) use reasonable efforts to minimise interference with the use by Owners and Occupiers so far as is consistent with the safe and timely performance of the Development Activities;
 - (iii) maintain any Restricted Community Property; and
 - (iv) on completion of each part of the Development Activities, leave the relevant Community Parcel areas in a clean and tidy condition.
- (b) Each Party acknowledges that as a result of the rights of the Developer to carry out the Development Activities set out in this By-Law, a Party will be potentially subjected to interference (including noise and dust) resulting from the Development Activities.
- (c) The Developer must undertake all Development Activities in a manner which is consistent with the Development Contract.

11.4 No objection

The Community Association and any Subsidiary Association or any Owner or Occupier must not in any way interfere with:

- (a) the use of any Lot or the Community Property;
- (b) the Development Activities; or
- (c) any Development Consent or application for Development Consent, by the Developer.

PART 3 – Mandatory matters

The By-laws in this Part 3 must not be amended or revoked except by Special Resolution of the Community Association.

12 Access Ways

- (a) The Access Ways are shown in the Access Way Plan as Open Access Ways or Private Access Ways.
- (b) Access to and from the Community Parcel is via the Open Access Ways.
- (c) The Community Association is responsible for the control, management, operation, maintenance and replacement of the Open Access Ways and all Owners and Occupiers must:
 - (i) Comply with all directions of the Community Association in relation to Open Access Ways; and
 - (ii) not do, omit to do or permit to be done anything that results in damage to or destruction of any part of any Open Access Way.
- (d) All Open Access Ways which comprise trafficable surfaces intended for use by vehicles must be constructed and maintained in accordance with all applicable Laws and approvals issued by the relevant Authority in relation to the Community Scheme. **[Allens Note: further requirements of Council in relation to the standards of any roads may be included in By-law 43.]**

13 Community Property

The Community Property includes all property set out in the Community Property Schedule which may be amended by the Parties from time to time by Special Resolution of the Community Association.

14 Behaviour of Owners and Occupiers

14.1 Use of Lot

An Owner or Occupier must not use its Lot in a way that:

- (a) adversely affects (or might adversely affect) the following in a material way:
 - (i) another Lot;
 - (ii) any Subsidiary Association Property; or
 - (iii) any Community Property; or
- (b) interferes with the peaceful enjoyment of any part of the Community Parcel by another Owner or Occupier or a Permitted Person.

14.2 Conduct

- (a) An Owner or Occupier must not:
 - (i) create any noise likely to interfere with the peaceful enjoyment of any part of the Community Parcel by another Owner or Occupier or a Permitted Person;
 - (ii) use language or behave in a way that might reasonably be expected to offend or embarrass another Owner or Occupier or a Permitted Person;
 - (iii) obstruct the legal use by any person of any part of the Community Parcel;

- (iv) use equipment that interferes with equipment or appliances used by an Owner or Occupier;
 - (v) do anything that might damage the good reputation of the Community Scheme; or
 - (vi) do anything in the Community Parcel that is illegal or in breach of any Law.
- (b) While on the Community Parcel, Owners and Occupiers must use reasonable endeavours to ensure that they and Permitted Persons do not by any act or omission cause the Community Association to be in breach of its obligations under the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulations 2011* (NSW).
- (c) An Owner or Occupier must comply on time with the terms of any notice displayed on Community Property by the Community Association, Service Provider or an Authority.
- (d) An Owner or Occupier must not directly or indirectly instruct agents, employees or contractors of the Community Association unless the Community Association authorises the Owner or Occupier to do so.
- (e) Anything that an Owner or Occupier is required to do under this Management Statement must be done at the cost of that Owner or Occupier.

