

# THE MEREWETHER RESIDENCES

## COMMUNITY MANAGEMENT STATEMENT

**[M&A Note:**

- 1. This CMS has been prepared with respect to the legislation current and in force as at 18 August 2021. If the Community Plan has not been lodged for registration prior to the commencement of the Community Land Development Act 2021 and Community Land Management Act 2021 (noting that commencement date for these Act are yet to be proclaimed) then this CMS will be updated to reflect those changes necessary due to the commencement of those Acts.**
- 2. Further amendments may be required once development approval is obtained and the community plan is finalised]**

**\*\*UPDATED 20 SEPTEMBER 2021\*\***

**APPROVED FORM 28**  
**COMMUNITY LAND DEVELOPMENT ACT**

**COMMUNITY MANAGEMENT STATEMENT WARNING**

1. *The terms of this management statement are binding on:*
  - (a) *the Community Association;*
  - (b) *each Subsidiary Body; and*
  - (c) *each person who is an Owner, lessee, Occupier or mortgagee in possession of a Lot.*
2. *Under an agreement entered into between the Proprietor and the Developer, the Proprietor has appointed the Developer to carry out certain activities on behalf of the Proprietor over the land the subject of the Community Scheme.*

## TABLE OF CONTENTS

<b>PART 1: BY-LAWS FIXING DETAILS OF DEVELOPMENT .....</b>	<b>5</b>
1. By-Law 1: Theme of Development.....	5
2. By-Law 2: Development Activities.....	5
3. By-Law 3: Maintenance .....	6
<b>PART 2: RESTRICTED COMMUNITY PROPERTY .....</b>	<b>7</b>
4. By-Law 4: developer's rights over community property.....	7
<b>PART 3: MANDATORY MATTERS .....</b>	<b>9</b>
5. By-Law 5: Open Access Ways or Private Access Ways .....	9
6. By-Law 6: Permitted Uses of and Special Facilities in the Community Lot.....	9
7. By-Law 7: Internal Fencing .....	9
8. By-Law 8: Garbage .....	10
9. By-Law 9: Services .....	11
10. By-Law 10: Insurance.....	12
11. By-Law 11: Executive Committee.....	13
12. By Law 12: Meetings .....	15
<b>PART 4: OPTIONAL MATTERS.....</b>	<b>18</b>
13. By Law 13: Golf Course.....	18
14. By-Law 14: Parking.....	19
15. By-Law 15: Community Association's Rights and Obligations.....	20
16. By Law 16: Obligations of Owners and Occupiers.....	21
17. By Law 17: Rules .....	23
18. By Law 18: Community Management Services Agreement.....	23
19. By-Law 19: Shared facilities .....	25
20. By-Law 20: Changing and adding to Shared Facilities .....	28
21. By-Law 21: Changing the costs for Shared Facilities.....	28

22.	<b>By-Law 22: Changing Shared Facilities and Costs for Shared Facilities DURING the Construction Period .....</b>	<b>29</b>
23.	<b>By-Law 23: Using Approved Contractors .....</b>	<b>30</b>
	<b>PART 5: BY-LAWS REQUIRED BY A PUBLIC AUTHORITY .....</b>	<b>32</b>
24.	<b>By-Law 24: Postal Deliveries and Other Services .....</b>	<b>32</b>
25.	<b>By-Law 25: Stormwater Maintenance Program .....</b>	<b>32</b>
26.	<b>By Law 26: Waste Collection .....</b>	<b>33</b>
	<b>PART 6: DEFINITIONS AND INTERPRETATION .....</b>	<b>34</b>
27.	<b>By-Law 27: Definitions .....</b>	<b>34</b>
28.	<b>By-Law 28: Interpretation .....</b>	<b>38</b>
	<b>Schedule 2 – Shared Facilities Division of Costs .....</b>	<b>45</b>
	<b>Schedule 3 – Shared Facilities Plan.....</b>	<b>47</b>

## **PART 1: BY-LAWS FIXING DETAILS OF DEVELOPMENT**

*These by-laws relate to the control and preservation of the essence or theme of the community scheme and as such may only be amended or revoked by a Unanimous Resolution of the community association (see section 17(2) Community Land Management Act 1989).*

### **1. BY-LAW 1: THEME OF DEVELOPMENT**

#### **Theme**

- 1.1 This By-Law relates to the control and preservation of the essence or theme of the Community Scheme.
- 1.2 The theme of this Community Scheme is to provide a first class golf course and a high quality secure lifestyle for Owners and Occupiers.
- 1.3 The Community Association, Owners and Occupiers:
  - (a) will use their best endeavours to ensure that all activities carried on and within the Community Scheme are consistent with the theme; and
  - (b) will preserve the theme.
- 1.4 This By-Law 1 may only be amended or revoked by a Unanimous Resolution of the Community Association in accordance with the section 17(2) of the Management Act.

### **2. BY-LAW 2: DEVELOPMENT ACTIVITIES**

#### **Development Activities**

- 2.1 Owners and Occupiers acknowledge that the Developer may carry out the Development Activities on the Community Lot and a Lot.

#### **Signs**

- 2.2 The Developer is permitted to place Signs within the Community Scheme while the Developer is carrying out the Development Activities.

### **3. BY-LAW 3: MAINTENANCE**

- 3.1 Upon completion of all Development Activities on a Lot, the Owner or Occupier of a Lot must keep the Lot clean and tidy and in good repair.

#### **Exterior and Garden Maintenance**

- 3.2 Each Owner or Occupier must carry out all maintenance and repairs to the exterior of any buildings on a Lot and to all gardens and grassed areas on the Lot:
- (a) in a proper and workmanlike manner;
  - (b) promptly; and
  - (c) to the reasonably satisfaction of the Community Association.
- 3.3 The Community Association may give a notice to an Owner or Occupier requiring an Owner or Occupier to comply with the terms of this By-law 3. If an Owner or Occupier does not comply with this By-law 3 then the Community Association may exercise its rights under By-law 15.2.

## **PART 2: RESTRICTED COMMUNITY PROPERTY**

*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 54 Community Land Management Act 1989).*

### **4. BY-LAW 4: DEVELOPER'S RIGHTS OVER COMMUNITY PROPERTY**

- 4.1 To enable the Developer to carry out Development Activities on the Community Lot, use of the Community Lot and Service Lines is restricted to the Developer on the terms of this By-Law 4 for so long as the Developer is developing Lot 2.

