

Approved Form 28

Community Land Development Act 2021
Community Land Management Act 2021

COMMUNITY MANAGEMENT STATEMENT

WARNING

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

PARTIES BOUND

- A. The terms of this Management Statement are binding on:
- (a) the Community Association; and
 - (b) each person who is an Owner, lessee, Occupier or mortgagee in possession of a Lot.
- B. An Owner or Occupier of a Lot is bound by the terms of this Management Statement.

1. DEFINITIONS AND INTERPRETATION

Statutory Definitions

- 1.1 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) is used but not defined in this Management Statement.

Further Definitions

- 1.2 in this Management Statement these terms mean:

"Administrator" means the person appointed to that position from time to time in accordance with by law 5.8.

"Annual General Meeting" means an annual general meeting of the Community Association;

"Architectural Standards" means the architectural and design standards prescribed under this Management Statement by the Community Association for the Community Development Lots as amended from time to time by the Community Association;

"Business Days" means a day that is not a Saturday, Sunday or public holiday in New South Wales.

"By-law" has the meaning given to it in the Management Act;

"Club" means the Tuggerah Lakes Memorial Club Limited and any successor in title to Lot 3 in the Community Plan which is a Registered Club;

"Common Property" means the common property of the Community Association being Lot 1 in the Community Plan;

"Community Association" means the community association constituted on registration of the Community Plan;

"Community Development Lot" means a Lot that is not:

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

"Community Facilities" means any facilities in the Community Parcel that are identified on the Community Plan or determined at any time to be such by Ordinary Resolution of the Community Association.

"Community Parcel" means Lots 1-4 in the Community Plan and any other land that may subsequently be added to the Community Scheme;

"Community Plan" means the community plan with which this Management Statement is registered, being deposited plan 271196;

"Community Property" means Lot 1 in the Community Plan ;

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

"Community Titles Legislation" means the Development Act, the Management Act, the regulations to those Acts and any related legislation, as amended from time to time;

"Council" means the Central Coast Council;

"DA Requirements" means the requirements and conditions imposed by Development Approval no 197/2018 issued by Central Coast Council.

"DCP" means the Central Coast Council development control plan;

"Community Plan" means deposited plan registered at LRS No. 271196;

"Developer" means an entity nominated by the Original Proprietor under by law 1.5 to conduct Development Activities in succession to, and to the exclusion of, the Original Proprietor in relation to a Lot.

"Development Act" means the *Community Land Development Act 2021*;

"Development Activities" means anything to be done in connection with development in the Community Parcel as from time to time as required by the entity holding the Development Rights, including:

- (a) any form of demolition work, excavation work, landscaping work and building work or work ancillary to or associated with demolition work, excavation work, landscaping work and building work including, without limitation, the installation, removal, repair and maintenance of Services;
- (b) any form of work other than the forms of work referred to in paragraph (a) of this definition which is considered necessary or desirable by the proprietors for the time being of Lot 3 and Lot 4 in the Community Plan;
- (c) the subdivision, conversion, severance and dedication of land forming part of the Community Parcel; and
- (d) Selling and leasing activities.

"Development Right Lots" means Lot 3 and Lot 4;

"Development Rights" means the right and authority to undertake the Development Activities on and in respect to a Development Right Lot;

"Development Rights Holder" means the entity appointed as Developer by the Original Proprietor pursuant to By-law 1.6 to hold any of the Development Rights, except where that appointment has been withdrawn by the Original Proprietor;

"Development Right Lot" means either Lot 3 or Lot 4 in the Community Plan;

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

"Garbage" means waste of all kinds, including waste which is capable of being recycled;

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

"Government Agency" means a governmental or semi-government, administrative, fiscal or judicial department or entity, a statutory authority or a local council;

"Hotel" means the hotel at the date of this community management statement occupying Lot 2 of the Community Plan;

"Initial Subdivision" means the subdivision that resulted in the creation of the Community Scheme;

"Landscape Standards" means the landscape standards prescribed under this Management Statement from time to time for Lots;

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

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

"LRS" means Land Registry Services NSW;

"Maintain" includes keep clean and tidy, maintain in good and serviceable condition, repair as necessary and replace as necessary;

"Management Act" means the *Community Land Management Act 2021*;

"Management Statement" means this Management Statement registered with the Community Plan as amended under the Community Titles Legislation;

"Managing Agent" means a person appointed as managing agent of the Community Association under Part 4 of the Management Act;

"Neighbourhood Management Plan" means the neighbourhood management statement registered with a Neighbourhood Plan;

"Neighbourhood Plan" means a neighbourhood plan that subdivides a Lot or a Precinct Development Lot;

"Neighbourhood Scheme" means a Neighbourhood scheme created on the registration of a Neighbourhood Plan;

"Occupier" means a lessee, licensee or other person, not being an Owner that is in lawful occupation of a Lot;

"Ordinary Resolution" means a resolution passed:

- (a) except on a poll – by a majority in number of the votes cast; or

(b) on a poll – by a majority in value of the votes cast;

"Original Proprietor" means Tuggerah Lakes Memorial Club Limited ACN 001 038 400 and any successor in title as registered proprietor of Lot 3 in the Community Plan;

"Owner" means:

- (a) a person registered or entitled to be registered as proprietor;
- (b) a mortgagee in possession; or
- (c) a covenant charge in possession,
of a Lot;

"Owners Corporation" means the body corporate constituted and established under a Strata Plan;

"Permitted Persons" means a person on the Community Parcel with the express or implied consent of:

- (a) an Owner or Occupier;
- (b) the Community Association or the Executive Committee;
- (c) the Managing Agent;
- (d) a Subsidiary Body or the Executive Committee of a Subsidiary Body; or
- (e) a Government Agency;

"Precinct Association" means the precinct association constituted and established on the registration of a Precinct Plan;

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

- (a) Precinct Property, a public reserve or a drainage reserve;
- (b) land that has become a part of a Subsidiary Body Scheme; or
- (c) a lot that has been severed from the Precinct Scheme;

"Precinct Management Statement" means the precinct management statement registered with a Precinct Plan;

"Precinct Plan" means a precinct plan that subdivides a Lot;

"Precinct Property" means the lot shown in the Precinct Plan as precinct property;

"Private Services" means a Service not provided by a Government Agency;

"Registered Club" means a registered club as defined in the *Registered Clubs Act NSW 1976*;

"Restricted Community Property By-law" means a By-law the effect of which is the use of a part of Community Property identified in the By-laws as restricted to the person named in that By-law;

"Restricted Community Property" means a part of Community Property the use of which is restricted under the Restricted Community Property By-law;

"Restricted Subsidiary Body Property By-law" means a By-law the effect of which is that the use of a part of the Subsidiary Body Property identified in the By-law as restricted to the use of the person named in that By-law;

"Restricted Subsidiary Body Property" means a part of a Subsidiary Body Property the use of which is restricted under the Restricted Subsidiary Body Property By-law;

"Restricted Use Rights" in relation to Community Property, Precinct Property, Subsidiary Body Property means the rights created by a Restricted Community Property By-law, or a Restricted Subsidiary Body Property By-law, as the case may be;

"Rules" means the rules made under By Law 24 of this Management Statement;

"Selling and Leasing Activities" means activities relating to the sale, including sale by auction, and leasing of Lots subdivided from Development Rights Lots and all ancillary activities;

"Senior Living Development" means the proposed development of Lot 4 for seniors living in association with the Club uses on Lot 3 in accordance with WLEP and DA Requirements.

"Service" includes:

- (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;
- (b) the provision of sewerage and drainage and the removal of stormwater;
- (c) transmission by telephone, radio, television, computer data, internet services satellite or other means;
- (d) fire safety or control system;
- (e) a ventilation system;
- (f) security systems; and
- (g) any other facility, supply or transmission;

"Service Line" means the structures, machinery, equipment and things in the Community Parcel for the purpose of providing or facilitating the provision of Services including any pipe, wire, cable, duct, conduit or pole by means of which a Service is, or is to be, provided or its provision is to be a facility, the location of which is illustrated in the relevant Services Plan in Annexure 1 to this Management Statement;

"Service Provider" means a Government Agency or other body or person that provides a Service;

"Services Plan" means the diagram showing the private Services and statutory Services, if any, registered with the Community Plan;

"Special Resolution" means a resolution that is passed at a duly convened general meeting of the Community Association and against which not more than one quarter in value of votes is cast;

"Strata Plan" means a strata plan that subdivides a Lot or a Precinct Development Lot;

"Strata Scheme" means a strata scheme created on the registration of a Strata Plan

"Subsidiary Body" means a Precinct Association, a Neighbourhood Association or an Owners Corporation;

"Subsidiary Body By-laws" means a Precinct Management Statement, a Neighbourhood Management Statement, a Strata Management Statement, or Strata Scheme by-laws;

"Subsidiary Body Property" means a Precinct Property, Neighbourhood Property or Common Property;

"Subsidiary Body Scheme" means a Precinct Scheme, a Neighbourhood Scheme or a Strata Scheme;

"Unanimous Resolution" means a resolution passed at a duly convened general meeting of the Community Association without a vote being cast against it.

"Vehicle" includes a car, motorbike, truck, boat, trailer, caravan or any other towable item;

"Works" includes:

- (a) a change to any building;
- (b) the erection of a new structure;
- (c) changing the appearance of an existing structure, including changing the colour of materials used in the external surfaces of the structure;
- (d) the installation or attachment of any security devices, awnings, radio, television and other aerials and antenna, satellite dishes, solar energy collection panels and associated equipment, energy conservation equipment, solar hot water system and associated equipment and any other item in a Lot that is visible outside the Lot; or
- (e) a change to any landscaping; or

in the Community Parcel but excludes,

- (f) Development Activities carried out by the Original Proprietor or a Developer; and
- (g) any changes to the interior of an existing building in a Lot.