15 Interference with and damage to property

- (a) Subject to this Management Statement, an Owner or Occupier must:
 - (i) not use Community Property other than for its intended purposes;
 - (ii) immediately notify the Community Association if they know about damage to or a defect in Community Property; and
 - (iii) compensate the Community Association for any damage they or any Permitted Person for whom they are responsible cause in Community Property.
- (b) An Owner or Occupier must have prior approval from the Community Association to:
 - (i) interfere with or damage Community Property;
 - (ii) remove equipment or other articles from Community Property;
 - (iii) use or adjust equipment owned by the Community Association but subject to the rights to use that equipment under this Management Statement; or
 - (iv) use Community Property as a garden for their sole use.

16 Obligations in respect of Lots

Owners must Maintain their Lots to a reasonable standard.

17 Obligations in respect of Community Property

17.1 Maintenance of Community Property

The Community Association must:

- (a) control, manage and Maintain Community Property; and
- (b) carry out any Maintenance of Community Property in accordance with the applicable Management Plan.

17.2 Use of Community Property

- (a) Owners and Occupiers must not access or use Community Property except:

- (i) in accordance with the requirements for use as notified by the Community Association (including the terms of this Management Statement and the Rules); or
 - (ii) otherwise without the prior consent of the Community Association.
- (b) An Owner or Occupier must:
 - (i) not interfere with or damage any Community Property; and
 - (ii) compensate the Community Association for any damage caused to the Community Property.

18 Services

18.1 Maintaining Services

[Allens Note: this drafting is subject to further design development of the Community Scheme layout and facilities.]

- (a) Services may be provided to the Community Parcel. They and associated Service Equipment for such Services must be Maintained by:
 - (i) the Community Association, if the Community Association is responsible for its Maintenance;
 - (ii) the Service Provider that has accepted responsibility for its Maintenance; or
 - (iii) the Community Association, if at any time:
 - (A) no Service Provider is responsible for its Maintenance; or
 - (B) in the opinion of the Community Association, reasonably held, the Service Provider that accepted responsibility for its Maintenance is not Maintaining it.
- (b) If the installation of any Service Equipment is in a different position from that shown in the Community Plan which includes reference to the Service and associated Service Equipment, an Owner, including the Community Association that would be burdened by the statutory easement for the Service and associated Service Equipment shown, must do everything reasonably necessary to ensure that a plan which shows the correct location of the installed Service Equipment is lodged and registered as an amendment of this Management Statement and the Community Plan.

18.2 Provision of Services by Community Association

In addition to its powers under the Management Act and elsewhere in this Management Statement:

- (a) the Community Association has the power under this By-law 18.2 to:
 - (i) provide any Service in the Community Parcel, including any Service to any Owner or Occupier;
 - (ii) arrange for the installation and Maintenance of any Service and associated Service Equipment; and
 - (iii) contract with persons to manage all or some of the elements of providing any Service,
- and to recover its reasonably and properly incurred costs arising in relation to any action of the Community Association contemplated by By-law 18.2(a); and

- (b) the Community Association has the power under this By-law 18.2 to contract with a person to:
 - (i) provide any Service in the Community Parcel, including any Service to any Owner or Occupier;
 - (ii) install and Maintain any Service and associated Service Equipment; and
 - (iii) manage all or some of the elements of providing any Service.

18.3 No interference with Services

- (a) An Owner or Occupier must not obstruct or prevent access to, overload or damage a Service or associated Service Equipment.
- (b) If an Owner or Occupier becomes aware of damage to or the defective operation of any Service or associated Service Equipment they must promptly notify the Community Association.

18.4 Power of entry of Community Association in relation to Services

- (a) If any Service and associated Service Equipment must be Maintained by the Community Association, the Community Association may enter a Lot or Community Property to inspect, install, Maintain, alter, add to, increase the capacity of or replace that Service or associated Service Equipment or provide a new Service or associated Service Equipment.
- (b) For the purpose of By-law 18.4(a):
 - (i) in an emergency, the Community Association may enter a Lot at any time; and
 - (ii) in a case that is not an emergency, the Community Association may enter a Lot after giving reasonable prior notice to the Owner of that Lot.
- (c) The Community Association may exercise a power under this By-law 18.4 during the Initial Period.
- (d) The Community Association may only exercise a power under this By-law 18.4 by Ordinary Resolution.
- (e) The Community Association may enter the Community Property at any time for any lawful purpose.