#### **End of Restricted Use Rights**

- 4.2 Restricted use of the whole or a particular part of the Community Lot and the Service Lines ceases when the Developer serves a notice on the Community Association informing the Community Association that Development Activities for the Community Lot or a particular part of the Community Lot have been completed.

#### **Developer's Rights**

- 4.3 The Developer has all rights necessary to enable the Developer to carry out the Development Activities including the right to:
- (a) unrestricted access by any means and at all times over Community Lot;
  - (b) place on or attach to Community Lot temporary Signs, offices, sheds, depots, building materials, cranes and other equipment;
  - (c) install, connect or alter Services on or within Community Lot;
  - (d) lock or secure part of the Community Lot, provided the Developer ensures that each Owner or Occupier has access to its Lot;
  - (e) attach and place marketing and advertising Signs on the Community Lot;
  - (f) park motor vehicles and equipment on Community Lot; and
  - (g) exercise the rights under this By-law 4.3 at any time.

### **Developer's Obligations**

4.4 The Developer must:

- (a) repair any damage occurring to the Community Lot as a result of Development Activities as soon as practicable after that damage occurs;
- (b) keep interference with the use by Owners and Occupiers to a minimum so far as is consistent with the Development Activities;
- (c) maintain the Community Lot in respect of which the Developer has been granted restricted use rights; and
- (d) on completion of each part of the Development Activities, leave the Community Lot areas in a clean and tidy condition.

### **Development Activities Dust**

4.5 An Owner or Occupier acknowledges that, as a result of the right of the Developer to carry out the Development Activities set out in this By-law 4, an Owner or Occupier will be potentially subjected to noise and dust resulting from the Development Activities.

### **Levies**

4.6 There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this By-law 4.



### **PART 3: MANDATORY MATTERS**

#### **5. BY-LAW 5: OPEN ACCESS WAYS OR PRIVATE ACCESS WAYS**

- 5.1 The Community Association is responsible for the control, management and operation, maintenance and repair of any Open Access Ways.
- 5.2 The Multi-Purpose Pathways are located on the Community Lot and Clubhouse Lot and are for use by Owners, Occupiers and Permitted Persons.
- 5.3 An Owner, Occupier or Permitted Person must:
  - (b) comply with all directions of the Community Association in relation to the Open Access Ways;
  - (c) not do or omit to do an act that results or may result in damage or destruction to any part of the Open Access Ways;
  - (d) not drive Vehicles other than Golf Carts and bicycles on the Multi-Purpose Pathways;
  - (e) not drive Golf Carts other than on the Multi-Purpose Pathways and in the Golf Course;
  - (f) only cross at designated crossing points when driving Golf Carts; and
  - (g) if required by the Roads and Traffic Authority register with the Roads and Traffic Authority any Golf Cart owned or operated by the Owner, Occupier or Permitted Person on the Multi-Purpose Pathways and comply with any other legal requirements regarding the use of Golf Carts on the Multi-Purpose Pathways.

#### **6. BY-LAW 6: PERMITTED USES OF AND SPECIAL FACILITIES IN THE COMMUNITY LOT**

- 6.1 The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Facilities.

#### **7. BY-LAW 7: INTERNAL FENCING**

##### **Restrictions on Construction**

- 7.1 An Owner or Occupier is not permitted to:

- (a) erect any fencing without the approval of the Executive Committee; or
  - (b) replace any fence on a Lot unless:
    - (i) the materials are of the same standard and quality as the fence constructed at the time of registration of the relevant plan; and
    - (ii) the replacement fence is constructed in the same location as the original fence constructed at the time of registration of the relevant plan.
- 7.2 In addition to the approval of the Executive Committee required under By-law 7.1(a), an Owner or Occupier must, if required, obtain the consent of the Council or other Government Agency.

### **Community Lot Fencing**

- 7.3 The Community Association is responsible for the maintenance and replacement of fencing of the Community Lot.
- 7.4 By-law 7.3 does not apply if a person using the Community Lot damages the fencing.

## **8. BY-LAW 8: GARBAGE**

**[M&A Note: subject to finalisation of shared services and garbage collection services]**

- 8.1 Each Owner and Occupier must secure and store the Owner's or Occupier's container for garbage and recyclable materials ("**container**") so that it:
- (a) is not viewable from outside the Lot; and
  - (b) does not emit odours.
- 8.2 Each Owner and Occupier may place the Owner's or Occupier's container, on the nominated garbage collection days, on the Community Lot in a location nominated by the Community Association.
- 8.3 An Owner or Occupier must ensure that the Owner's or Occupier's container is visible from outside that Lot for the minimum time that will permit garbage collection on the nominated garbage collection days which must not exceed 12 hours.

8.4 An Owner or Occupier must comply with any rules or by-laws about garbage collection and the recycling of garbage made by:

- (a) Council; or
- (b) the Community Association.

## **9. BY-LAW 9: SERVICES**

9.1 The following Services may be provided as shown on the Services Plan:

- (a) private Community Association electricity service (marked #);
- (b) private Community Association drainage service (marked #);
- (c) private Community Association sewer service (marked #);
- (d) water service owned by the Service Provider (being the Council) (marked #);
- (e) telecommunication service lines owned by the Service Provider and/or the Community Association (marked #); and
- (f) gas service lines owned by the contracted Service Provider (marked #).

**[M&A Note: subject to finalisation of Services]**

### **Maintenance of Services**

9.2 The Service Providers must maintain and repair the Service Lines under any statutory rights of the Service Provider.

9.3 The Community Association must maintain and repair the Service Lines set out in By-law 9.1 other than those which Service Providers are responsible for under By-law 9.2.

### **Statutory Easements**

9.4 On installation of a Service Line in respect of the Services set out in By-law 9.1, a statutory easement will be created over parts of the Community Lot designated on the Services Plan for the provision of those Services through Service Lines.

## **Position of Service Lines**

9.5 If Service Lines are not installed in the position indicated on the Services Plan, then:

- (a) the Community Association must arrange for the preparation and registration of a further Services Plan showing the Service Lines as installed;
- (b) all members of the Community Association must consent to any later Services Plan; and
- (c) the Community Association must make available all necessary documents, including the certificate of title for the Community Lot, to enable registration of a further Services Plan.