Interpretation

1.3 In this Management Statement, unless the context requires otherwise:

- (a) a reference to a word includes the singular and the plural of the word and vice versa;
- (b) a reference to a gender includes any gender;
- (c) if a word or phrase is defined, then other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
- (d) a term which refers to a natural person includes a company, a partnership, an association, a corporation, a body corporate, a joint venture or a Government Agency;
- (e) headings and bold typing are included for convenience only and do not affect interpretation;
- (f) a reference to a document includes a reference to that document as amended or replaced;
- (g) a reference to a thing includes a part of that thing and includes a right;
- (h) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to an item of that type in this Management Statement;
- (i) a reference to this Management Statement includes an annexure, exhibit and a schedule to them;

- (j) a reference to a party includes a reference to that party's successors and permitted assigns;
 - (k) a reference to a statute or statutory provision includes:
 - (i) a statute or statutory provision which amends, extends, consolidates or replaces the statute or statutory provision;
 - (ii) a statute or statutory provision which has been amended, extended, consolidated or replaced by the statute or statutory provision; and
 - (iii) subordinate legislation made under the statute or statutory provision including an order, regulation or instrument;
 - (l) a reference to a document is a reference to a document of any kind including an agreement in writing, a certificate, a notice or an instrument;
 - (m) a covenant, representation, warranty or an agreement between more than 1 person binds them jointly and severally;
 - (n) a provision of this Management Statement is not to be construed against a party solely claiming the party is responsible for the preparation of this Management Statement or a particular provision;
 - (o) a reference to an asset includes all property of any nature including a business, a right, a revenue and a benefit;
 - (p) a reference to a body which is not a party to this Management Statement which ceases to exist or whose power or function is transferred to another body, is a reference to the body which replaces or substantially succeeds to the power or function of the first body; and
 - (q) the word "includes" is not a word of limitation.
- 1.4 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 the By-laws.
- (a) If the whole or any part of a provision of a By-law is void, unenforceable or illegal:
 - (1) it is severed; and
 - (2) the remainder of this Management Statement have full force and.
 - (b) This By-law has no effect if the severance alters the basic nature of the By-laws or is contrary to public policy.
- 1.5 At 2 January 2019, the Original Proprietor was the developer of the Community Parcel. As at the date of registration of the amendment to this Management Statement the Original Proprietor retains the Development Rights.
- 1.6 The Original Developer may in its discretion nominate and authorise another person or entity to undertake the Development Activities in respect of a Development Right Lot by notice in writing to that effect to the Community Association. That notice will operate to exclude the Original Proprietor in respect of the nominated Development Rights Lot for so long as the Developer is accorded those rights. The entity that holds the Development Rights is authorised in relation to that Development Rights Lot to:
- (a) carry out Development Activities;
 - (b) benefit from the same rights as the Original Proprietor under this Management Statement; and
 - (c) perform the Original Proprietor's obligations under this Management Statement.

- 1.7 If the Original Proprietor nominates and authorises a Developer to hold the Development Rights in respect of a Development Right Lot and to undertake the Development Activities, then until the earlier of the date that:
- (a) the Original Proprietor revokes the nomination and authorisation of the Developer by notice in writing to the Community Association; and
 - (b) the Development Activities are completed,
- the Original Proprietor must not exercise any of the Development Rights in respect of the Development Right Lot (but the Original Proprietor will remain entitled to exercise all Development Rights in respect of the balance of other Development Right Lot).
- 1.8 By-laws 1.5-1.7 cannot be varied or deleted without the written consent of the Original Proprietor such consent shall not be unreasonably withheld.

Community Association Approval

- 1.9 A person must make an application for approval of the Community Association or the Executive Committee wherever required under this Management Statement in writing.
- 1.10 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 approval.

Grant of mortgages and charges

- 1.11 Nothing in this Management Statement shall be interpreted as fettering the discretion of an Owner to grant a mortgage or other charge or security over the title to that Lot or to obtain the approval of the Community Association or any other Owner before such mortgage, charge or security is granted and the Owner may grant such mortgage, security or charge over the title to the Lot of which he or she is the Owner at his or her entire discretion.

PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

These By-laws in Part 1 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 128 Community Land Management Act 2021).

2. NATURE OF A COMMUNITY MANAGEMENT STATEMENT

This Management Statement:

- (a) is a set of By-laws and plans that regulate the management and operation of the community scheme and any schemes subsidiary to that scheme; and
 - (b) concern the control and preservation of the essence or theme of the Community Scheme,
- and may only be amended or revoked by a Unanimous Resolution of the Community Association, except where a By-law is specifically stated to not be varied or amended.

3. COMPLIANCE WITH THIS MANAGEMENT STATEMENT AND SUBSIDIARY BODY BY-LAWS

- 3.1 The Community Association, each Subsidiary Body and each Owner or Occupier of a Lot must comply with this Management Statement.
- 3.2 A Subsidiary Body and each Owner or Occupier of a Lot which is a Lot in a Subsidiary Scheme must comply with any applicable Subsidiary Body By-laws.
- 3.3 Persons other than those referred to in this By-law 3, including Permitted Persons may have an obligation to comply with this Management Statement and Subsidiary By-laws.
- 3.4 If there is an inconsistency between any By-law in this Management Statement and a Subsidiary Body By-law, the terms of the By-law in this Management Statement will prevail to the extent of the inconsistency to give effect to that By-law in this Management Statement.

4. DEVELOPMENT SCOPE AND CONCEPTS

The Development Scope

- 4.1 The Initial Subdivision involves a Community Title Subdivision of the site at 20, 22, 24, 26, 28 Gallipoli Road & 315-333 The Entrance Road, Long Getty NSW into 4 Lots. The subdivision includes the creation of:
 - (a) Lot 1 in the Community Plan (**Lot 1**) - 17.5m² (Community Property) including the electricity substation;
 - (b) Lot 2 in the Community Plan (**Lot 2**) - 2,679m² includes the Hotel building and associated parking;

- (c) Lot 3 in the Community Plan (**Lot 3**) - 1.67ha includes the Club building, bowling greens, parking and other facilities; and
- (d) Lot 4 in the Community Plan (**Lot 4**) – 7,143m² containing parking and access ways and vacant land, on which it is intended that Development Activities will be carried out by a Developer nominated by the Original Proprietor in accordance with WLEP and relevant DA Requirements.

All land areas are approximate only.

4.2 The Initial Subdivision allowed for:

- (a) the creation of Lot 2 containing the Hotel, to be separately owned but remain part of the Community Scheme;
- (b) the creation of a separate lot for Club uses being Lot 3 which will remain part of the Community Parcel;
- (c) the creation of a separate lot for future uses being Lot 4 whilst maintaining the linked relationship between the Club, hotel and other future uses within the Community Parcel;
- (d) the functioning of the approved Hotel and Registered Club, and proposed Senior Living Development on each relevant Lot to be carried out in a manner that retains the inter-relationship of each use to the whole development on the Community Parcel; and
- (e) the further development of Lot 3 and Lot 4 subject to the approvals of all Government Agencies required to lawfully undertake that development.

Background - Wyong Local Environmental Plan 2013

4.3 The Community Parcel is zoned RE2 - Private Recreation under Wyong Local Environmental Plan (WLEP) 2013 and subdivision is permissible by Clause 2.6. There is no change to the existing approved use on the Community Parcel under the subdivision. Within the RE2 zone, registered clubs are permissible development with consent under Clause 2.5 (and Schedule 1 Clause 1(2)) of WLEP.

4.4 The permitted use for the Community Parcel is identified Clause 2 of Schedule 1 of the WLEP as follows:

"Development for the purposes of hotel or motel accommodation, residential care facilities, seniors housing and serviced apartments is permitted with development consent if the development is associated with a registered club".

4.5 In accordance with Clause 2.3 of WLEP, the Initial Subdivision is consistent with the RE2 zone objectives which read as follows:

- (a) To enable land to be used for private open space or recreational purposes.
- (b) To provide a range of recreational settings and activities and compatible land uses.

- (c) To protect and enhance the natural environment for recreational purposes.
 - (d) To offer opportunities for tourism development that is compatible with the natural environment.
 - (e) To allow for alternative uses of open space areas for community purposes that are compatible with surrounding areas.
 - (f) To enable land uses that are compatible with, and complementary to, recreational uses.
- 4.6 There are no significant or unreasonable impacts in relation to site design or internal layout associated with the Initial Subdivision.
- 4.7 The Initial Subdivision must comply with all existing approvals in respect of the Subdivision given by Government Agencies.
- 4.8 Under this Management Statement:
- (a) Lot 2 is to be used for no other purpose than that of operating the Hotel;
 - (b) Should the Original Proprietor acquire additional land that it wishes to include in the Community Scheme, the Original Proprietor reserves the right to extinguish the current Community Scheme at which time, a new Community Scheme will be created, and the additional land included in the said Community Scheme and the Owners of the Lots cannot unreasonably withhold their consent;
 - (c) The existing Hotel was approved as an "Additional Permitted Use" under Schedule 1 of the WLEP, which allows for the development of specific uses (such as hotels) if the development is associated with a Registered Club. Furthermore, this Management Statement recognizes the requirement to maintain this association between the Hotel and Tuggerah Lakes Memorial Club Limited, following the completion of the Initial Subdivision;
 - (d) Lot 4 is to be used for no other purpose than that of constructing, maintaining and operating a senior living residential accommodation project in accordance with the *Retirement Villages Act 1999* (NSW);
 - (e)
 - (f) Schedule 1 of the WLEP allows for the development of specific uses (such as *residential care facilities, seniors housing*) if the development is associated with a Registered Club. This Management Statement recognizes the requirement to maintain this association between the residential care facilities, seniors housing development and Tuggerah Lakes Memorial Club Limited.

