

Volume 1:

Annex F: Community Management Statement

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1. Community Management Statement
for Myall Quays

MANAGEMENT STATEMENT

Sheet 1 of 40 Sheets

DP 270100

COMMUNITY MANAGEMENT STATEMENT

MYALL QUAYS

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**COMMUNITY LAND DEVELOPMENT ACT 1989
COMMUNITY LAND MANAGEMENT ACT 1989**

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 or Strata Lot within the Community Scheme.

This Management Statement should be read with reference to Part 6.

PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

These By-Laws relate to the control and preservation of the essence or theme of the Community Scheme and as such may only be amended or revoked by a unanimous resolution of the Community Association in accordance with section 17(2) of the Community Land Management Act 1989.

BY-LAW 1.1 ARCHITECTURAL AND LANDSCAPE STANDARDS

- 1.1.1 The Community Association may prescribe Architectural and Landscape Standards for the Community Property.
- 1.1.2 Each Subsidiary Body must prescribe Architectural and Landscape Standards for the relevant Subsidiary Body.
- 1.1.3 On prescription of the standards referred to in this By-Law the standards shall become Architectural and Landscape Standards for the Community Scheme.
- 1.1.4 The Architectural and Landscape Standards bind:
- (a) the Community Association and each Subsidiary Body;
 - (b) each proprietor or occupier of a Lot;
 - (c) each mortgagee in possession of a Lot; and
 - (d) each lessee of a Lot.

BY-LAW 1.2 AMENDING ARCHITECTURAL AND LANDSCAPE STANDARDS

- 1.2.1 The Community Association may from time to time add to or alter the Architectural and Landscape Standards by unanimous resolution. The Architectural and Landscape Standards may not be added to or altered except in accordance with this By-Law.
- 1.2.2 The proprietor of a Lot or a Subsidiary Body may make application to the Community Association requesting additions or alterations to Architectural and Landscape Standards.



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- 1.2.3 An application under By-Law 1.2.2 must contain sufficient details of the proposed additions or alterations to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed additions or alterations. The Community Association may request additional information to enable it to make a decision on an application.
- 1.2.4 The Community Association must refer an application under By-Law 1.2.2 to a General Meeting for its decision by unanimous resolution.
- 1.2.5 If the Architectural and Landscape Standards are added to or altered, in accordance with this By-Law, then the Community Association must, within a reasonable time, deliver a copy of the additions or alterations to each Subsidiary Body and each proprietor of a Community Development Lot.
- 1.2.6 The Community Association must, when requested by the proprietor of a Lot or a Subsidiary Body, provide the proprietor of the Lot or Subsidiary Body at the reasonable cost of that proprietor or Subsidiary Body with an up to date copy of the Architectural and Landscape Standards.

BY-LAW 1.3 APPROVALS

- 1.3.1 All plans and specifications must be submitted to the Original Proprietor for consideration and approval including, without limitation, plans and specifications for Building Modifications, New Constructions or Landscape Modifications for as long as the Original Proprietor owns a Lot and is willing to act in this capacity. After that, the Executive Committee must consider and approve plans and specifications.
- 1.3.2 No Building Modification, New Construction or Landscape Modification may commence or take place until the plans and specifications for it have been approved by the Executive Committee as to:

For Building Modification or New Construction:

- (a) suitability of design, colour and materials;
- (b) quality of design, colour and materials;
- (c) harmony of external design with existing structures;
- (d) location in relation to surrounding structures and topography;
- (e) elevation in relation to existing structures and topography; and
- (f) harmony with existing landscaping; or

For Landscape Modification:

- (g) suitability of design, colour, plant species and landscape materials and features;

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- (h) quality of design, colour, plant species and landscape materials and features;
- (i) location in relation to surrounding structures and topography;
- (j) elevation in relation to existing structures and topography;
- (k) harmony with existing landscaping and structures; and
- (l) the removal of or dealing with existing plants, flowers, shrubs and trees.

1.3.3 The plans and specifications submitted for approval must:

For Building Modification or New Construction:

- (a) show the nature, kind, shape, height, width, colour, size, materials and location of the Building Modification or New Construction; and
- (b) contain a landscaping proposal; or

For Landscape Modification:

- (c) show the nature, kind, shape, colour, height, quantity and location of the proposed plants, flowers, shrubs and trees; and
- (d) show the nature and type of proposed landscaping material and features.