## **10. BY-LAW 10: INSURANCE**

10.1 The Community Association must take out insurances required under the Management Act including the following policies:

- (a) to cover any building or structure on the Community Lot against damage or destruction by fire, lightning, explosion or other prescribed risk;
- (b) under the *Workers Compensation Act 1987* (NSW);
- (c) to cover damage to the Community Lot and for death and bodily injury for which the Community Association could become liable in damages;
- (d) against damages for which the Community Association could become liable because of work done by a voluntary worker;
- (e) to cover accidental injury to, or accidental death of, a voluntary worker;
- (f) 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; and
- (g) insurances required to be taken out by a Government Agency, if any.

10.2 The Community Association must review, on an annual basis:

- (a) all of its insurance; and

- (b) the need for new or additional insurances.
- 10.3 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.
- 10.4 If there is an increase in risk or a new risk to the Community Lot then the Community Association must immediately:
  - (a) effect new insurances; or
  - (b) vary or extend existing insurances.
- 10.5 An Owner or Occupier must obtain the written approval of the Community Association before it does anything that might:
  - (a) void or prejudice the Community Association's insurance; or
  - (b) increase any insurance premium which the Community Association pays.

## **11. BY-LAW 11: EXECUTIVE COMMITTEE**

### **Constitution**

- 11.1 The Executive Committee must be established under the Management Act.
- 11.2 The officers of the Executive Committee are the secretary, treasurer and chairperson.

### **Representation on Executive Committee**

- 11.3 The Owners of the Golf Course Lot and the Clubhouse Lot acknowledge that the Residential Lot Owner has appointed the Seniors Living Operator to represent the Residential Lot Owner on the Executive Committee.
- 11.4 The nomination of the Seniors Living Operator as the proxy for the Residential Lot Owner is a continuing appointment whilst the Seniors Living Operator operates the Seniors Living Village on the Residential Lot.
- 11.5 All voting of the Executive Committee is to be undertaken on a unit entitlement basis.

### **Functions of the Secretary**

- 11.6 The functions of the secretary of the Executive Committee include:

- (a) convening meetings of the Community Association and the Executive Committee;
- (b) preparing and distributing minutes of meetings of the Community Association and the Executive Committee;
- (c) giving a notice on behalf of the Community Association and the Executive Committee required to be given under the Management Act;
- (d) maintaining the Community Association roll;
- (e) supplying certificates setting out details of insurances, contributions and other matters under clause 2 of schedule 4 to the Management Act;
- (f) answering communications addressed to the Community Association or the Executive Committee;
- (g) performing administrative or secretarial functions on behalf of the Community Association and the Executive Committee; and
- (h) keeping records under part 3 of schedule 1 to the Management Act.

#### **Functions of the Treasurer**

11.7 The functions of the treasurer of the Executive Committee include:

- (a) notifying members of the Community Association of contributions levied under the Management Act and collecting those contributions;
- (b) receiving, acknowledging, banking and accounting for any money paid to the Community Association under this Management Statement or the Community Titles Legislation;
- (c) preparing certificates providing details of contributions, insurances and other matters under clause 2 of schedule 4 to the Management Act;
- (d) keeping prescribed accounting records as required under clause 10 of schedule 1 to the Management Act; and
- (e) preparing financial statements as required under clause 11 of schedule 1 to the Management Act.

### **Function of the Chairperson**

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

### **Sub-Committees**

- 11.9 The Executive Committee may appoint one or more sub-committees comprising one or more of its members to:
- (a) conduct investigations;
  - (b) perform duties and functions on behalf of the Executive Committee; and
  - (c) report the findings of the sub-committee to the Executive Committee.

### **No Remuneration**

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

### **Protection of Executive Committee members from liability**

- 11.11 A member of the Executive Committee is not liable for any loss or damage occurring by reason of an act done in that member's capacity as a member of the Executive Committee.
- 11.12 By-law 11.11 does not apply if a member is fraudulent or negligent.

## **12. BY LAW 12: MEETINGS**

- 12.1 Subject to the provisions of the Management Act, the Executive Committee may:
- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as the Executive Committee thinks fit;
  - (b) make decisions on the day to day administration of the Community Association;

- (c) make decisions in relation to applications for consent under the Management Statement; and
- (d) subject to this Management Statement, regularly call a meeting of the Executive Committee.

### **Right of Owner to Attend Meetings**

- 12.2 Subject to By-law 11.3, an Owner or, if the Owner is a corporation, the Owner's nominee, may attend a meeting of the Executive Committee.
- 12.3 That Owner may address the meeting only if the Executive Committee passes a resolution authorising the person to do so.

### **Meeting at Request of Members**

- 12.4 At the request of not less than 1/3 of the members of the Executive Committee, the secretary must convene a meeting.
- 12.5 Subject to By-law 12.4, the secretary must convene the meeting within the period of time specified in the request.
- 12.6 The members must give the secretary more than 7 days to convene the meeting.
- 12.7 If no time is specified in the request, then the secretary must convene the meeting within 14 days of receiving the request.
- 12.8 If the secretary is absent, a member of the Executive Committee must convene the meeting.

### **Out of Meeting Determinations**

- 12.9 Subject to section 38(3) of the Management Act, a resolution is valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held if:
  - (a) the person convening the meeting has observed this Management Statement and the Management Act;
  - (b) each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and



- (c) the resolution has been approved in writing by a majority of members of the Executive Committee.

### **Notices and Minutes of Meetings**

- 12.10 Before each Executive Committee meeting, the Executive Committee must prepare an agenda for the meeting. This agenda must list the business that the Executive Committee will deal with at the Executive Committee meeting.
- 12.11 At least 72 hours before a meeting of the Executive Committee, the Executive Committee must:
  - (a) notify members of the Community Association of the meeting including details of the meeting; and
  - (b) provide each member of the Community Association with a copy of the agenda for the meeting.
- 12.12 If the Community Association has placed a notice board on the Community Lot, then the Executive Committee will have complied with By-law 12.10 if it ensures that the agenda and notice of the meeting are placed on the notice board at least 72 hours before the meeting.
- 12.13 The agenda must list the business that the Executive Committee will deal with at the meeting
- 12.14 The secretary must ensure that:
  - (a) minutes of the Executive Committee are sent to each member of the Community Association within 7 days of the meeting; and
  - (b) that the following are properly kept:
    - (i) agendas and minutes of meetings of the Executive Committee;
    - (ii) records of decisions of the Executive Committee; and
    - (iii) records of notices.
- 12.15 If the secretary is absent, then the chairperson must ensure that the Executive Committee complies with By-law 12.14.