4.9 It is intended in the future that Development Activities will be conducted in respect of the Development Right Lots subject to obtaining all approvals from Government Agencies required to lawfully undertake those Development Activities.

4.10 The owners of Lot 3 and Lot 4 intend to seek development consent for development of their respective Lots, which amongst other things, will seek the following consent conditions to further enhance and secure into the future the association of future development on Lot 4 with the Registered Club on Lot 3, namely Tuggerah Lakes Memorial Club Limited:

- (a) Physical association by a physical link to the Registered Club at the north eastern end of Lot 4, which will comprise a dedicated pathway and covered walk way;
- (b) Legal association by the grant of an easement over Lot 3 in favour of Lot 4 for access on the terms set out in Part 14, Schedule 8 of the *Conveyancing Act 1919*; and
- (c) Legal association on the terms of the Operations Agreement to be entered into between the owners of Lot 3 and Lot 4, which will, amongst other things, offers residents of the Senior Living Project membership of the Registered Club and access to all the facilities and amenities of the Registered Club;
- (d) Social association via:
 - (i) membership of the Club with each resident being provided membership of the Club as part of the purchase of their apartment and in doing so, gaining full access to the use of the Club and its numerous dining facilities, restaurants and bars and other facilities and being conferred with voting rights as to the running of the Club;
 - (ii) membership of, or participation in, the many sporting clubs based at Tuggerah Lakes Memorial Club Ltd, such as bowling, darts, snooker etc; and
 - (iii) participation in the many community groups and hobbies/special interest groups that use Tuggerah Memorial Club Ltd as their base.

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COMPLIANCE WITH THIS MANAGEMENT STATEMENT AND SUBSIDIARY BODIES COMPLIANCE WITH THIS MANAGEMENT STATEMENT AND SUBSIDIARY BODIES

5. ARCHITECTURAL STANDARDS AND LANDSCAPE STANDARDS

- 5.1 Subject to the rights of the Original Proprietor and any Developer specified in this By-law 5, the Community Association may prescribe and amend from time-to-time Architectural Standards and Landscape Standards for the Community Parcel and is responsible for the administration of these standards.
- 5.2 If Architectural Standards and Landscape Standards are prescribed under this By-law, then the parties bound by this Management Statement are bound by those Architectural Standards and Landscape Standards.
- 5.3 At any time, the Original Proprietor may:
 - (a) prescribe Architectural Standards and the Landscape Standards for the Community Parcel that replace the Architectural Standards and the Landscape Standards applying as at the date of this Management Statement; and
 - (b) vary Architectural Standards and the Landscape Standards it has already prescribed for the Community Parcel.
- 5.4 If the Developer is nominated and authorised to hold the Development Rights then the Developer shall be entitled to exercise all the powers and authority conferred on the Original Proprietor under By-law 5.3 in respect of the Development Right Lots for such time as the Developer holds those Development Rights.
- 5.5 If the Original Proprietor or the Developer prescribes Architectural Standards and the Landscape Standards for the Community Parcel or varies Architectural Standards and the Landscape Standards, it has already prescribed under this By-law 5 (**Varying Party**):
 - (a) the Varying Party must promptly give a copy of the Architectural Standards and the Landscape Standards prescribed or varied, as the case may be, to the Community Association;

- (b) after receipt of that copy of the prescribed or varied Architectural Standards and the Landscape Standards. As the case may be, the Community Association must give a copy of those Architectural Standards and the Landscape Standards to each Owner of a Lot and each Subsidiary Body.

Administration of Architectural Standards and the Landscape Standards

- 5.6 The Architectural Standards and the Landscape Standards will be administered by the person appointed by the Original Proprietor for that purpose (**Administrator**). The Original Proprietor may remove any person appointed as Administrator and appoint any successor to that person as Administrator. All appointments and removal of persons as Administrator will take effect on the Original Proprietor giving a written notice of such appointment or removal to the Community Association.

Drafting the Architectural Standards and the Landscape Standards

- 5.7 The Architectural Standards and the Landscape Standards must be drafted with due consideration to all then currently applicable Government Authority approvals, planning instruments and policies and their compatibility with those approvals, planning instruments and policies.

DCP Compliance

- 5.8 The Architectural Standards and the Landscape Standards as prescribed or varied must not be inconsistent with the Development Control Plan or other planning instrument made by Council or any other Government Agency applicable:
 - (a) to land constituting the Community Parcel; and
 - (b) at the time those standards are prescribed or varied.

Original Proprietor ceases to be registered proprietor of a Lot

- 5.9 By-laws:
 - (a) 5.3 to 5.8 shall apply; and
 - (b) 5.12 to 5.17 shall not have any force or effect,during such period as the Original Proprietor is the registered proprietor of any Lot.
- 5.10 By-laws 5.3 to 5.8 shall no longer be in force with effect from the day after the date that the Original Proprietor ceases to be an Owner.

Conflict

- 5.11 In the case of any conflict between the Lot owners in respect of the Architectural Standards and Landscape Standards as prescribed, the Architectural Standards and the Landscape Standards of the Community Association prevail.

Application to amend

- 5.12 An Owner of a Lot may request the Community Association to amend for that Lot either the Architectural Standards or the Landscape Standards or both.
- 5.13 An application must contain enough detail of the proposed amendments to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed amendments.

Decision of Community Association

- 5.14 The Community Association may, to determine an application, request additional information, reports or documents.

- 5.15 By majority resolution, the Community Association may amend the Architectural Standards or Landscape Standards or both.

Copy of Standards to be provided

- 5.16 If the Community Association amends the Architectural Standards or Landscape Standards, then the Community Association must, within a reasonable time, deliver a copy of the amendments to each Owner of a Lot.
- 5.17 If requested by an Owner of a Lot, the Community Association must provide, at the reasonable cost of that Owner, a current copy of the Architectural Standards and Landscape Standards or both.

Variation of By Law 5

- 5.18 This By-law 5 can only be varied by an Unanimous Resolution of the Community Association.

6. BUILDING WORKS AND ALTERATIONS

Approvals

- 6.1 A person must not carry out any Works on any Lot, unless that person first obtains:
- (a) the prior consent of any Government Authority whose consent is required by law; and
 - (b) the prior written consent of the Original Proprietor such consent not to be unreasonably withheld.

Compliance with By-law 6

- 6.2 No Works can be carried out or remain in the Community Parcel unless the provisions of this By-law 6 have been complied with and, in particular, all necessary consents have been obtained in accordance with this By-law 6 and any conditions imposed on those consents have been complied with.

Procedure for obtaining consent to Works

- 6.3 A person seeking consent to carry out Works must provide detailed plans and specifications for the Works to the Administrator.

Decision of Executive Committee

- 6.4 In deciding on whether to consent to an application to carry out Works, the Administrator must only be concerned to, and must ensure that, the proposed Works comply with the Architectural Standards, the Landscape Standards and this Management Statement.
- 6.5 To assist the Administrator with exercising its powers under this By-law, the Executive Committee may require the person seeking consent to carry out Works to submit:
- (a) additional plans and specifications;
 - (b) additional information, reports or documents;
 - (c) details of changes to be made to the plans and specifications if a Government Agency requires those changes; and
 - (d) any other relevant information, facts or material that the Executive Committee deems relevant.
- 6.6 If the Administrator consents to an application to carry out Works, then such consent does not prevent the Executive Committee from refusing consent or giving consent with conditions to future Works of the same or similar nature.
- 6.7 If the Administrator consents to the carrying out of Works, that consent does not prevent the Administrator from refusing or giving consent with conditions to future Works of the same or similar nature.
- 6.8 A determination by the Administrator under this By-law 6 is taken to be a determination by the Community Association.

Conditions of Approval and Bond

6.9 The Administrator may:

- (a) impose conditions on approval of plans and specifications; and
- (b) require the person seeking consent to provide a compliance bond to the Community Association in a specified amount to be held until the time the Administrator, acting reasonably, determines.

Works

6.10 During the carrying out of any Works, a party must:

- (a) ensure there is no damage or interruption to any Service Lines, pipes or Services within the Community Scheme;
- (b) ensure that the Works are carried out in a timely, proper and workmanlike manner;
- (c) ensure the Works are carried out to the satisfaction of the appropriate Community Association and, if appropriate, any Government Agency;
- (d) ensure that the Works are carried out in compliance with the Architectural Standards, the Landscape Standards and this Management Statement;
- (e) ensure that as little disruption and inconvenience as reasonably practicable is caused to Owners and Occupiers of Lots;
- (f) repair any damage caused to any part of the Community Parcel and restore the site as nearly as practicable to its original condition;
- (g) hold all applicable licenses as required by law; and
- (h) effect and maintain all insurances required by law or the Executive Committee, acting reasonably.

6.11 No Works will be permitted to be constructed or remain on the Community Parcel unless this By-law 0 has been complied with properly.