19 Garbage disposal generally

- (a) The Community Association may make and vary Rules about the storage and removal of Garbage from the Community Parcel.
- (b) An Owner or Occupier must sort, store and make their Garbage available for collection according to this Management Statement and any applicable Rules.
- (c) Subject to this Management Statement and any applicable Rules, an Owner or Occupier must not deposit Garbage on:
 - (i) Community Property;
 - (ii) any Lot other than their Lot in accordance with By-law 19(c)(iii); or
 - (iii) their Lot other than in an appropriate receptacle or space.
- (d) Instructions by Council on Garbage prevail to the extent of any inconsistency between them and instructions from the Community Association or this Management Statement.

20 Fences

- (a) Subject to By-law 20(b), the Community Association or Developer need not provide or pay for the replacement of any existing fence or the construction of any new fence in the Community Parcel.
- (b) The Community Association is responsible for the Maintenance of fences in Community Property.

21 Controlling traffic

In addition to its powers under the Management Act and elsewhere in this Management Statement, the Community Association has the power to:

- (a) install speed humps and other traffic control devices in Community Property; and
- (b) install signs to control traffic and regulate the parking of Vehicles in Community Property.

22 Fire control

- (a) An Owner or Occupier must comply with the Law about fire control.
- (b) Subject to the requirements of Authorities an Owner or Occupier may keep flammable materials in their Lot only if they:
 - (i) use the materials in connection with the lawful use of their Lot; and
 - (ii) the quantities kept are reasonable quantities according to the applicable guidelines of any Authority.
- (c) An Owner or Occupier must not:
 - (i) keep flammable materials in Community Property; or
 - (ii) interfere with safety equipment; or
 - (iii) obstruct fire stairs or fire escapes.

23 Security Keys

- (a) If Security Keys are required, 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.
- (b) A person to whom a Security Key is made available must:
 - (i) not duplicate or copy the Security Key;
 - (ii) immediately notify the Community Association if the Security Key is lost, stolen or misplaced;
 - (iii) when requested by the Community Association, immediately return the Security Key to the Community Association;
 - (iv) take all reasonable steps to safeguard the Security Key against loss, damage or theft; and
 - (v) pay for or provide a deposit for the Security Key.

24 Insurance obligations

24.1 Community Association insurances

- (a) The Community Association must take out any insurance required under the Management Act.
- (b) An Owner or Occupier must notify the Community Association prior to using or changing the use of their Lot in a way that might affect insurance premiums for the Community Scheme.
- (c) If the Community Association gives an Owner or Occupier approval under this By-law 24.1 it may impose conditions, including a condition that the Owner or Occupier reimburse the Community Association for increased premiums.

24.2 Reviewing insurance policies

- (a) Each year the Community Association must review:
 - (i) the insurance policies it has effected; and
 - (ii) whether it needs to effect new policies.
- (b) Each year the secretary of the Community Association must include a motion on the agenda for the General Meeting of the Community Association to decide if it should confirm or change its insurance policies.
- (c) The Community Association must immediately effect new insurance policies or adjust existing insurance policies if there is an increase in risk or a new risk to the Community Association or Community Property.

24.3 Valuations for insurance purposes

- (a) The Community Association must have Community Property valued for insurance purposes at least every three years.
- (b) Valuations under this By-law 24.3 must be carried out by a qualified valuer or quantity surveyor who has:
 - (i) a minimum of five years' experience as a valuer or quantity surveyor; and
 - (ii) experience in valuing for insurance purposes the community property of community schemes.

25 The Executive Committee and its officers

25.1 Members of the Executive Committee

The Executive Committee of the Community Association must be constituted in accordance with Part 3 Division 1 of the Management Act.

25.2 Officers of the Executive Committee

The officers of the Executive Committee are the secretary, the treasurer and the chairperson.