## **PART 4: OPTIONAL MATTERS**

*Amendment to By-laws - These By-laws may only be amended or revoked by a special resolution of the community association (see section 14(3)(C) of the Management Act).*

### **13. BY LAW 13: GOLF COURSE**

#### **Access**

#### **13.1 Owners and Occupiers:**

- (a) acknowledge and agree that they do not have any rights to use the Golf Course unless expressly authorised to do so by the Golf Course Owner;
- (b) must not access or egress the Community Lot over the Golf Course except in accordance with the Golf Course Rules;
- (c) must not object to the use of the Golf Course by Golf Course members or other persons authorised by the Golf Course Operator to use the Golf Course; and
- (d) must comply with the Golf Course Rules in place from time to time when accessing or using the Golf Course.

#### **Damage by Golf Balls**

#### **13.2 Each Owner and Occupier acknowledges that:**

- (a) their Lot is located near the Golf Course; and
- (b) it is possible that golf balls from the Golf Course may damage improvements on their Lot or injure persons.

#### **13.3 Each Owner and Occupier releases the Community Association from liability for loss the Owner or Occupier or other people claiming through the Occupier suffer from golf balls from the Golf Course, whether the loss is caused by the negligence of the Golf Course Operator, the Golf Course Owner or a third party.**

#### **Maintenance of Golf Course**

#### **13.4 The Golf Course Owner and Golf Course Operator acknowledge that the Golf Course is essential to the theme of the Community Scheme.**

- 13.5 The Golf Course Owner and Golf Course Operator must keep and maintain the Golf Course to a standard that is appropriate and customary for a golf course of a championship standard.

#### **Fertiliser Management Plan**

- 13.6 The Golf Course Owner must comply with the Fertiliser Management Plan.

***[M&A Note: Requirement for a Fertiliser Management Plan to be confirmed]***

#### **Social Rights - Food and Beverage**

- 13.7 The Golf Course Lot Owner and the Clubhouse Lot Owner must permit Owners and Occupiers to access any food and beverage facility that is operated from the Golf Course Lot or the Clubhouse Lot, other than during those times that the facility is not made available for general use by invitees of the Golf Course Lot Owner or the Clubhouse Lot Owner.

### **14. BY-LAW 14: PARKING**

- 14.1 An Owner or Occupier must not park:

- (a) a Vehicle;
- (b) a Golf Cart;
- (c) a boat, trailer;
- (d) a caravan; or
- (e) any other towable item,

on any part of the Community Lot.

- 14.2 No Owner's or Occupier's Vehicle with a gross weight in excess of 3 tonnes is permitted to stand on any part of the Community Lot.

#### **Car washing**

- 14.3 No Owner or Occupier may wash Vehicles anywhere within the Community Lot other than in an area expressly designated by the Executive Committee for the washing of Vehicles.

## **Repairs**

- 14.4 An Owner or Occupier must not undertake repairs to any Vehicles or Golf Carts on the Community Lot or on any part of a Lot that is visible from outside that Lot or the Community Lot.

## **15. BY-LAW 15: COMMUNITY ASSOCIATION'S RIGHTS AND OBLIGATIONS**

### **Contracts**

- 15.1 The Community Association may contract with persons to provide:
- (a) management, operational, maintenance and other services for Community Lot;
  - (b) Services or amenities to the Owners or Occupiers; and
  - (c) Services or amenities to the Community Lot.

### **Remedy**

- 15.2 The Community Association may do anything on a Lot:
- (a) which should have been done by an Owner or Occupier under this Management Statement but which has not been done or has not been done properly; or
  - (b) to comply with this Management Statement, including remedying, removing or restoring anything on that Lot which breaches this Management Statement.
- 15.3 If By-law 15.2 applies, the Community Association is entitled to:
- (a) enter and remain on the Lot for as long as it is necessary; and
  - (b) recover any costs associated with carrying out works under this Management Statement from the Owner of the Lot.

### **Trading Activities**

- 15.4 The Community Association may, for the purpose of exercising and performing its functions, carry on a business or trading activity (eg farmers markets).
- 15.5 If the Community Association carries on business or trading activity, then the Community Association:

- (a) must pay into the sinking fund of the Community Association income derived by the Community Association from its business or trading activities;
  - (b) must estimate how much money the Community Association will need to credit to the sinking fund of the Community Association;
  - (c) must levy each member for a contribution to meet expenses associated with carrying on a business or trading activities; and
  - (d) may distribute any net profit derived by the Community Association from carrying on a business or trading activities in accordance with clause 17 of schedule 1 to the *Management Act*.
- 15.6 If the Community Association suffers a net loss from carrying on its business or trading activities, then the Community Association must impose a levy on each member for a contribution to the sinking fund in order to meet the amount of the net loss.

#### **Not Liable for Damage**

- 15.7 The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Lot due to any cause.
- 15.8 By-law 15.7 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.

#### **Communications with Community Association**

- 15.9 A person must forward complaints, notices or applications to or requests for consideration of matters by the Community Association in writing:
- (a) to the Managing Agent of the Community Association; or
  - (b) if there is no Managing Agent, to the secretary of the Executive Committee.

### **16. BY LAW 16: OBLIGATIONS OF OWNERS AND OCCUPIERS**

#### **Compliance with Requirements, Orders and Notices**

- 16.1 An Owner or Occupier must comply on time with:
- (a) each requirement and orders of each Government Agency;

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

### **Contractors**

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

### **Use**

- 16.3 An Owner or Occupier must not do any of the following on either that Owner's or Occupier's Lot or on the Community Lot:
- (a) engage in indecent conduct or any entertainment of a demoralising character;
  - (b) engage in any illegal conduct or activity; or
  - (c) do anything that might damage the good reputation of the Community Scheme.

### **Permitted Persons**

- 16.4 An Owner or Occupier must take all reasonable steps to ensure that a Permitted Person complies with this Management Statement.
- 16.5 If an Owner or Occupier cannot comply with By-law 16.4, then that person must:
- (a) withdraw the consent of the person to be on the Community Lot; and
  - (b) request that person to leave the Community Lot.
- 16.6 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.
- 16.7 An Owner or Occupier must compensate the Community Association for any loss or damage to the Community Lot that is caused or contributed to by a Permitted Person on the Community Lot with the consent of that Owner or Occupier.

## **Lessees/Licensees**

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

## **Things done at Owner's or Occupier's cost**

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

## **17. BY LAW 17: RULES**

- 17.1 The Community Association may make, and at any time add to, Rules for the control, management, operation, use and enjoyment of the Community Lot.
- 17.2 The Rules must be consistent with:
- (b) the Management Act;
  - (c) the Development Act;
  - (d) all Laws; and
  - (e) this Management Statement.
  - (f) the terms of the Development Consent.
- 17.3 The Rules bind an Owner, Occupier, mortgagee in possession of a Lot, lessee of a Lot and a Permitted Person.