1.3.4 Approval or disapproval under this By-Law of plans and specifications must be made solely on the matters set out in:

- (a) the By-Laws;
- (b) the Architectural and Landscape Standards in force at the time of its decision; and
- (c) the Rules in force at the time of the decision.

1.3.5 The Original Proprietor or the Executive Committee are the sole approving bodies for applications for approval under By-Law 1.3.2. This does not prevent the Original Proprietor or the Executive Committee from referring any application to the Community Association for a direction given by a General Meeting of the Community Association.

BY-LAW 1.4 MODIFICATIONS AND NEW CONSTRUCTIONS BY COMMUNITY ASSOCIATION

If the Community Association wants to make or permit:

- (a) a Building Modification;
- (b) a Landscape Modification; or
- (c) a New Construction

on Community Property, then it must comply or ensure compliance with the Architectural and Landscape Standards.

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PART 2

RESTRICTED COMMUNITY PROPERTY

These By-Laws may not be amended during the initial period, except by order of the Supreme Court or the Board, and may only be amended after the expiry of that initial period by special resolution and with the written consent of each person entitled by the By-Law to use the restricted Community Property in accordance with section 54 of the Community Land Management Act 1989.

BY-LAW 2.1 DEVELOPMENT IN STAGES

- 2.1.1 Use of Community Property as it is comprised from time to time (except the Area Not Required For Development) and Service Lines owned by the Community Association is restricted to the proprietors for the time being of Community Development Lots 3, 4 & 5 (excluding a Subsidiary Body) ("Developer") jointly and severally in the manner and for the purposes set out in these By-Laws.
- 2.1.2 Restricted use of the Community Property referred to in this By-Law shall cease when the Developer serves upon the Community Association a notice informing the Community Association that Development Activities on the Community Parcel have ceased. Despite this the Developer may give such a notice at any time in relation to part of the Community Property if Development Activities on that part of the Community Property have ceased at which time restricted use of that part of the Community Property will cease.
- 2.1.3 The Developer and all persons authorised by the Developer have the Development Rights for the purpose of facilitating development of the Community Parcel in stages and carrying out Development Activities on the Community Parcel.
- 2.1.4 The terms and conditions relating to use of the Community Property under this By-Law are the Development Conditions.
- 2.1.5 Access to Community Property referred to in this By-Law is to be exercised by public road or Access Ways set apart under the Development Act.
- 2.1.6 If the Developer locks up or secures any of the Community Property referred to in this By-Law, the Developer must give the Secretary a Security Key for that locked or secured area.
- 2.1.7 Subject to any requirements imposed by the Council, the restricted use rights conferred on the Developer in this By-Law may be exercised between the hours of 7.00 am and 7.00 pm on Mondays to Saturdays inclusive or such other times as may be permitted by the Council, excepting Sundays, Christmas Days and Good Fridays.
- 2.1.8 Subject to the obligations imposed by the Development Conditions the Community Association must maintain the Community Property.
- 2.1.9 The Community Association must levy a contribution on its members for any costs associated with maintaining the Community Property referred to in this By-Law unless that cost is payable by the Developers under this By-Law.

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See Rq. 6346634
See new by-laws 2.1.10
filed as ANNEXURE 'D'

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PART 3

MANDATORY MATTERS

BY-LAW 3.1 ACCESS WAY

No part of the Community Property has been set apart as an Access Way.

BY-LAW 3.2 COMMUNITY PROPERTY AND SPECIAL FACILITIES

- 3.2.1 The Community Association is responsible for the control, management and maintenance of the Community Property in accordance with the Management Act.
- 3.2.2 The Community Association is entitled to make Rules relating to use of the Community Property but such Rules are subject to the By-Laws and must not impede any express rights in relation to the use of Community Property or Special Facilities granted under a By-Law.
- 3.2.3 The Community Association may contract with persons to provide management operational, maintenance and other services in connection with Community Property.
- 3.2.4 (a) The proprietor of each Community Development Lot must procure for the Community Association on registration of a Subsidiary Plan exclusive use by exclusive use by-laws (or care and control by some other means) of the Restricted Subsidiary Association Property in the relevant Subsidiary Scheme.
- (b) If the exclusive use by-laws referred to in paragraph (a) of this By-Law are not created on registration of the relevant Subsidiary Plan, then the proprietor for the time being of the relevant former Community Development Lot must promptly procure the Subsidiary Body created on subdivision of that Community Development Lot to enter into an agreement for the care and control of the Restricted Subsidiary Association Property by the Community Association or pass a by-law to grant exclusive use of the Restricted Subsidiary Association Property to the Community Association.(or both).
- (c) The Community Association must accept a grant of exclusive use or care and control of the relevant Restricted Subsidiary Association Property under paragraph (a) or (b) of this by-law and, subject to paragraph (d) of this By-Law, is responsible for the control management, operation, maintenance, and repair of the Restricted Subsidiary Association Property as if it was Community Property.