25.3 Functions of the secretary

- (a) The functions of the secretary are to:
 - (i) convene, prepare agendas for and give notices of meetings of the Community Association and the Executive Committee;
 - (ii) prepare and distribute minutes of meetings of the Community Association and the Executive Committee;

- (iii) give notices under this Management Statement and the Management Act on behalf of the Community Association and the Executive Committee;
 - (iv) supply certificates about contributions and insurance;
 - (v) answer communications sent to the Community Association and the Executive Committee;
 - (vi) perform administrative and secretarial functions for the Community Association and the Executive Committee;
 - (vii) keep records for the Community Association and the Executive Committee according to this Management Statement and the Management Act; and
 - (viii) otherwise do all things which are the stated functions or responsibilities of the secretary under the Management Act.
- (b) The secretary may be assisted in the discharge of the functions of the secretary.

25.4 Functions of the treasurer

- (a) The functions of the treasurer are to:
- (i) give notices of contributions to Members of the Community Association;
 - (ii) collect contributions from Members of the Community Association;
 - (iii) receive, acknowledge, bank and account for contributions and other money paid to the Community Association;
 - (iv) prepare certificates about contributions and insurance;
 - (v) keep accounting records for the Community Association according to the Management Act;
 - (vi) prepare financial statements according to the Management Act; and
 - (vii) otherwise do all things which are the stated functions or responsibilities of the treasurer under the Management Act.
- (b) The treasurer may be assisted in the discharge of the functions of the treasurer.

25.5 Function of the chairperson

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

25.6 Protection from liability

- (a) A Member of the Executive Committee is not liable for any loss or damage caused by their actions as a Member of the Executive Committee unless they acted fraudulently or negligently.
- (b) Each Member of the Executive Committee must obtain an appropriate level of directors and officers liability insurance at the cost of the Community Association.

25.7 Sub-committees

- (a) The Executive Committee may appoint sub-committees to assist in the management and operation of the Community Scheme.
- (b) A sub-committee may conduct investigations for the Executive Committee.

26 No remuneration for Members of Executive Committee

A Member of the Executive Committee is:

- (a) not entitled to any remuneration for the performance of their functions; and
- (b) is entitled to reimbursement for reasonable out of pocket expenses incurred by them in the performance of their functions.

27 Meetings of Executive Committee

27.1 Convening meetings

Meetings of the Executive Committee must be convened by:

- (a) the secretary of the Executive Committee, if the secretary is asked to convene a meeting by at least one-third of the Members of the Executive Committee; or
- (b) another Member of the Executive Committee if, in the absence of the secretary, the Member is asked to convene a meeting by at least one-third of the Members of the Executive Committee,

and that meeting must be convened within the time asked for or if no specific time was asked for, within 14 days of being asked.

27.2 Conducting meetings

Subject to the Management Act and this Management Statement, the Executive Committee may meet to conduct business, adjourn and otherwise regulate meetings as it thinks fit.

27.3 Attendance at meetings

An Owner or if the Owner is a corporation, the company nominee of an Owner, may:

- (a) attend a meeting of the Executive Committee; and
- (b) address a meeting of the Executive Committee but only if the Executive Committee agrees.

28 Notices for meetings of the Executive Committee

28.1 Giving the notice

- (a) The secretary or the Member of the Executive Committee who convenes a meeting of the Executive Committee must give:
 - (i) each Member of the Executive Committee; and
 - (ii) each Member of the Community Association notice at least 48 hours before the meeting. The notice must include;
 - (A) the time, date and venue of the meeting (including virtual venue); and
 - (B) the agenda for the meeting.
- (b) Notices under this By-law 28 must be given to the Member of the Executive Committee or the Member of the Community Association:
 - (i) personally to the Member of the Executive Committee or the Member of the Community Association;
 - (ii) by post or hand delivery to the address provided by the Member of the Executive Committee or the address of the Member of the Community Association shown in the Community Association's roll, as the case may be; or

- (iii) by email to the email address of the Member, if an email address has been provided by the Member.
- (c) If the Community Association has placed a noticeboard in Community Property, then the Executive Committee complies with By-law 28.1 so far as it applies to Members of the Community Association if it ensures that the notice of the meeting is placed on the noticeboard at least 7 days before the meeting.