## **18. BY LAW 18: COMMUNITY MANAGEMENT SERVICES AGREEMENT**

### **Entry during Initial Period**

- 18.1 During the Initial Period, the Community Association intends to enter into a community management services agreement.

18.2 The effect of the community management services agreement is disclosed for the purposes of section 24(2)(a) of the Management Act in this By-law.

### **Parties**

18.3 The parties to the agreement will be:

- (a) the Community Association; and
- (b) the Manager.

### **Term**

18.4 The term of the agreement will be 1 year.

### **Duties**

18.5 The duties of the Manager may include:

- (a) the usual administrative managing agent duties, including:
  - (i) convening and chairing meetings of the Community Association;
  - (ii) the preparation and arrangement of insurance policies, valuations and renewals;
  - (iii) the preparation and distribution of notices and minutes and the provision of secretarial services for general and extraordinary general meetings and Executive Committee meetings;
  - (iv) the enforcement of the by-laws of the Community Association;
  - (v) the conduct of dispute resolution procedures;
  - (vi) the provision of accounting services;
- (b) the supervision of the cleaning, caretaking, security, supervision, service, general repair and maintenance or renewal and replacement of:
  - (i) the Community Lot;



- (ii) Common Property use of which is restricted to the Community Association;  
or
  - (iii) any personal property vested in the Community Association; and
- (c) for the operational and management of the Community Association

### **Remuneration**

- 18.6 The Manager's fee (net of disbursements including postage, copying, facsimiles) must not exceed a fair market rate for the term of the agreement.

### **Assignment**

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

### **Termination**

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

### **Additional Management Agreements**

- 18.9 After the termination of the agreement, the Community Association is empowered to enter into agreements with third parties for the provision of services similar to or in addition to the duties of the Manager set out in By-law 18.5.

## **19. BY-LAW 19: SHARED FACILITIES**

***[M&A Note: Since the parties are going to be sharing access to the basement car park and some of the services in the community lot and car park there needs to be a list of these shared facilities in the CMS as they need to be managed by the Community Association. These Shared Facilities will include but not limited to ventilation & lighting in the car park, any communal electricity, water, telecommunication, gas or sewage services in the basement, storage & disposal of***

**waste, building insurance, fire control system etc. Final drafting to be determined once more details design completed].**

## **Overview**

- 19.1 A number of facilities and services located in the Community Lot and the Basement are used by the Clubhouse Lot and the Residential Lot. A list of these Shared Facilities (with a description of each) and the respective Lot who is entitled to use such Shared Facility is set out in Schedule 1.

### **What do Shared Facilities include?**

Subject to Schedules 1 and 2, Shared Facilities and costs for Shared Facilities include:

- (a) plant and equipment which constitute a Shared Facility;
- (b) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service a Lot;
- (c) any rooms or areas in which Shared Facilities are located;
- (d) the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (e) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (f) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (g) the inspection of Shared Facilities (if applicable) by a Government Agency; and
- (h) the certification of Shared Facilities in accordance with the Law.

### **Access routes to Shared Facilities**

- 19.2 Subject to this Management Statement, a Shared Facility includes any part of the Basement giving access to and egress from a Shared Facility by the most direct route.

### **Rights and obligations of the Executive Committee**

- 19.3 Subject to this By-law 19, the Executive Committee must operate, manage, control, maintain, repair and replace Shared Facilities.

### **Service Contractors**

- 19.4 The Executive Committee may appoint and contract with parties to perform its functions in relation to Shared Facilities.

### **Who may use Shared Facilities?**

- 19.5 This Management Statement and the column titled "Lot Owner Benefited" in Schedule 1 may specify which Owner is entitled to use each Shared Facility. If the use of a Shared Facility is not restricted, the Shared Facility is available for use by each Owner and Occupier.

### **When can the Shared Facilities be used?**

- 19.6 If an Owner or Occupier is entitled to use a Shared Facility, the Owner or Occupier may do so at all times unless this Management Statement specifies otherwise.

### **How to apportion costs for Shared Facilities**

- 19.7 The Executive Committee must levy Owners for contributions towards the costs of Shared Facilities in accordance with Schedule 2. If there is no apportionment for the cost of a Shared Facility in Schedule 2 and costs are incurred for that Shared Facility, the Executive Committee may determine the apportionment by Unanimous Resolution.

### **Obligations of Owners to pay for Shared Facilities**

- 19.8 An Owner must pay its proportion of the costs for Shared Facilities according to Schedule 2 or according to a determination made by the Executive Committee if there is no provision in Schedule 2.

### **Easements**

- 19.9 Some of the Shared Facilities may be the subject of Easements. The Executive Committee and each Owner agrees in favour of each grantor to perform the functions and exercise the rights of the grantor according to the relevant Easement. Each grantor

agrees that the Executive Committee may exercise the rights and perform the functions of the grantor under the relevant Easement.

## **20. BY-LAW 20: CHANGING AND ADDING TO SHARED FACILITIES**

### **Powers of the Executive Committee**

20.1 The Executive Committee may, by Unanimous Resolution:

- (a) add Shared Facilities if it identifies new Shared Facilities;
- (b) create new Shared Facilities;
- (c) change existing Shared Facilities;
- (d) change the use of existing Shared Facilities;
- (e) modify or replace existing Shared Facilities;
- (f) extend Shared Facilities;
- (g) remove redundant Shared Facilities; and
- (h) determine a charge for a Shared Facility where Schedule 2 does not make provision for a charge.

### **Obligations of Owners**

20.2 An Owner must agree to amend Schedules 1 and 2 to reflect anything the Executive Committee resolves to do under this By-law 20.

## **21. BY-LAW 21: CHANGING THE COSTS FOR SHARED FACILITIES**

### **Powers of the Executive Committee**

21.1 The Executive Committee may, by Unanimous Resolution, change costs, add new costs or adjust the division of costs for Shared Facilities in Schedules 1 and 2 if:

- (a) the Executive Committee resolves to deal with Shared Facilities under By-law 20;
- (b) it more fairly divides costs for Shared Facilities;

- (c) the Basement changes;
- (d) the Executive Committee identifies new Shared Facilities;
- (e) the use of Shared Facilities changes;
- (f) Shared Facilities are repaired, modified or replaced; or
- (g) anything else happens which affects the costs or apportionment of costs for Shared Facilities.