Original Proprietor and Developer's rights to exercise the Development Rights

6.12 The Original Proprietor and any Developer need not comply with By-laws 6.1 to 6.10 for so long as the Original Proprietor is an Owner.

6.13 While the Original Proprietor is the registered proprietor of any Lot, the person holding the Development Rights (whether that be the Original Proprietor or a Developer) has all rights necessary to enable and assist the carrying out by that person of Development Activities, including the right to carry out Development activities in stages on parts of the Community Parcel.

Variation of By-law 6

6.14 This By-law 6 can only be varied by:

- (a) Unanimous Resolution of the Community Association; and
- (b) until the date that the Original Proprietor ceases to be the registered proprietor of a Lot, with the prior consent of the Original Proprietor.

7. EXTERNAL FIXTURES

Appearance

- 7.1 An Owner or Occupier of a Lot must not construct, install or maintain on or in a Lot or Community Property, anything which can be seen from outside that Lot or Community Property unless the Owner or Occupier has first obtained the written consent of the Executive Committee.
- 7.2 By-law 7.1 only applies if, in the reasonable opinion of the Executive Committee, the thing which can be seen from outside that Lot or Community Property:
- (a) is not in keeping with the building on or the landscaped areas of the Lot and the Community Property; or
 - (b) does not comply with the Architectural Standards, the Landscape Standards or this Management Statement.

Alarm System

- 7.3 An Owner or Occupier of a Lot or the Community Association must not install or maintain on or in a Lot or Community Property any alarm or security monitoring device which can be seen from anywhere outside of that Lot or Community Property unless it has obtained the prior written consent of the Executive Committee.

Approval of Executive Committee

- 7.4 Without limiting this By-law, a person must obtain the prior written consent of the Executive Committee before that person places on a Lot or Community Property:
- (a) any signs, placards, banners, notices or advertisements;
 - (b) any external improvement;
 - (c) any television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device;
 - (d) any solar energy collector panels and equipment associated with them;
 - (e) any energy conservation equipment; or
 - (f) a solar hot water system and equipment associated with it.

Signs

- 7.5 An Owner or Occupier of a Lot must not erect any advertising signs or any other signs on a Lot unless:
- (a) the approval of the Executive Committee has been obtained under this By-law; and
 - (b) where required by law, such other approvals have been obtained.

Maintenance

- 7.6 The Community Property and Community Facilities will be administered and Maintained by the Community Association. The Owners will share equally the cost of the maintenance fees with such fees payable on demand to the Community Association.
- 7.7 Owners of the Lots will pay all service fees, maintenance costs and miscellaneous fees applicable to their respective Lots.

- 7.8 The owner of each Lot will be responsible for the maintenance of their respective Lots including any landscaping, structures and approved signage located on that Lot and must keep their Lot clean and tidy and in good repair and condition.
- 7.9 The Owners of Lot 2 and Lot 3 have entered into an ongoing operation and maintenance agreement with respect to the covered walkway between the Hotel and the Club including terms as to:
- (a) Hours of operation in accordance with the service times nominated by the Original Proprietor;
 - (b) Use in case of fire to be used in accordance with the Scientific Fire Services Report dated 18 December 2014;
 - (c) Access and use of the walkway: the walkway is provided to allow Hotel guests to access the Original Proprietor and its facilities and Club patrons access to the Hotel and its facilities; and
 - (d) The responsibility for maintaining the walkway is as follows:
 - (i) The registered proprietor of Lot 2 is responsible to Maintain the walkway from the Hotel entry point up to and including the self-closing smoke doors and the infrastructure required to operate the Hotel swipe access; and
 - (ii) The Original Proprietor is responsible to Maintain:
 - (1) the walkway from the entry point of the Original Proprietor's premises up to the self-closing smoke doors of the Hotel; and
 - (2) the association between the Original Proprietor and the Hotel as referred to in By-law 4.8.
- 7.10 The Owners of Lot 3 and Lot 4 have entered into an ongoing operation and maintenance agreement with respect to the access way between Lot 4 and the Club including terms as to:
- (a) access and use of the access way is provided to allow residents of the Senior Living Development to access the Club and its facilities; and
 - (b) the responsibility for maintaining the access way is as follows:
 - (i) The registered proprietor of Lot 4 is responsible to Maintain the access way that is on Lot 4; and
 - (ii) The Original Proprietor is responsible to Maintain the access way that is on Lot 3.

7.11 Exemption

While the Original Proprietor is the registered proprietor of any Lot, the Original Proprietor and any Developer need not comply with By-laws 7.1 to 7.10 when undertaking Development Activities or exercising Development Rights.

PART 2

RESTRICTED PROPERTY

These By-laws in Part 2 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 *Community Land Management Act 2021*).

8. ORIGINAL PROPRIETOR'S RESTRICTED COMMUNITY PROPERTY

- 8.1 This By-law 8 is a Restricted Community Property By-law. The Community Association can vary it only by Special Resolution and, while the Original Proprietor owns any of the Lot, with the prior consent of the Development Rights Holder.
- 8.2 To enable and facilitate the carrying out of the Development Activities, use of Service Lines associated with Private Services (**Developers Restricted Community Property**) is restricted to the Original Proprietor as the proprietor of the Development Rights Lots on the terms set out in this By-law 8.
- 8.3 If there is a Development Rights Holder other than the Original Proprietor, then the Original Proprietor gives that Development Rights Holder the benefit of the Restricted Use Rights set out in this By-law 8.
- 8.4 The terms of the Restricted Use Rights under this By-law 8 are the right at any time:
- (a) To unrestricted access by all means and at all times (including parking, and leaving equipment and building materials) to the Developers Restricted Community Property;
 - (b) To place in or attach to the Developers Restricted Community Property temporary structures, including temporary offices, shed and display facilities;
 - (c) To install, alter and connect Services in the Developers Restricted Community Property;
 - (d) To hold events and functions in the Developers Restricted Community Property in connection with Selling and Leasing Activities; and
 - (e) To lock or secure parts of the Developers Restricted Community Property provided that the Secretary of the Community Association is given a key for the locked or secured area;
 - (f) To part with possession of the Developers Restricted Community Property and to authorize any person to whom possession has been granted to exercise the Original Proprietor's rights under By-law 8.2 (a) with such possession to cease no later than the date the rights of the Developer under this By-law 8.
- 8.5 Unless the rights of the Original Proprietor under this By-law 8 have ended for a part or the whole of the Developers Restricted Community Property, no other person except for the Development Rights Holder can have Restricted Use Rights under this By-law 8 in respect to that part or the whole of the Developers Restricted Community Property.
- 8.6 Nothing in this Management Statement binds the Development Rights Holder so that the Development Rights Holder may be prevented from exercising its rights under this By-law 8.
- 8.7 For the purposes of compliance of Section 135(5)(g) of the Management Act the Community Association has resolved not to determine, impose or collect levies in relation to the use of Service Lines under this By-law.

8.8 The Restricted Use Rights under this By-law 8:

- (a) for any part of the Developers Restricted Community Property, end when the Development Rights Holder issues a notice to the Original Proprietor and to the Community Association that the part is no longer required in connection with Development Activities; and
- (b) for all the Developers Restricted Community Property, end on the earlier of:
 - (i) the date when the Development Rights Holder gives notice to the Original Proprietor and the Community Association that no part is required in connection with Development Activities;
 - (ii) date when the Original Proprietor ceased to be the registered proprietor of all Lot.

9. **RESTRICTED COMMUNITY PROPERTY GENERALLY**

- 9.1 The purpose of this By-law 9 is to provide for the coming into existence of Restricted Community Property after the registration of the Community Plan.
- 9.2 In addition to its powers under the Management Act, the Community Association has the power under this By-law 9 to make Restricted Community Property By-laws.
- 9.3 While the Original Proprietor is the proprietor of a Lot, if the Original Proprietor wants the Community Association to make a Restricted Community Property By-law, the Original Proprietor must give notice in that regard to the Community Association and the Community Association must make a Restricted Community Property By-law in accordance with that notice.
- 9.4 If the Original Proprietor gives a notice referred to in By-law 9.3, it must include with that notice the following:
- (a) details of all matters required to be included in a Restricted Community Property By-law in order for the By-law to comply with Section 135 of the Management Act;
 - (b) details of all other matters that the Original Proprietor believes should be included in the Restricted Community Property By-law;
 - (c) a plan showing the part of the Community Property in respect of which the Community Association is to make the Restricted Community Property By-laws;
 - (d) the consent of the person obtaining the benefit of the Restricted Use Rights; and
 - (e) confirmation that the creation of Restricted Use Rights is in connection of the carrying out of the Development Act.
- 9.5 The Community Association can vary this By-law 9 only by Special Resolution and, while the Original Proprietor owns any Lot, with the prior consent of the Original Proprietor such consent not to be unreasonably withheld.
- 9.6 The Community Association and the person having been the benefit of Restricted Use Rights can at any time agree to vary those rights as to:
- (a) the extent to which that person has the responsibility to control, manage and Maintain the relevant Restricted Community Property;
 - (b) the amount (if any) to be reimbursed to the Community Association for the costs incurred in connection with the relevant Restricted Community Property.

9.7 The Community Association may vary restricted Community Property by By-law only by Special Resolution and only with the prior consent of the person having the benefit of the Restricted Use Rights.

10. RESTRICTED SUBSIDIARY PROPERTY BODY GENERALLY

Purpose of By-law 10

10.1 The purpose of this By-law 10 is:

- (a) to provide for the coming into existence of Restricted Subsidiary Body Property; and
- (b) to ensure that the person or entity on title shall have the benefit of the relevant Restricted Use Rights and become so entitled when the Restricted Subsidiary Body Property comes into existence.