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- (d) the exclusive use by-law and the agreement contemplated by By-Laws 3.2.4(a) and (b) must provide for the relevant Subsidiary Association to reimburse the Community Association for the costs associated with the operation, management, maintenance and repair of the Restricted Subsidiary Association Property in that Subsidiary Scheme. The costs payable by the relevant Subsidiary Association under this By-Law 3.2.4(d) are to be calculated by reference to actual costs or a method of calculation which fairly apportions these costs.
- (e) The Restricted Subsidiary Association Property is available for use by persons entitled to use Community Property as if it were Community Property.
- (f) The grant of exclusive use under paragraph (a) or (b) of this By-Law must contain a provision imposing on the members of the Community Association the obligation to contribute towards the costs of control, management, operation, maintenance and repair of the Restricted Subsidiary Association Property as if those costs were Community Association costs levied under the Management Act.

BY-LAW 3.3 INTERNAL FENCING

- 3.3.1 Subject to this By-Law 3.3, provision of, and payment for internal fencing on the Community Parcel is governed by the Dividing Fences Act 1991.
- 3.3.2 Neither the Community Association or any Subsidiary Body has any obligation in relation to the provision of, or payment for internal fencing on the Community Parcel, unless they resolve otherwise.
- 3.3.3 With the approval of the Executive Committee, a fence may be constructed parallel with the Access Way at the front of the Lot ("Front Fence").
- 3.3.4 If a Front Fence is constructed it must:
 - (a) be constructed forward of the building line but not closer than 1 metre to the front boundary line;
 - (b) not exceed 0.8 metres in height; and
 - (c) extend for the length of the side boundaries to the side boundary fence.

~~3.3.5 A fence may be constructed with 5 metres of and parallel with the rear boundary line of a Lot ("Rear Fence").~~

~~3.3.6 If a Rear Fence is constructed it must:~~

- ~~(a) be constructed of powder coated aluminium "looped" pool fencing;~~
- ~~(b) not exceed 1.2 metres in height;~~
- ~~(c) be of a colour that is in keeping with the external walls of any dwelling constructed on the Lot; and~~

REPEALED

See Rq. 5851594
See new by-laws
filed as ANNEXURE A

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~~(d) not be constructed of solid "Colourbond" fencing or other similar material.~~

~~3.3.7 An existing Rear Fence constructed on a Lot adjacent to Community Property or Association Property that is a public walkway or public open space, must not be altered without the written approval of the Original Proprietor or Executive Committee according to By Law 1.3.~~

~~3.3.8 A fence constructed along the side boundary line of a Lot ("Side Fence") must:~~

- ~~(a) be constructed at least 1 metre to the rear of the building line;~~
- ~~(b) be at least 5 metres from the rear boundary line;~~
- ~~(c) be of height of 1800 mm except for the end closest to the rear boundary which may taper to 1200 mm in height from a point located 4.8 metres from the end of that fence; and~~
- ~~(d) be constructed of:
 - ~~(i) lapped and capped timber palings treated with copper chromium arsenate (C.C.A.);~~
 - ~~(ii) bagged and painted brick;~~
 - ~~(iii) brushwood; or~~
 - ~~(iv) any other material approved by the Executive Committee.~~~~

3.3.9 To assist koalas that frequent the area to travel safely throughout the Community Parcel, if a fence fully encloses any part of any Lot and is more than 0.8 metre in height, square lattice panels must be fitted to each Side Fence that are:

- (a) not less than 1.5 metres x ^{1.5}~~1.05~~ metres;
- (b) not less than 10 metres apart; and
- (c) securley fitted vertically to the inside of the fence.

SEE 8537409 BY-LAWS
3.3.10 TO 3.3.12 ADDED
SEE ANNEXURE 'E'

BY-LAW 3.4 GARBAGE

3.4.1 Garbage must be sorted, stored and made available for collection in accordance with the requirements of the Community Association and Council. Council's requirements prevail if there is any inconsistency.

3.4.2 Neither the Community Association nor any Subsidiary Body has any obligation to collect garbage (subject to their obligations to properly maintain Community Property or Subsidiary Association Property as the case may be).