#### **Reason for exercising powers**

21.2 The Executive Committee may change the costs, add new costs or adjust the division of costs for Shared Facilities only if:

- (a) the costs for Shared Facilities will be more fairly divided; and
- (b) the fairness of the division of costs is supported by at least one expert consultant report (unless all Owners agree to waive this requirement).

#### **Obligations of Owners**

21.3 A Owner must agree to amend Schedules 1 and 2 to reflect anything the Executive Committee resolves to do under this By-law 21.

### **22. BY-LAW 22: CHANGING SHARED FACILITIES AND COSTS FOR SHARED FACILITIES DURING THE CONSTRUCTION PERIOD**

#### **Developer's Rights**

22.1 This by-law applies during the Construction Period.

22.2 The Owners acknowledge:

- (a) it may be necessary to alter, amend, delete or add to the Shared Facilities or the costs for the Shared Facilities to more accurately reflect the arrangements in connection with the Shared Facilities and the costs thereof as a result of the Development Activities; and
- (b) any such change may require this Management Statement to be amended and an amendment to the statement registered at the NSW Land Registry Services.

22.3 Notwithstanding By-laws 20 and 21, during the Construction Period, the Owners agree not to object to any such change or amendment recommended by the Developer and will be regarded as having consented to:

- (a) any such change to the Shared Facilities or costs of the Shared Facilities; and
- (b) any amendment of this Management Statement, which may be recommended by the Developer.

22.4 An Owner is not obligated to agree to any changes to the Shared Facilities or division of costs of any Shared Facility if the change would result in that Owner not having access to a Shared Facility which it would have had but for the change.

### **23. BY-LAW 23: USING APPROVED CONTRACTORS**

#### **Overview**

23.1 Many of the Shared Facilities in the Basement are highly technical and affect other components in the buildings of which the Basement forms part of. As a result:

- (a) the Shared Facilities must be maintained to a high standard; and
- (b) only contractors and consultants approved by the Executive Committee may maintain or replace Shared Facilities.

#### **Obligations of the Executive Committee**

23.2 The Executive Committee must:

- (a) appoint and make sure that contractors and consultants approved by it are always available to maintain Shared Facilities; and
- (b) give each Owner a list of current approved contractors and consultants.

#### **Approving contractors**

23.3 The Executive Committee may make a decision to approve a contractor or consultant in its absolute discretion.

23.4 In making a decision, the Executive Committee must act reasonably and without delay.

#### **Obligations of Owners, Owners and Occupiers**

23.5 Owners and Occupiers must use approved contractors for all work described in this By-law 23.

**Damage to Shared Facilities**

23.6 Owners and Occupiers must:

- (a) obtain consent from the Executive Committee to make alterations to Shared Facilities;
- (b) use Shared Facilities only for their intended purposes;
- (c) immediately notify the Executive Committee about any damage to or a defect in a Shared Facility; and
- (d) compensate the Executive Committee for any damage to Shared Facilities caused by the Owner or Occupier or visitors or persons doing work on a Community Development Lot on the behalf of an Owner or Occupier.

## **PART 5: BY-LAWS REQUIRED BY A PUBLIC AUTHORITY**

*Amendments to By-laws - These By-laws have been made at the request of a Public Authority.  
These By-laws may only be amended or revoked by special resolution of the Community Association  
and with the consent of the Public Authority.*

### **24. BY-LAW 24: POSTAL DELIVERIES AND OTHER SERVICES**

- 24.1 The Community Association must permit Australia Post and other providers of services to pass over the Open Access Ways on foot or with vehicles (and remain on the Community Lot for reasonable periods of time) for the purposes of providing their services.
- 24.2 The Community Association releases Australia Post from any liability for damage or injury to the Open Access Ways caused or contributed to by Australia Post in exercising the rights granted in By-law 24.1 except to the extent that that damage or injury is caused or contributed to by the negligence of Australia Post.
- 24.3 This by-law may not be amended or revoked without the consent of Australia Post and this by-law operates as a covenant in favour of Australia Post.

### **25. BY-LAW 25: STORMWATER MAINTENANCE PROGRAM**

- 25.1 The Community Association and the Golf Course Owner must comply with the Stormwater Maintenance Program.
- 25.2 For the purpose of this by law Stormwater Maintenance Program means the Stormwater Maintenance Program incorporated into this Management Statement as Schedule 5.
- 25.3 Each Lot Owner will be responsible for the maintenance of all roof collection and guttering within their own Lot.
- 25.4 Each Lot Owner will be required to contribute financially to the maintenance of stormwater infrastructure in accordance with Schedule 2.
- 25.5 Dam maintenance will be the responsibility of the Golf Couse Lot exclusively.
- 25.6 This by-law may only be amended or revoked with the formal consent of Council.



## **26. BY LAW 26: WASTE COLLECTION**

- 26.1 The Community Association must permit waste collection contractors to do all things reasonably necessary and to enter, go, pass and re-pass over the Community Lot for the purpose of collection of waste, with or without vehicles or both.
- 26.2 Where the waste collection contractor is a Council waste contractor, the Community Association:
- (a) indemnifies Council's waste contractors in respect of any damage to Open Access Ways in the collection of waste, except where such damage is caused by or contributed by the negligence of Council or Council's waste contractors; and
  - (b) if required by Council, shall enter into a Deed of Release and Indemnity to reflect the terms of this By-Law in terms satisfactory to Council;
- 26.3 This By-Law may only be amended or revoked with the consent of Council.

## PART 6: DEFINITIONS AND INTERPRETATION

### 27. BY-LAW 27: DEFINITIONS

#### Statutory Definitions

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

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

#### Further Definitions

27.2 Unless a contrary intention appears, in this Management Statement these terms (in any form):

- (a) **Access Way Plan** means the diagram showing the access ways forming part of this Management Statement;
- (b) **Basement** means the basement of the building located on the Clubhouse Lot and the Residential Lot.
- (c) **Basement Access Way** means the ramp and landing access way located on the Clubhouse lot for use by both the Residential Lot and Clubhouse Lot
- (d) **Clubhouse Lot** means the Community Development Lot [3].
- (e) **Clubhouse Lot Owner** means the Owner of the Clubhouse Lot.
- (f) **Community Association** means the community association constituted on registration of the Community Plan.
- (g) **Community Development Lot** means a lot that is not:
  - (i) the Community Lot; or
  - (ii) severed from the Community Scheme.
- (h) **Community Facilities** includes the following which are constructed or are to be constructed on the Community Lot:

- (i) [Multi-Purpose Pathway];
- (ii) [Landscaped areas];
- (iii) [Bin Service Area]
- (iv) [Entry Statement]; and
- (v) [Access Road].