Powers of Developer

10.2 If:

- (a) the Original Proprietor is the registered proprietor of any Lot; and
- (b) a Lot is to be subdivided by a Subsidiary Body Plan, other than the Original Proprietor, the registered proprietor of the Lot to be subdivided must procure that a By-law is included in the applicable Subsidiary Body By-laws by which the Subsidiary Body grants Restricted Use Rights:
- (c) to whichever of the Community Association the Development Rights Holder;
- (d) on such terms; and
- (e) in respect of such part of the Subsidiary Body Property, as the Development Rights Holder determines in its absolute discretion and identifies and notifies to the registered proprietor of the Lot to be subdivided.

10.3 If the Development Rights Holder gives a notice under By-law 10.2 it must include with that notice the following:

- (a) details of all matters required to be included in a Restricted Subsidiary Body Property By-law for the By-law to comply with Section 135 of the Management Act; and
- (b) details of all other matters that the Development Rights Holder determines in its absolute discretion should be included in the Restricted Subsidiary Body Property By-law which may be then parent of the Community Association to:
 - (i) make agreements with other persons to exercise the Community Association rights or functions in connection with the Restricted Subsidiary Body Property;
 - (ii) make Rules in relation to Restricted Subsidiary Body Property;
 - (iii) list all security devices in the Restricted Subsidiary Body Property as if it were Community Property;
 - (iv) lock or secure the Restricted Subsidiary Body Property as if it were Community Property;
 - (v) regulate traffic across the Restricted Subsidiary Body Property as if it were Community Property; and
 - (vi) license use of any part of the Restricted Subsidiary Body Property as if it were Community Property;

- (c) a plan showing the part of the Subsidiary Body Property in respect of which the Subsidiary Body is to make the Restricted Subsidiary Body Property By-law; and
- (d) the consent of the person intended to have the benefit of the Relevant Restricted Use Rights.

10.4 If a Lot of which the Original Proprietor is to be subdivided by subsidiary plan, the Development Rights Holder can procure that a By-law is included in the applicable Subsidiary Body By-laws by which the Subsidiary Body grants Restricted Use Rights:

- (a) to whichever of the Community Association and the Development Rights Holder;
 - (b) on such terms; and
 - (c) in respect of such part of the Subsidiary Body Property,
- as the Development Rights Holder determines in its absolute discretion.

Power of Community Association

10.5 In addition to its powers under the Community Title Legislation and elsewhere in this Management Statement, the Community Association has the power under this By-law 10 to consent to and accept any grant to the Community Association of Restricted Use Rights in respect of Restricted Subsidiary Body Property and must consent to and accept any such grant unless the Community Association, having obtained the prior consent of the Development Rights Holder if the Original Proprietor is then a registered proprietor of any Lot, resolves not to do so by Special Resolution.

Power of Subsidiary Body to make Restricted Subsidiary Property By-law

10.6 A Subsidiary Body can only make:

- (a) a Restricted Subsidiary Property By-law; or
- (b) a By-law effecting Restricted Subsidiary Body Property,

after the expiry of the initial period of the Subsidiary Body Scheme, by Special Resolution, with prior consent of the person intended to have or already having the benefit of Development Restricted Use Rights; and while the Original Proprietor is the registered proprietor of any Lot, with the prior consent of the Development Rights Holder.

10.7 A Subsidiary Body can only vary:

- (a) a Restricted Subsidiary Body Property By-law; or
- (b) an existing By-law affecting Restricted Subsidiary Body Property,

after the expiry of the initial period of the Subsidiary Body Scheme, by Special Resolution, with the prior consent of the person with the benefit of the relevant Restricted Use Rights and while the Original Proprietor is the registered proprietor of any Lot, with prior consent of the Development Rights Holder.

Variation of By-law 10

10.8 This By-law 10 can only be varied:

- (a) after the expiry of the initial period of the Community Scheme;
- (b) by Special Resolution of the Community Association; and
- (c) while the Original Proprietor is the registered proprietor of any Lot, with the prior consent of the Development Rights Holder.

PART 3

MANDATORY MATTERS

11. COMMUNITY PROPERTY

11.1 An Owner or Occupier of a Lot must obtain the written approval of the Community Association such consent not to be unreasonably withheld prior to that Owner or Occupier doing any of the following to Community Property:

- (a) leaving anything on Community Property;
- (b) obstructing the use of Community Property;
- (c) using any part of Community Property for the Owner's or Occupier's own purposes which purposes are not those for which the Community Property was constructed or provided;
- (d) any structure erecting on Community Property;
- (e) any item attaching to Community Property;
- (f) doing or permitting anything to be done which might damage Community Property; or
- (g) altering Community Property.

11.2 An Owner or Occupier of a Lot must:

- (a) give notice to the Community Association of any damage to or defect in the Community Property immediately after an Owner or Occupier becomes aware of such damage or defect;
- (b) promptly repair any damage to the Community Property caused by that Owner or Occupier or a person authorized by them;
- (c) comply with all directions of the Community Association in relation to the Community Property;
- (d) not do or omit to do any act that results or may result in damage or destruction to any part of the Community Property; and
- (e) only use or enjoy the Community Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Community Property by another Owner or Occupier or a Permitted Person

11.3 In addition to its powers under the Management Act and this Management Statement, the Community Association may, acting reasonably:

- (a) close off or restrict by fencing or otherwise, access to the Community Property or part of it; and
- (b) allow its personnel to use part of the Community Property to the exclusion of others in connection with the safety and security of the Community Property and its operation and maintenance.

12. NOT USED

13. **RESTRICTING ACCESS TO COMMUNITY PROPERTY**

- 13.1 In addition to its powers under the Management Act and elsewhere in this Management Statement, the Community Association has power under this By-law 13 but subject to By-law 13.2 to:
- (a) Close off or restrict by fencing or security key or otherwise, access to Community Property or a part of it; and
 - (b) Allow personnel to use part of Community Property to the exclusion of others in connection with the safety and security of the property and the operation maintenance of property owned by the Community Association.
- 13.2 Despite By-law 13.1, the Community Association can only close off or restrict access to restricted property if it is permitted under terms of a Restricted Community Property By-law.

14. **FENCING**

- 14.1 An Owner or Occupier of a Lot is not permitted to:
- (a) erect a fence on the front street alignment or between the front street boundary and the building line as fixed by a Government Agency; or
 - (b) construct any new fence on a Lot without the approval of the Executive Committee.

External & Internal

- 14.2 The Dividing Fences Act 1991 applies to the provision of and payment for any external and internal boundary fences, erected within the Community Scheme.

Architectural and Landscape Standards

- 14.3 A fence erected within the Community Scheme must comply with the Architectural Standards and the Landscape Standards.

Community Property Fencing

- 14.4 The Community Association is responsible for any Fencing Work as defined in the Dividing Fences Act 1991 located entirely within the Community Property and on the common boundary of and dividing the Community Property. However, the Community Association need not contribute to the cost of any Fencing Work with respect to any fence or proposed fence on the common boundary of and dividing the Community Property from any other Lot, and the Owner or Occupier of that Lot will bear all associated costs.

15. **GARBAGE**

- 15.1 Each Owner and Occupier must secure and store their own container for garbage and recyclable materials so that it:
- (a) is hidden from view from outside the Lot; and
 - (b) does not emit odours.
- 15.2 Each Owner and Occupier may place their own container, on the nominated collection days in locations nominated by the Community Association.
- 15.3 Each Owner and Occupier must ensure that if a container is placed in view, it is only for the minimum time that will permit collection.

15.4 An Owner or Occupier of a Lot must comply with any Rules or By-laws about Garbage collection and the recycling of Garbage made by:

- (a) any Government Agency; and
- (b) this Management Statement.

16. SERVICES

Statutory Easements

16.1 The Services indicated on the Services Plans in Annexure 1 to this Management Statement are currently available to the Community Parcel. The existing Services as indicated on the Services Plan and the Service Providers as at the date of amendment of this Management Statement are as follows:

<u>Services</u>	<u>Service Providers</u>
Telecommunications	Telstra Corporation Limited & Central Connect (NSW) Pty Ltd
Electricity	Momentum Energy Pty Ltd
Gas Line	AGL Retail Energy Limited (Currently not available)
Fire Water Supply	Central Coast Council
Stormwater Drainage	Central Coast Council

Maintenance of Services

16.2 The Owners of Lots 2 and 3 must each pay 50% of the cost to Maintain the Services installed on or servicing Lots 2 and 3.

16.3 The Owner of Lot 4 must pay all the costs to install and Maintain the Services installed, or intended to be installed on Lot 4.

Services

16.4 In addition to its powers under the Management Act and elsewhere in this Management Statement the Community Association has the power under this By-law 16 to:

- (a) provide a Private Service to an Owner, Occupier or Subsidiary Body;
- (b) arrange for the installation and Maintenance of Service Lines for that Private Service;
- (c) contract with person to manage all or some of the elements of providing that Private Service;
- (d) contract with a person to provide a Private Service to an Owner, Occupier or Subsidiary Body; and
- (e) contract with a person to install and Maintain the Service Lines for that Private Service.

16.5 An Owner, Occupier or Subsidiary Body must not:

- (a) unless they have the prior consent of the Community Association, carry out any works that interfere with any Private Service;
- (b) obstruct or prevent access to, overload or damage and Private Service.