28.2 Agenda for a meeting

The agenda for a meeting of the Executive Committee must include details of all the business the Executive Committee will deal with at the meeting. The Executive Committee may not deal with business that is not on the agenda for the meeting.

29 Decisions made in writing by Executive Committee

The Executive Committee may vote on motions in writing if:

- (a) notice of the Executive Committee meeting and an agenda have been given in accordance with By-law 28.1;
- (b) the secretary of the Executive Committee or the Member of the Executive Committee who convenes the meeting has given each Member of the Executive Committee a voting paper; and
- (c) a majority of the Members of the Executive Committee complete and return their voting paper to the secretary of the Executive Committee or the Member of the Executive Committee who convenes the meeting before the meeting commences.

30 Minutes of meetings of the Executive Committee

- (a) The secretary or the Member of the Executive Committee who convenes a meeting of the Executive Committee, including meetings where decisions are made in writing under By-law 29(a), must give a copy of the minutes of the meeting to:
 - (i) each Member of the Executive Committee; and
 - (ii) each Member of the Community Association, within 14 days after the meeting.
- (b) Minutes of a meeting of the Executive Committee must be given:
 - (i) personally to the Member of the Executive Committee or the Member of the Community Association;
 - (ii) by post or hand delivery to the address provided by the Member of the Executive Committee or the address of the Member of the Community Association shown in the Community Association's roll, as the case may be; or
 - (iii) by email to the email address of the Member, if an email address has been provided by the Member.
- (c) If the Community Association has placed a noticeboard in Community Property, then the Executive Committee complies with By-law 30(b) so far as it applies to Members of the Community Association if it ensures that the minutes of its meeting are placed on the noticeboard within 14 days after the meeting.

31 Books and records to be kept by Executive Committee

The Executive Committee must keep copies of agendas for and minutes of its meetings, including meetings where decisions are made in writing under By-law 29:

- (a) with the books and records of the Community Association; and
- (b) for at least seven years from the date of the meeting or for the period the Management Act requires the Community Association to keep its meeting records.

32 Rules

- (a) The Community Association may from time to time and by Special Resolution at a General Meeting make, amend, cancel, add to or suspend Rules which are not inconsistent with this Management Statement, the Management Act or Development Act or any Law.
- (b) The Rules must be provided to each Owner and Occupier in writing and must be re-issued in the event of any amendment to the Rules.
- (c) The Rules may pertain to any matter or thing which the Community Association considers desirable for the management and Maintenance of the Community Property.
- (d) If there is any inconsistency between the Rules and this Management Statement, the terms of this Management Statement will prevail.
- (e) Each Owner and Occupier must comply with the Rules.

33 Agreements by Community Association

- (a) In addition to its powers under the Management Act and elsewhere in this Management Statement, the Community Association has power under this By-law 33 to enter into agreements of all kinds in connection with:
 - (i) the provision of:
 - (A) management, operational, Maintenance, security, caretaking and other Services for Community Property;
 - (B) Services to Owners and Occupiers; and
 - (C) Services and amenities; and
 - (ii) any other matter or thing that the Community Association believes to be in the interest and for the benefit of the Community Scheme, Owners and Occupiers or the general public or any or all of them.
- (b) It is possible an agreement will be entered into under this By-law 33 during the Initial Period.
- (c) It is disclosed that during the Initial Period the Community Association may enter into an agreement with a licensed community scheme manager to carry out management obligations for the Community Scheme that can only be carried out by a licensed community scheme manager.