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BY-LAW 3.5 SERVICES

- 3.5.1 The relevant Service Provider is responsible for and must maintain and repair Statutory Services and associated Service Lines within the Community Parcel.
- 3.5.2 The Community Association is responsible for and must maintain and repair Private Services and associated Service Lines within the Community Parcel.
- 3.5.3 If a Service Line is shown as a proposed Service Line in the Prescribed Diagram for the Community Scheme or a Subsidiary Scheme, and it is installed in a position different from that shown in the relevant Prescribed Diagram, each proprietor of a Lot, any Subsidiary Body and the Community Association must take whatever action is necessary under Section 36(4) of the Development Act to enable a later prescribed diagram to be registered as an amendment of the Management Statement or as an amendment of any relevant Neighbourhood Management Statement.

BY-LAW 3.6 INSURANCE

- 3.6.1 In addition to the provisions of the Management Act which apply in relation to insurances the following By-Laws apply.
- 3.6.2 The Community Association must review, on an annual basis:
- (a) all insurances effected by it; and
 - (b) the need for new or additional insurances.
- 3.6.3 Notice of an Annual General Meeting must:
- (a) include a form of motion to decide whether insurances effected by the Community Association should be confirmed, varied or extended; and
 - (b) (unless the Executive Committee otherwise resolves) for every alternate Annual General Meeting be accompanied by a written valuation of all buildings, structures and other improvements on Community Property made by a qualified valuer.
- 3.6.4 The Community Association must immediately effect new insurances or vary or extend existing insurances if there is an increase in risk or a new risk to Community Property or the Community Association.
- 3.6.5 A proprietor or occupier of a Lot must not, except with the approval of the Community Association, do anything that might:
- (a) void or prejudice insurance effected by the Community Association; or
 - (b) increase any insurance premium payable by the Community Association.

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BY-LAW 3.7 EXECUTIVE COMMITTEE

- 3.7.1 In addition to the provisions of the Management Act in relation to the Executive Committee, the following By-Laws apply.
- 3.7.2 The office bearers of the Executive Committee are the officers required by the Management Act.
- 3.7.3 The Functions of office bearers of the Executive Committee are:
- (a) those set out in the Community Titles Legislation; and
 - (b) the usual Functions performed by the relevant office bearer in an organisation.
- 3.7.4 The Management Act applies in relation to meetings of the Executive Committee.
- 3.7.5 The Executive Committee must fix (and maintain) a notice board to some prominent part of the Community Property.
- 3.7.6 The Secretary or the member of the Executive Committee who convenes a meeting must, for not less than 48 hours immediately before the Executive Committee holds a meeting, display on the notice board:
- (a) the notice of intention to hold the meeting; and
 - (b) the proposed agenda for the meeting.
- 3.7.7 The agenda for a meeting must include details of all business to be dealt with at that meeting.
- 3.7.8 No business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.
- 3.7.9 A proprietor of a Lot or, where the proprietor is a corporation, the company nominee of the corporation, may attend a meeting of the Executive Committee but that person may not address the meeting unless authorised by the Executive Committee.
- 3.7.10 The Management Act applies in relation to the keeping of minutes of Executive Committee meetings, records of its decisions and records of notices given to the Secretary.

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PART 4

OPTIONAL MATTERS

BY-LAW 4.1 RESTRICTIONS ON PARKING

- 4.1.1 A proprietor or occupier of a Lot must not park a vehicle, boat or trailer on or over any paved footpath, or bicycle way, on the Community Parcel.
- 4.1.2 A proprietor or occupier of a Lot must ensure that their invitees use any visitor parking area only for the purposes of casual parking.

BY-LAW 4.2 COMMUNITY ASSOCIATION'S RIGHT TO ENTER INTO CONTRACTS

- 4.2.1 The Community Association may, on its own behalf or on behalf of any Subsidiary Body, contract with persons to:

- (a) provide management, operational maintenance and other services in connection with Community Property;
- (b) provide services or amenities to the proprietors or occupiers of Lots; and
- (c) provide other services or amenities to Community Property, Subsidiary Association Property or the proprietors and occupiers of the Lots.

- 4.2.2 (a) The Community Association is empowered, on its own behalf or on behalf of each Subsidiary Body, to contract with the Original Proprietor or its nominee ("**Manager**") to provide management maintenance and operational services in relation to the Community Scheme.