- 16.6 For the purposes of this By-law 16:
- (a) in an emergency, the Community Association may enter a Lot or Subsidiary Body Property at any time; and
 - (b) in a case that is not an emergency, the Community Association may enter a Lot or Subsidiary Body Property after giving reasonable notice.
 - (c) Existing Services will be permitted to remain throughout all Lots which currently service any of the Lots.
 - (d) No changes are proposed to the existing Services for the Community Parcel at the date of registration of the Community Plan.
- 16.7 Lot 1 contains the Substation.
- (a) All current shared services are documented in the Services Diagrams at Annexure 1 with the location of services and the distances from the boundaries to each service endorsed in yellow thereon.
 - (b) No changes are proposed to the existing stormwater/drainage management system for the Community Parcel at the date of registration of the Community Plan.
- 16.8 The Community Association may exercise a power under this By-law by Ordinary Resolution.

17. **INSURANCE**

- 17.1 The Community Association must take out any insurance required under the Management Act including but not limited to policies:
- (a) to cover any building or structure on the Community Property against damage or destruction by fire, lightning, explosion or other prescribed risk for their full reinstatement value however caused;
 - (b) required under the Workers Compensation Act 1987;
 - (c) public liability insurance in respect of the Community Property for no less than \$20,000,000 for each occurrence;
 - (d) to cover damage to the Community Property and for death and bodily injury for which the Community Association may become liable in damages;
 - (e) in the case of works undertaken to the Community Parcel as arranged by the Community Association, workers compensation as reasonably required by that contractor for those types of works including as to cover accidental injury to, or accidental death of, a worker.
- 17.2 The Community Association must review, on an annual basis at each annual general meeting:
- (a) all its insurances; and
 - (b) the need for new or additional insurances.
- 17.3 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.
- 17.4 If there is an increase in risk or a new risk to the Community Property, then the Community Association must immediately:
- (a) effect new insurances; or
 - (b) vary or extend existing insurances.
- 17.5 An Owner of a Lot must obtain the written approval of the Community Association before that Owner or Occupier does anything that might:

- (a) void or prejudice the Community Association's insurance; or
 - (b) increase any insurance premium which the Community Association pays.
 - 17.6 The Community Association must have the Community Property valued for insurance purposes at least every 5 years and, as soon as practicable after receipt of the valuation, increase the insurance cover to an amount no less than the valuation if the existing sum insured is less than the valuation amount. Such valuations must be carried out by a qualified valuer or quantity surveyor.
 - 17.7 Each Owner and Occupier must maintain insurance for their respective Lot including but not limited to:
 - (a) public liability insurance for no less than \$20,000,000 for each occurrence;
 - (b) workers compensation;
 - (c) insurance for damage or destruction of all buildings and structures on their respective Lot for their full reinstatement value for damage however caused.
 - 17.8 The provisions regarding the insurances applicable to a Subsidiary Body Parcel are contained in the applicable Subsidiary Body By-laws.
 - 18. **EXECUTIVE COMMITTEE – MAKE UP & VOTING POWER CONFIRMATION**
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Constitution

- 18.1 The Executive Committee must be established in accordance with the Management Act.
- 18.2 The officers of the Executive Committee of the Community Association are the Secretary, the Treasurer and the Chairperson.
- 18.3 The same person may be appointed to hold one or more of the roles referred to in by law 18.2.
- 18.4 The officers of the Executive Committee are the CEO of the Original Proprietor or his representative, plus the owner of Lot 4 or his representative and the owner of Lot 2 or his representative.

Functions of the Secretary

- 18.5 The functions of the Secretary of the Executive Committee include:
 - (a) convening, preparing agendas for and sending notices for meetings of the Community Association and the Executive Committee;
 - (b) preparing and distributing minutes of meetings of the Community Association and the Executive Committee;
 - (c) on behalf of the Community Association and the Executive Committee, giving a notice required to be given under the Management Act or this Management Statement;
 - (d) maintaining the Community Association roll;
 - (e) answering communications addressed to the Community Association or the Executive Committee;
 - (f) performing administrative or secretarial functions on behalf of the Community Association and the Executive Committee; and
 - (g) keeping records for the Community Association and the Executive Committee according to this Management Statement and the Management Act.

- 18.6 The secretary may be assisted in the discharge of the functions of the Secretary and the Community Association may appoint, by instrument in writing authorised by Ordinary Resolution at a general meeting, the Managing Agent to assist the Secretary to perform its functions.

Functions of the Treasurer

- 18.7 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, keeping prescribed accounting records and financial statements under the Management Act.
- 18.8 The Treasurer may be assisted in the discharge of the functions of the Treasurer and the Community Association may appoint, by instrument in writing authorized by an Ordinary Resolution at a general meeting, the Managing Agent to assist the Treasurer to perform its functions.

Function of the Chairperson

- 18.9 The function of the Chairperson is to preside over Community Association meetings and Executive Committee meetings at which the Chairperson is present, unless the Managing Agent is requested by the Chairperson to preside at such meeting.

Sub-Committees

- 18.10 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

- 18.11 A member of the Executive Committee is:
- (a) not entitled to any remuneration for the performance of that person's functions;
 - (b) is 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

- 18.12 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 and is indemnified by the Community Association except where they have acted fraudulently or negligently.
- 18.13 The Managing Agent may be appointed by the Community Association to carry out the role of the Secretary, Treasurer, Chairperson and any other officer.

19. MEETINGS OF EXECUTIVE COMMITTEE

- 19.1 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.
- 19.2 The Secretary or other member of the Executive Committee referred to in By-law [19.1\(b\)](#) must convene the meeting within the time asked for which must be no less than 7 Business Days after being asked or, if no specific time was asked for, within 10 Business Days of being asked.
- 19.3 Subject to the provisions of the Management Act, the Executive Committee may:
- (a) meet 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; and
 - (c) subject to this Management Statement, regularly call a meeting of the Executive Committee.

Right of Owner to Attend Meetings

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

Out of Meeting Determinations

- 19.6 Subject to Schedule 2, Part 3, clause 7(4) of the Management Act, a resolution is valid as if that resolution 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

- 19.7 At least 72 hours before a meeting of the Executive Committee, the Secretary of the Executive Committee must:
- (a) notify members of the Community Association and the Executive Committee of the meeting including the time, date and venue of the meeting; and
 - (b) provide each member of the Community Association and the Executive Committee with a copy of the agenda for the meeting listing all business that will be dealt with at the meeting and the Executive Committee cannot deal with business that is not on the agenda for that meeting.

19.8 The Secretary must ensure that:

- (a) minutes of the Executive Committee are sent to each member of the Community Association within 7 Business Days after 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.

19.9 If the Secretary is absent, then the Chairperson must ensure that the Executive Committee complies with By-law [19.7](#) and 0 .

19.10 Notices under this By-law [0](#) including the minutes, must be given:

- (a) personally, to the members of the Executive Committee and Community Association;
- (b) by post or hand delivery to the address shown for the member of the Executive Committee or the member of the Community Association shown in the Community Association's roll;
- (c) by facsimile to the facsimile number of the member, if one has been provided; or
- (d) by email to the email address of the member, if one has been provided.

19.11 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 [0](#);
- (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.

The voting on the motion is to occur at the meeting date and time specified in the notice of the meeting and if the motion is carried, it becomes a resolution at that specified date and time.

Power of Executive Committee to regulate meetings

19.12 The Managing Agent may be appointed by the Community Association to carry out the role of Secretary, Treasurer, Chairperson and any other officer.

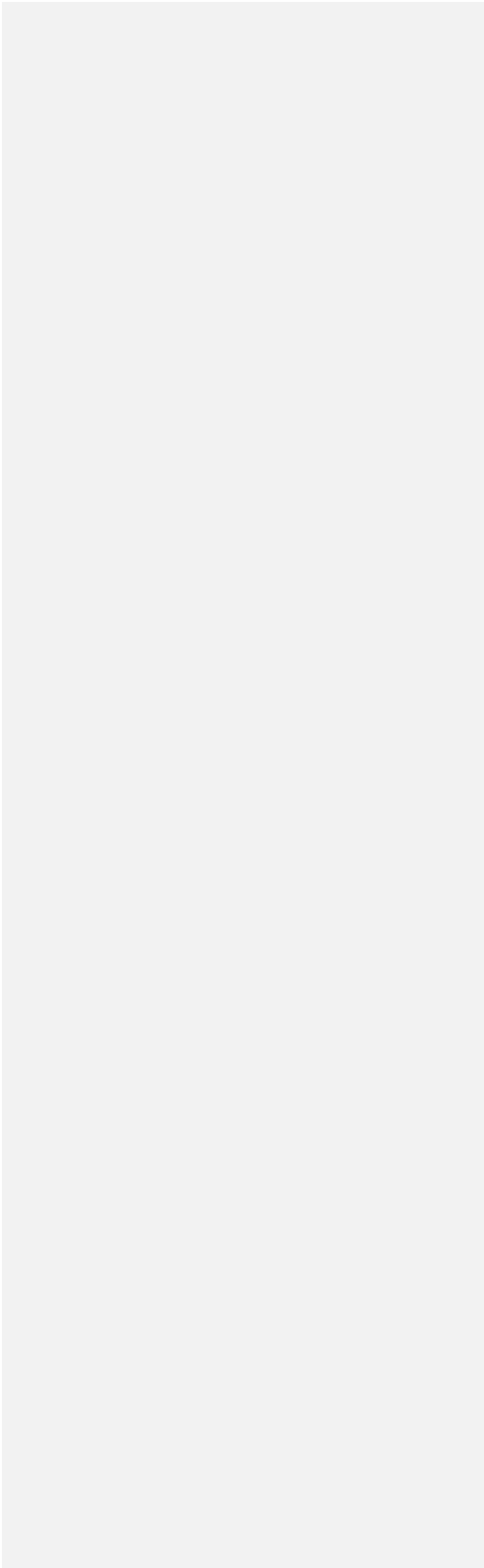
21.20. AMOUNTS PAYABLE

21.20. AMOUNTS PAYABLE

21.120.1 An Owner of a Lot or a Former Lot must pay:

- (a) contributions levied under this Management Statement and the Community Titles Legislation when they fall due; and
- (b) 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 or Occupier.