34 Responsibility of Owners and Occupiers for others

- (a) An Owner or Occupier must:
 - (i) use reasonable endeavours to ensure their visitors comply with this Management Statement; and
 - (ii) cause their visitors to leave the Community Parcel if they do not comply with this Management Statement.
- (b) An Owner or Occupier must not allow another person to do anything they are not themselves entitled to do under this Management Statement,

35 Contributions

35.1 Contributions by Members determined by Community Association

- (a) The Community Association must at each General Meeting estimate how much money it will need:
 - (i) for the purposes of the Administrative Fund including required funds:
 - (A) to Maintain in good condition on a day-to-day basis the Community Property together with any personal property vested in the Community Association;
 - (B) to provide for insurance premiums; and
 - (C) to meet other recurrent expenses; and
 - (ii) for the purposes of the Capital Works Fund including:
 - (A) for painting or repainting any part of the Community Property that is a building or other structure;
 - (B) to acquire personal property;
 - (C) to renew or replace personal property;
 - (D) to renew or replace fixtures and fittings that are part of the Community Property;
 - (E) to replace or repair the Community Property; and
 - (F) to meet other expenses of a capital nature.
- (b) The Community Association will determine the amounts to be levied as Contributions from Owners and Occupiers in accordance with section 85 of the Management Act.
[Allens Note: Contributions by members of community schemes is set out in Division 2 of the Management Act, and are in proportion to the total unit entitlement which a given Lot has to the total unit entitlement of the Community Scheme. Unit entitlements are determined in accordance with Schedule 3 of the Development Act, having regard to comparative market values of each Lot. This means that all Community Property (including roads, whether open or closed) will be fully funded from contributions by the members.]
- (c) The Community Association must provide written notice to each Owner or Occupier of its corresponding Contribution required to be paid.
- (d) Each Owner or Occupier must pay its corresponding Contribution within 35 days' notice of that contribution.

35.2 Interest on overdue money and right to recover

- (a) If a Contribution is not paid when it becomes due and payable, simple interest at an annual rate of [insert %] (or such other rate as set out in the Management Act) will accrue.
- (b) The Community Association may recover unpaid Contributions (together with any interest accrued) as a debt if they are not paid within 1 month after they became due and payable, subject to the Management Act.

36 Other payments to be made

- (a) An Owner or Occupier must comply at their cost and on time with this Management Statement, including the payment of monies.

- (b) An Owner or Occupier must pay the Community Association interest from and including the day on which the payment is due until the day it is paid on any amount which they owe under this Management Statement that they do not pay on time.
- (c) Subject to By-law 35, during the period that an amount under By-Law 36(b) remains unpaid, interest will be payable on demand or at times notified by the Community Association and will be calculated on daily balances at the rate equal to [insert %] per annum above the rate quoted from time to time by the Community Association's bankers (as notified by the Community Association) on overdraft accommodation in excess of [insert \$]. Such interest may be capitalised by the Community Association at monthly intervals and interest is payable on capitalised interest.
- (d) An Owner or Occupier must pay any applicable GST for any taxable supply provided that the Community Association provides the recipient of any such taxable supply with a tax invoice.
- (e) An Owner must pay on demand, any costs, charges and expenses of the Community Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under this Management Statement in relation to the Owner.

37 Approvals by Community Association

- (a) Unless a By-law states otherwise, approval by the Community Association under this Management Statement may be given by:
 - (i) the Community Association at a General Meeting; or
 - (ii) if the Community Association so delegates, by the Executive Committee at a meeting of the Executive Committee.
- (b) The Community Association may impose conditions on an approval by the Community Association or Executive Committee under this Management Statement.

38 Failure to comply with obligations

- (a) In addition to its powers under the Management Act and elsewhere in this Management Statement, the Community Association has power under this By-law 38 to do anything in the Community Parcel that should have been done by an Owner or Occupier under this Management Statement but has not been done or not done to the satisfaction of the Community Association.
- (b) The Community Association must give reasonable prior notice to an Owner or Occupier specifying when it proposes to do a thing it is entitled to do under By-law 38(a) including entering their Lot. The Owner or Occupier must:
 - (i) give the Community Association and persons authorised by it access to the Lot according to the notice; and
 - (ii) pay the Community Association its costs for doing the thing.