**[M&A Note: to be confirmed]**

- (i) **Community Lot** means Lot [1] in the Community Plan and includes the Community Facilities.
- (j) **Community Plan** means the community plan registered with this Management Statement creating the Community Lot and the Community Development Lots.
- (k) **Community Scheme** means the community scheme constituted on registration of the Community Plan.
- (l) **Construction Period** means the period commencing on the date of this Management Statement and ending on the date on which the last of the Development Activities is completed.
- (m) **Council** means Newcastle City Council.
- (n) **Developer** means Third Age Merewether Pty Ltd ACN 632 542 566 or its nominee.
- (o) **Development Act** means the *Community Land Development Act 1989 (NSW)*.
- (p) **Development Activities** means:
  - (i) any form of demolition work, building work and work ancillary to or associated with building work in the Community Scheme including, without limitation, the installation, removal, repair and maintenance of Services;
  - (ii) any form of landscaping work or work ancillary to or associated with landscaping work in the Community Scheme;

- (iii) any form of demolition work, building work and work ancillary to or associated with the Development Consent; which the Developer, in its absolute discretion, considers is necessary or desirable; and
  - (iv) the subdivision of land forming part of the Community Scheme.
- (q) **Development Consent** means development approval numbered [1] dated [1] granted by Council as amended from time to time.
- (r) **Entry Statement** means the entry statement which is or is to be constructed on the Community Lot.
- (s) **Fertiliser Management Plan** means the plan set out in Schedule 4.
- (t) **Golf Cart** a golf cart authorised by the Golf Course Rules for use on the Golf Course Lot.
- (u) **Golf Course Lot** means the Community Development Lot [2].
- (v) **Golf Course Lot Owner** means the Owner of the Golf Course Lot.
- (w) **Golf Course Rules** the rules in place from time to time as determine by the Golf Course Lot Owner governing the use of the Golf Course Lot.
- (x) **Government Agency** a governmental or semi-government, administrative, fiscal or judicial department or entity, a statutory authority or the Council.
- (y) **Landscaped Areas** means the gardens and landscaped areas which are or are to be constructed in lot [1] in the Community Plan.
- (z) **Law** includes:
  - (i) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
  - (ii) a requirement, notice, order or direction received from or given by a statutory, public or other competent authority.
- (aa) **Lot** means a Community Development Lot.
- (bb) **Management Act** means the *Community Land Management Act 1989* (NSW).

- (cc) **Management Statement** means this community management statement.
- (dd) **Manager** the manager appointed in accordance with By-law 18.
- (ee) **Managing Agent** means an agent appointed under section 50 of the Management Act.
- (ff) **Multi-Purpose Pathway** means the crossing and pathway, located on the Community Lot & Clubhouse Lot for use by Owners, Occupiers and Permitted Persons whether by foot, Golf Cart or bicycle.
- (gg) **Occupier** means any person in lawful occupation of a Lot.
- (hh) **Open Access Ways** means the open access ways shown on the Access Way Plan which are or will be constructed on the Community Lot.
- (ii) **Owner** means a person for the time being recorded in the register as entitled to an interest in fee simple in a Lot.
- (jj) **Permitted Person** a person with the express or implied consent of an Owner or Occupier.
- (kk) **Proprietor** means Merewether Golf Club Ltd ACN 000 978 003.
- (ll) **Rules** the rules made under this Management Statement.
- (mm) **Seniors** means persons over the age of 55.
- (nn) **Residential Lot** means the Community Development Lot [4].
- (oo) **Residential Lot Operator** means the Operator of the Residential Lot from time to time.
- (pp) **Seniors Living Village** means the seniors living village to be built on the Residential Lot by the Developer.
- (qq) **Service** means:
  - (i) the supply of water, gas, electricity, artificially heated or cooled air;
  - (ii) the provision of sewerage and drainage;

- (iii) transmission by telephone, radio, television, satellite or other means; and
- (iv) any other facility, supply or transmission.
- (rr) **Service Line** means a pipe, wire, cable, duct, conduit or pole by means of which a Service is, or is to be, provided.
- (ss) **Services Plan** the diagram forming part of this Management Statement.
- (tt) **Service Provider** a statutory or Government Agency that provides a Service.
- (uu) **Sign** means any sign, placard, banner, notice or advertisement.
- (vv) **Vehicle** includes a boat, trailer, caravan, car or any other towable item.

## 28. BY-LAW 28: INTERPRETATION

### Construction

28.1 In this Management Statement a reference to:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) other parts of speech and grammatical forms of a defined word or phrase have a corresponding meaning;
- (d) a month or monthly means calendar month or calendar monthly;
- (e) a quarter means calendar quarter;
- (f) a person includes:
  - (i) a corporation, partnership, joint venture and government body;
  - (ii) the legal representatives, successors and assignees of that person; and
  - (iii) where the context permits, the employees, agents, contractors and invitees of that person;
- (g) document includes a reference to that document as amended or replaced;

- (h) a thing includes a part of that thing and includes a right;
- (i) a by-law, attachment or annexure, means a by-law, schedule of, or an attachment or annexure to this Management Statement;
- (j) a Law includes all Law amending, consolidating or replacing them;
- (k) a document is a reference to a document of any kind including an agreement in writing, a certificate, a notice or an instrument;
- (l) a provision of this Management Statement is not to be construed against a party solely on the ground that the party is responsible for the preparation of this Management Statement or a particular provision;
- (m) an asset includes all property of any nature including a business, a right, a revenue and a benefit;
- (n) a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority;
- (o) the president of a body or authority means, in the absence of a president the senior officer of the body or authority or any other person fulfilling the duties of the president;
- (p) '\$', 'A\$', 'Australian dollars' or 'dollars' is a reference to the lawful tender of the Commonwealth of Australia; and
- (q) 'including' and similar expressions are not words of limitation.

### **Parties bound jointly and individually**

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

### **Headings**

28.3 Headings and balding are for guidance only and do not affect the construction of this Management Statement.

28.4 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.

### **Severability**

28.5 If the whole or any part of a provision of a by-law is void, unenforceable or illegal:

- (a) it is severed; and
- (b) the remainder of these by-laws have full force and effect.