21.220.2 An Owner or Occupier must comply at their cost and on time with this Management Statement and any applicable Subsidiary Body Corporate By-laws.



21.320.3 If a contribution or amount payable under this Management Statement or the Community Titles Legislation is not paid when due, then interest is payable under section 90(1) of the Management Act.

21.420.4 Nothing in this By-law prevents the Community Association from recovering any amount including interest calculated under By-law 20.2 as a consequence of any amount not being paid when due and any legal costs incurred in enforcing this By-law.

21.520.5 A Subsidiary Body may recover as a debt amounts payable to it under this Management Statement or its Subsidiary Body By-laws or any applicable Rules that are not paid.

21.620.6 A certificate signed by the Community Association, or the Secretary of the Executive Committee about a matter or a sum payable to the Community Association is, in the absence of manifest error, prima facie evidence as to:

- (a) the amount; or
- (b) any other fact stated in that certificate.

21.720.7 The Executive Committee may appoint a debt recovery officer to recover in its name any debt referenced in this By-law 20.

22.21. **HOME INDUSTRIES OCCUPATION**

22.121.1 An Owner or Occupier must obtain the written approval of the Community Association and any other approval required by a Government Agency which may be required including the Council before that Owner or Occupier conducts or operates any business or trading activities within the Community Scheme other than those existing on 2 January 2019 such as for the Original Proprietor and Hotel.

22.221.2 The Community Association may prescribe rules associated with the operating of a business or any trading activity within the Community Scheme.

PART 4

OPTIONAL MATTERS

23.22. BEHAVIOUR OF OWNERS, OCCUPIERS AND PERMITTED PERSONS

23.122.1 Subject to By Law [22.2](#), an Owner or Occupier of a Lot must not:

- (a) Having regard to the approved use within the Community Parcel (particularly the operation and conduct of a Registered Club within the Community Parcel) create any noise on a Lot, which might interfere with the peaceful enjoyment of another Owner or Occupier of another Lot or Permitted Person;
- (b) obstruct lawful use of Community Property and Community Facilities;
- (c) do anything that is illegal;
- (d) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or Permitted Person.

23.222.2 Notwithstanding any other By-law:

- (a) the Original Proprietor shall not be in breach of By-law [22.1](#) or any other By-law because of conducting the business and operations of a Registered Club or the exercise by it of any Development Rights (or by another Development Rights Holder); and
- (b) the Original Proprietor and any successor in title to the Original Proprietor as registered proprietor of Lot 2 or any Occupier of Lot 2 shall not be in breach of By-law [22.1\(a\)](#) as a result of creating or emitting noise at a level consistent with that normally expected in respect of the operation of a Hotel of the type situated within the Community Parcel as at the date of registration of the Community Plan.

Permitted Persons

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

23.422.4 Whilst on the Community Parcel, Owners, Occupiers and Permitted Persons must use reasonable endeavours to ensure that they do not by any act or omission cause the Community Association to be in breach of their obligations under the *Work Health and Safety Act 2011* and its regulation, as amended from time to time.

Fire Control

23.522.5 An Owner or Occupier must not keep flammable materials in the Community Property, or interfere with safety equipment or obstruct fire stairs or fire escapes.

23.622.6 The Community Association must take reasonable steps to prevent fires and other hazards in the Community Property and comply with laws in respect of fire control.

Security Rights and Obligations of Community Association

23.722.7 In addition to its powers under the Management Act, the Community Association has the power to install and operate in the Community Property audio and visual security services and other surveillance equipment for the security of the Community Parcel.

23.822.8 An Owner or Occupier must take reasonable care to ensure that fire and security doors located on Community Property and used by them are locked or closed then they are not in

use.

23.922.9 An Owner or Occupier must not interfere with security cameras or surveillance equipment or do anything that might prejudice the security or safety of the Community Parcel.

Exemption

23.1022.10 This By-law **22** does not apply to the Development Rights Holder undertaking any Development Activities.

24.23. RESPONSIBILITY OF OWNERS AND OCCUPIERS FOR OTHERS

24.123.1 An Owner or an Occupier, other than the Original Proprietor, must:

- (a) use reasonable endeavours to ensure their visitors comply with this Management Statement, any applicable Subsidiary Body By-laws and any applicable Rules; and
- (b) cause their visitors to leave the Community Parcel if they do not comply with this Management Statement, or any applicable Subsidiary Body By-laws or any applicable Rules.

24.223.2 If an Owner or Occupier leases or licenses their Lot (or part of their Lot) the Owner or Occupier must:

- (a) give their tenant or licensee a copy of this Management Statement and applicable Subsidiary Body By-laws and any applicable Rules;
- (b) use reasonable endeavours to ensure their tenant or licensee and their tenant's or licensee's visitors comply with this Management Statement, or any applicable Subsidiary Body s and any applicable Rules; and
- (c) take all action reasonably available to them, including action under the lease or license agreement, to make the tenant or licensee comply with this Management Statement, or any applicable Subsidiary Body By-laws and any applicable Rules or make the tenant or licensee leave the Community Parcel.

25.24. WASHING

25.124.1 An Owner or Occupier of a Lot must not hang any washing, bedding or other articles of a similar nature in any area visible from any Community Property, road, footpath, parks and the like within the Community Scheme.

26.25. KEEPING OF ANIMALS

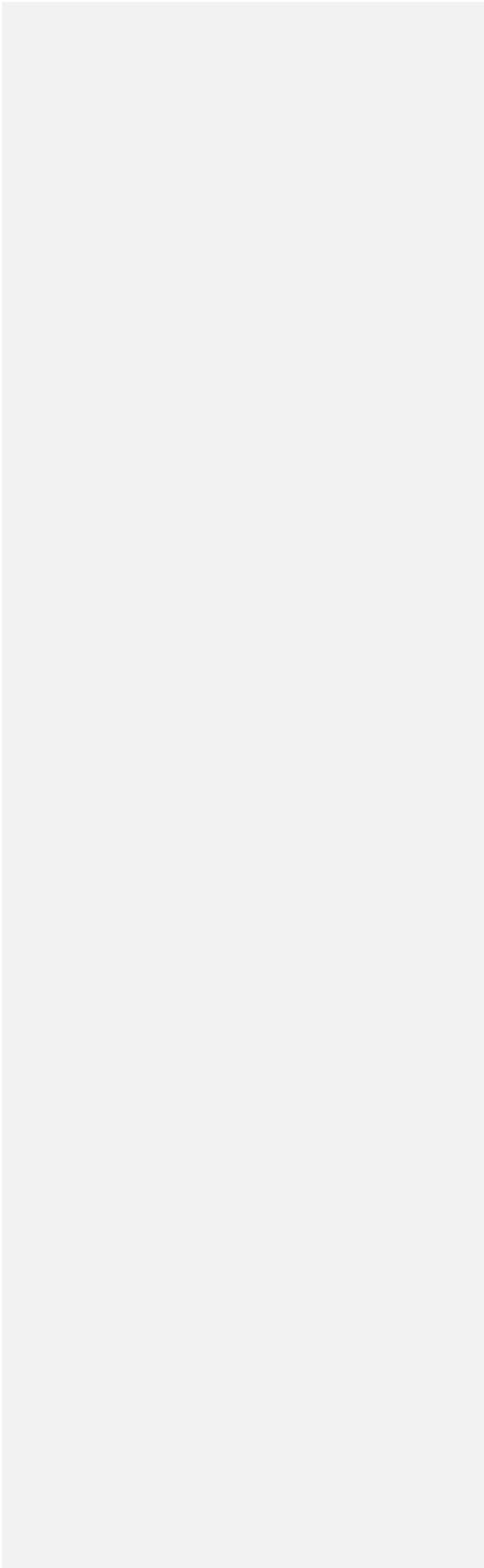
Lot & Neighbourhood Scheme

26.125.1 An Owner or Occupier of Lot 2 and 3 may not keep any animals. An Owner or Occupier of Lot 4 may keep animals if permitted under the strata scheme by-laws for that scheme (if any).

27.26. PARKING

Parking

27.126.1 All parking areas allocated by the Original Proprietor within the Community Parcel will be available for use by the Owners and Occupiers together with their guests, patrons and staff within the Community Parcel. The Original Proprietor while the registered proprietor of any Lot may vary any areas available for car parking and impose conditions on the use of that car parking at its discretion, subject to complying with all approvals issued by Government Authorities.



27.226.2 In accordance with the DA Requirements, no reduction in the existing parking provision on Lots 2, 3, and 4 of the Community Plan will occur and all parking spaces will remain freely available to visitors and staff associated with the approved uses of the Community Parcel until such time as those DA Requirements are varied, amended or otherwise rendered redundant by further approvals granted by Government Authorities.

27.326.3 The Initial Subdivision will remain consistent with the intention and conditions of the consents issued by the Council applying to the land, other than in respect of any developments of Lot 3 and Lot 4 consented to by the Management Committee to extent that any such developments are consistent with such consents subsequently issued by the Council of any applicable Government Authority.