39 Responsibility for damage

The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel except to the extent caused or contributed to by the negligence or wilful default of the Community Association or its employees or agents.

40 Notices and contact details

- (a) Applications, requests, notices and complaints to the Community Association must be in writing and must be addressed to the secretary of the Community Association at the address specified below:

To:	Community Association DP No. [*]
Address:	[*]
Email:	[*]
Attn:	The Secretary

or to such other address notified to Owners and Occupiers from time to time by the Community Association.

- (b) Any application, request, notice, complaint, demand, approval or other communication under this Management Statement must be in writing.

41 Exercise of rights, powers and remedies by Community Association

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

PART 4 - Optional matters

42 Service Contracts

- (a) During the Initial Period, the Community Association intends to:
 - (i) enter into service contracts with one or more service providers in relation to the Maintenance of the Community Property; and
 - (ii) take an assignment of service contracts entered into by the Developer before the date of this Management Statement.
- (b) The terms of any services contracts referred to in By-law 42(a) will be on reasonable terms.
- (c) The Owners and Occupiers acknowledge any agreement for the supply of electricity, gas or any other utility with a Neighbourhood Association expires at either the First General Meeting or within 3 years after the date of such agreement pursuant to section 124 of the Management Act.

PART 5 – Requirements of Authorities

43 Requirements of Central Coast Council

- (a) The Community Association must provide to the Central Coast Council and the NSW Fire Brigade an annual fire safety statement signed by a competent and qualified individual which states that all buildings fire equipment complies with the relevant standards of performance as stated in the Australian Standards and Building Codes of Australia and continues to perform to the original design standard.
- (b) An Owner or Occupier must not install, fix, mount or erect any air-conditioning unit or any plant and equipment associated with any air-conditioning unit:
 - (i) on any roof of any building; or
 - (ii) any other location that will be visible from outside of any building.
- (c) This By-law 43 may not be revoked without the consent of the Central Coast Council or its successors.

[Allens Note: further requirements to be included based on feedback from Council and any approvals. Please see By-law 12 regarding the standards for construction and maintenance of Access Ways which are intended for vehicular use.]

Signatures, Consents and Approvals

DATED day of

*Signature/*seal of developer/*developer's authorised agent

*Signature of witness

Name, address and occupation of witness

.....

Certificate of Approval

It is certified:

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

Date:

Signature on behalf of consent authority

**Strike out whichever is inapplicable.*

Schedule 1 – Access Way Plan

[Allens Note: access way plan to be developed and inserted]

Schedule 2 – Community Property Schedule

[Allens Note: insert schedule of community property which is not a Lot or easement. Currently, the Community Property is proposed to include:

- 1. Roads**
- 2. Footpaths**
- 3. Services**
- 4. Landscaping**
- 5. Trees**
- 6. Water features**
- 7. Community seating and lighting**

[As noted above, the Management Act provides for the contributions toward Community Property in accordance with each Member's unit entitlement (which is itself determined in accordance with Schedule 3 of the Development Act). This means that all roads (whether open or closed) will be fully funded from contributions by the members.]

[Allens Note to Doylo: We understand from the indicative concept plans that there is a proposed recreational warehouse and arrivals centre. Is this proposed to be separately managed/leased? Or will it be run by the community?]

Schedule 3 – Community Character

[Allens Note: this is being developed by Doylo alongside the Community Scheme design.] [Allens Note to Doylo: for discussion. These provisions in the CMS can assist in maintaining a consistent character (ie; a 'theme' or 'look and feel') across the whole Community Scheme. This can be particularly relevant if Doylo sells the freehold in any parts of the Community Scheme, in which case these provisions will be one of the few ways in which Doylo will be able to exercise some level of influence over how land within the Community Scheme is developed into the future. The Community Character can be set out in high-level principles, or include very specific standards.]