28.6 By-law 28.5 has no effect if the severance alters the basic nature of this Management Statement or is contrary to public policy.

### **Community Association Approval**

28.7 A person must make an application for approval of the Community Association or the Executive Committee under this Management Statement in writing.

28.8 Subject to an express provision in this Management Statement, the Community Association and the Executive Committee may in their absolute discretion:

- (a) give approval conditionally or unconditionally; or
- (b) withhold their approval.

28.9 Subject to an express provision in this Management Statement or any provision of the Community Titles Legislation, consents by the Community Association under this Management Statement may be given by:

- (a) the Community Association at a general meeting; or
- (b) the Executive Committee at an Executive Committee meeting.

### **Community Association Exercise of Rights**

28.10 The Community Association may exercise a right, power or remedy:

- (a) at its discretion; and
- (b) separately or concurrently with another right, power or remedy.



28.11 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.

28.12 Failure by the Community Association to exercise or delay by the Community Association in exercising a right, power or remedy does not prevent its exercise later.

## SIGNATURES AND APPROVAL

### Execution by the original proprietor

**EXECUTED** as a deed by **MEREWETHER** )  
**GOLF CLUB LTD ACN 000 978 003** in )  
accordance with its Constitution and )  
Section 127 of the *Corporations Act* 2001 )  
by being signed by: )

Signature: .....

Name: .....  
PLEASE PRINT

**Director**

Signature: .....

Name: .....  
PLEASE PRINT

**Director/Secretary \***

\* Delete as appropriate

### Certificate of Approval

It is certified:

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

Date: .....

Execution of consent authority on behalf of Newcastle City Council.

## SCHEDULE 1

### SHARED FACILITIES

**[M&A Note: To be Confirmed]**

SF ID	Shared Facility	User of Shared Facility
SF[*]	Car Park Access Ways (As per Access Way Plan)	Clubhouse Lot and Residential Lot
SF[*]	Basement Access Ways	Clubhouse Lot and Residential Lot
SF[*]	On Site Detention and Rainwater System	Residential Lot
SF[*]	Loading Dock	Clubhouse Lot
SF[*]	Essential Fire Services, including Fire Control Room	Clubhouse Lot and Residential Lot
SF[*]	Switchboard/room	Clubhouse Lot and Residential Lot
SF[*]	Subsurface drainage and stormwater installation	Clubhouse Lot and Residential Lot
SF[*]	Gas Meter room	Clubhouse Lot and Residential Lot
SF[*]	Letterboxes	Clubhouse Lot and Residential Lot
SF[*]	Car Park Ventilation system	Clubhouse Lot and Residential Lot
SF[*]	Substation	Clubhouse Lot and Residential Lot
SF[*]	Site Water meter	Clubhouse Lot and Residential Lot
SF[*]	Hydraulic Risers	Clubhouse Lot and Residential Lot
SF[*]	Capital works fund	Clubhouse Lot and Residential Lot

SF ID	Shared Facility	User of Shared Facility
SF[*]	Insurance	Clubhouse Lot and Residential Lot
SF[*]	Facilities Manager	Clubhouse Lot and Residential Lot
SF[*]	Water and Sewerage consumption for shared facilities	Clubhouse Lot and Residential Lot
SF[*]	Electricity for Shared Services	Clubhouse Lot and Residential Lot
SF[*]	Security Surveillance equipment	Clubhouse Lot and Residential Lot
SF[*]	Pest Control	Clubhouse Lot and Residential Lot

## SCHEDULE 2 – SHARED FACILITIES DIVISION OF COSTS

SF Id.	Shared Facility	Method of Apportioning Costs	Summary of Costs
SF[*]	Car Park Access Ways (As per Access Way Plan)	50/50 split between residential lot and clubhouse lot	Cleaning, Globes, Linemarking, Signage, repairs within car park, budget car park pressure cleans, maintenance costs
SF[*]	Basement Access Ways	50/50 split between residential lot and clubhouse lot	Cleaning, Globes, Linemarking, Signage, repairs within car park, budget car park pressure cleans, maintenance costs
SF[*]	On Site Detention and Rainwater System	Relevant Lot Owner responsible for maintenance of roof collection system, pipes to any tanks and guttering Residential Lot responsible for all other cost	Maintenance costs
SF[*]	Loading Dock	50/50 split between residential lot and clubhouse lot	Linemarking, cleaning, lift
SF[*]	Essential Fire Services, including Fire Control Room	Total no. of carspaces per lot / Total car spaces	All fire system up to the ground floor, annual contract for inspection/maintenance
SF[*]	Switchboard/room	GFA	Equipment, cleaning, globes
SF[*]	Subsurface drainage and stormwater installation	GFA	Drainage, Pumps, roof hydraulics, swails, riprap, raingardens, sediment basin, and all associated maintenance costs (dams excluded)
SF[*]	Gas Meter room	GFA	Minimal costs associated - costs for use borne by members, along with exclusive pipework
SF[*]	Letterboxes	No. of letterboxes / Total letterboxes	Minimal costs associated until replacement
SF[*]	Car Park Ventilation system	Total no. of car spaces per lot / Total car spaces (basement level)	Maintenance costs

SF Id.	Shared Facility	Method of Apportioning Costs	Summary of Costs
SF[*]	Substation	GFA	Minimal costs associated – Essential Energy concern
SF[*]	Site Water meter	GFA	Minimal costs associated
SF[*]	Hydraulic Risers	GFA	Located ground floor - minimal costs associated
SF[*]	Capital works fund	Based on capital replacement of specified shared facilities	CW funds requirements
SF[*]	Insurance	Value of each Lot	
SF[*]	Facilities Manager	GFA	Management services in relation to shared facilities
SF[*]	Cleaning	GFA	Cleaning of all areas where all members are benefitted
SF[*]	Water and Sewerage consumption for shared facilities	GFA	Costs for water consumption of shared facilities
SF[*]	Electricity for shared Services	GFA	Costs for electricity consumption of shared facilities
SF[*]	Security Surveillance equipment	GFA/Camera locations?	CCTV system
SF[*]	Pest Control	GFA	Pest Control of shared areas

## **SCHEDULE 3 – SHARED FACILITIES PLAN**

## SCHEDULE 4

### FERTILISER MANAGEMENT PLAN

***[M&A Note: To be discussed / finalised]***



## SCHEDULE 5

### STORMWATER MANAGEMENT PLAN

***[M&A Note: To be discussed / finalised]***