27.426.4 Access and parking will remain available within the Community Parcel for approved activities in accordance with any development consents that have been issued prior to the community title subdivision and which remain current for the Community Parcel or part thereof.

27.526.5 Any owner of a Lot undertaking future development on a Development Lot must demonstrate no loss of parking provision on the Community Parcel (i.e. for the existing Club related and Hotel related uses on Lots 2 and 3 of the Community Plan).

27.626.6 Any loss of parking on Lot 4 of the Community Plan is to be compensated elsewhere within Community Parcel. Adequate parking for the Hotel and Club related activities must remain available for use by Owners of Lot 3 and Lot 4.

27.726.7 An Owner or Occupier may only park a motor vehicle in the designated parking areas in the Community Parcel as determined by time to time of the Original Proprietor.

27.826.8 It is acknowledged that the Development Rights Holder may in undertaking the Development Rights alter the parking arrangements for the Owners of the Development Lots and Lot 2 but, in doing so, must always comply with the principles set out in this By-law 26 and in accordance with any approvals given by Government Authorities required for the Development Activities to be lawfully undertaken.

27.926.9 The Owner of Lot 4 must as part of the development of Lot 4 include in the design and construction the number of car spaces required for the Occupiers and their guests required by each relevant development consent, including the DA Requirements, and the requirements of Government Agencies.

28.27. **COMMUNITY ASSOCIATION'S RIGHTS AND OBLIGATIONS**

General

28.127.1 The Community Association may exercise a right, power or remedy provided in the Management Statement or the Management Act:

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

28.227.2 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.

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

Contracts

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

- (a) management, operational, maintenance and other services for the Community Property; and

- (b) Services or amenities to Owners or Occupiers of Lots upon the prior agreement of those Owners and Occupiers.

Remedy

28.527.5 The Community Association may do anything on a Lot which should have been done by an Owner or Occupier of a Lot under this Management Statement, but which has not been done, or has not been done properly.

- (a) If By-law 27.5 applies, then the Community Association is entitled to: enter and remain on the Lot for as long as it is necessary;
- (b) carry out Works; and
- (c) recover any costs associated with carrying out Works under this Management Statement from the Owner of the Lot.

Not Liable for Damage

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

Obligations of Owners and Occupiers

28.727.7 By-law 27.6 does not apply if, the damage loss or injury follows the negligence or fraud of the Community Association or any employee or agent of the Community Association.

Communications with Community Association

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

29.28. **OBLIGATIONS OF OWNERS AND OCCUPIERS**

Compliance with Requirements, Orders and Notices

29.128.1 An Owner or Occupier of a Lot must comply on time with:

- (a) each requirement and order of each statutory authority and Government Agency; and
- (b) each law for the Lot and the use or occupation of the Lot.

Contractors

29.228.2 An Owner or Occupier of a Lot may only directly or indirectly instruct agents, employees or contractors for each individual lot.

Use

29.328.3 An Owner or Occupier of a Lot must not do any of the following on either that Owner's or Occupier's Lot or on the Community Parcel:

- (a) engage in any illegal conduct or activity; or
- (b) do anything that might damage the good reputation of the Community Scheme or any associated business.

Permitted Persons

29.428.4 An Owner or Occupier of a Lot must take all reasonable steps to ensure that a Permitted Person complies with this Management Statement.

29.528.5 If an Owner or Occupier of a Lot cannot comply with By-law **28.4**, then that person must:

- (a) withdraw the consent of the relevant Permitted Person to be on the Community Parcel; and
- (b) request the Relevant Permitted Person to leave the Community Parcel.

29.628.6 If this Management Statement prohibits an Owner or Occupier of a Lot from doing anything, the Owner or Occupier must not allow or cause another person to do that thing.

Lessees/Licensees

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

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

Things Done at Owner's or Occupier's Cost

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

30.29. RULES

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

30.229.2 The Rules must be consistent with:

- (a) the Management Act;
- (b) the Development Act;
- (c) this Management Statement; or
- (d) the terms of the Development Consent.

30.329.3 Despite By-law **29.1**, the Community Association may only make or vary Rules affecting Restricted Community Property if it has the consent of the person with the benefit of the Restricted Use Rights.

30.429.4 If a Rule made by the Community Association is inconsistent with the Management Act, this Management Statement or any requirement of an authority, then the Management Act, this Management Statement and the requirement authority prevail to the extent of the inconsistency.

30.529.5 The Rules bind an Owner, Occupier, mortgagee in possession of a Lot, lessee of a Lot, Permitted Person.

30.629.6 In addition to its powers in the Management Act and elsewhere in this Management Statement, the Community Association has power under this By-law to do anything in the Community Parcel that should have been done by an Owner or Occupier or Subsidiary Body under this Management Statement but has not been done or not done to the reasonable satisfaction to the Community Association.

30.729.7 The Community Association must give notice to an Owner or Occupier or Subsidiary Body specifying when it proposes to enter the Lot or Subsidiary Body Property to do a thing as it is entitled to do under By-law **29.6**.

30.829.8 The Owner or Occupier or Subsidiary Body must:

- (a) give the Community Association person authorised access to the Lot or Subsidiary Body Property according to the notice; and
- (b) pay the Community Association costs for doing the thing.

31.30. RESPONSIBILITY FOR DAMAGE

31.130.1 The Community Association is not liable for damage or loss of property or injury to any person at or near the Community Parcel except to the extent that the Community Association or its employees, contractors or agents are negligent.

32.31. SERVING AND RECEIVING NOTICES

32.131.1 A notice, demand, consent, approval, communication under this Management Statement must be in writing and be:

- (a) delivered personally to the addressees;
- (b) left at the current address of the addressees;
- (c) by pre-paid ordinary post to the current address of the addressee;
- (d) sent to the current facsimile number of the addressee; or
- (e) sent via email to the current email address of the addressee.

32.231.2 A notice issued under By-law **31.1** will be received as follows:

- (a) a notice or communication takes effect from the time it is received by the addressee or by the time specified in it (whichever is the later);
- (b) postal notice or communication is received on the third day after it was posted;
- (c) the facsimile is received:
 - (i) On the date of the transmission report from the machine that sent the facsimile that shows the whole facsimile was sent to the facsimile number of the addressee;
 - (ii) If the facsimile is sent after 5pm, then next Business Day; or
 - (iii) If the facsimile is sent on a day which is not a business day, then the next business day; and
- (d) an email received on the date the senders email receives by return a non-automated response from the addresses confirming receipt of the notice.

33.32. GST

32.1 The following definitions apply to this management statement:

GST means:

- (a) The same as in the GST Law; and
- (b) any additional tax, penalty tax, fine, interest or other charge under a law for such a tax.

GST Law means the same as “GST Law” means in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

33.232.2 Words defined in the GST Law have the same meaning as in this By-law 32 and:

- (a) If a person is a member of a GST group, reference to GST for which the person is liable and to input tax credits to which the person is entitled include GST for which the representative member of the GST group is liable and input tax credits to which the representative member is entitled; and
- (b) References to GST extend to any notional liability of any person for GST and to any amount which is treated as GST under the GST Law, and references to an input tax credit extend to any notional input tax credit to which any person is entitled.

33.332.3 A recipient of a taxable supply under this management statement must:

- (a) Pay to the supplier an amount equal to any GST for which the supplier is liable on any supply by the supplier under this management statement, without deduction or set-off of any other amount; and
- (b) Make that payment as and when the consideration or part of it must be paid or provided. If the recipient does not pay the GST at that time, then it must pay the GST within 7 days of a written request by the supplier for payment of the GST.

33.432.4 Each party making a taxable supply under this management statement must issue a tax invoice to the other party for each taxable supply within 10 Business Days of making the taxable supply.

33.532.5 If a party is obliged to make a payment under an indemnity or is required to reimburse a party for a cost (for example, a party's obligation to pay another party's legal costs) on which that other party must pay a GST, the indemnity or reimbursement is for the cost plus all GST (except any GST for which that party can obtain an input tax credit).

PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

There are no By-laws required by any public authority.

34.33. PUBLIC ACCESS

34.133.1 The Community Association must maintain at its cost and permit the use of, all Community Property and Community Facilities by such persons as necessary and permitted by this Management Statements.

Execution Page

Certified as correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised persons whose signatures appears below pursuant to the authority specified.

Name of Corporation
Tuggerah Lakes Memorial Club Ltd
A.C.N. 001 038 400
Authority: [in accordance with s.127 of the Corporations Act 2001

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

Certified as correct for the purposes of the *Real Property Act 1900* by the registered proprietor's attorney/s who signed this dealing pursuant to the power of attorney specified:

) **Attorney Name:**
) **Signing on behalf of:**
) **HCL1 Pty Ltd A.C.N. 141 729 615**
) **Power of attorney dated:**
) Book:.....No:

.....
Signature of witness

.....
Name of witness

.....
Address of witness

.....
Signature
By signing this instrument the attorney confirms they do not have notice of the revocation, termination or suspension of the power

Certificate of Approval

It is certified:

- (a) That the consent authority has consented to the development described in Development Application No. DA/197/2018 and DA/.....; and
- (b) That the terms and conditions of this management statement are not inconsistent with that development as approved

Date:

Authorised Officer of Central Coast Council

Executed by Central Coast Council

By its authorised officer pursuant to delegation from Council and in the presence of:

Witness

Name and address of witness

Mortgagee signature block