- (b) The Community Association intends during the initial period to enter into a management agreement the effect of which is disclosed for the purposes of the Management Act as follows:

Parties: The Community Association and Manager.

Term: 5 years with 1 option of 5 years.

Duties: The duties of the Manager are:

- (a) in accordance with the directions of the Community Association, the cleaning, caretaking, security, supervision and service of the Community Property and Subsidiary Association Property use of which is restricted to the Community Association or any personal property vested in the Community Association and for the general repair and maintenance or renewal and replacement of that property;

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- (b) the provision of services to the Community Association and Subsidiary Bodies or the proprietors and occupiers of Lots, including without limitation, the services of a handyman, room cleaning and servicing, food and non-alcoholic drink service;
- (c) a letting or property management and sales service;
- (d) the supervision of any employees or contractors of the Community Association;
- (e) any other matter, activity or thing which the Community Association agrees is necessary or desirable having regard to the operational and management requirements of the Community Association,

but excluding any services which only a Managing Agent may perform.

Privileges of the Manager: The Manager has the sole right to conduct a letting service and to provide ancillary and other services to Subsidiary Bodies and proprietors of Lots in the Community Scheme.

Remuneration: An annual sum equivalent to 20% of the annual operational, management and maintenance costs of the Community Scheme excluding the costs incurred by a Managing Agent.

Assignment: The Manager has the right to assign its rights under the agreement to a respectable and responsible assignee.

Termination: The agreement may be terminated by the Community Association if:

- (i) the Manager assigns its interest in the agreement in breach of assignment provisions;
- (ii) the Manager fails or neglects to carry out its duties after 21 days notice of same from the Community Association;
- (iii) the Manager is guilty of gross misconduct or gross negligence in performance of its duties; or
- (iv) the Manager enters into liquidation.

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The agreement may be terminated by the Manager:

- (i) if the Community Association fails or neglects to carry out its duties after 21 days notice of same from the Manager;
- (ii) if the Community Association fails to pay to the Manager its remuneration or other moneys payable within 14 days of the due date whether or not any formal demand has been made;
- (iii) if an order is made by the Supreme Court of New South Wales for variation or termination of the Community Scheme; or
- (iv) at any time during the term of the agreement upon giving 3 months prior notice to the Community Association.

BY-LAW 4.3 PRIVATE SERVICES

4.3.1 The Community Association may, on its own behalf or on behalf of a Subsidiary Body:

- (a) provide Private Services to a Subsidiary Body or the proprietor or occupier of a Lot;
- (b) arrange for the installation and maintenance of Service Lines for the provision of Private Services; and
- (c) contract with persons to monitor or provide, in part or in whole, Private Services.

4.3.2 The proprietor or occupier of a Lot must not:

- (a) carry out any works which interfere with Private Services;
- (b) carry out any works which interfere with Private Services except with the approval of the Community Association; or
- (c) obstruct access to, overload or damage Private Services.

4.3.3 If a proprietor or occupier of a Lot becomes aware of damage to or the defective operation of Private Services they must immediately give notice to the Community Association of that damage or defective operation.

BY-LAW 4.4 COMMUNITY ASSOCIATION'S RIGHT TO MAINTAIN SERVICES

Subject to giving notice in accordance with section 60(2) of the Management Act, the Community Association and persons authorised by it may enter a Lot to maintain, repair, alter, add to, increase the capacity of or renew Private Services.

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BY-LAW 4.5 PROPRIETOR AND OCCUPIER RESPONSIBLE FOR OTHERS

- 4.5.1 A proprietor or occupier of a Lot must take all reasonable steps to ensure that an Authorised Visitor complies with the By-Laws as if that Authorised Visitor were a proprietor or occupier of a Lot.
- 4.5.2 If an Authorised Visitor does not comply with the By-Laws then the proprietor or occupier must withdraw the consent of the person to be on the Community Parcel and request that person to leave the Community Parcel.
- 4.5.3 If the By-Laws prohibit a proprietor or occupier of a Lot from doing a thing, the proprietor or occupier must not allow or cause another person to do that thing.

BY-LAW 4.6 THINGS NOT IN KEEPING

The proprietor or occupier of a Lot must not, except with the approval of the Community Association, construct, install or maintain on or in a Lot any thing which can be seen from outside the Lot and which in the reasonable opinion of the Community Association is not in keeping with the building on or the landscaped areas of the Lot.

BY-LAW 4.7 MAINTENANCE OF BUILDING ON A LOT

- 4.7.1 The proprietor or occupier of a Lot must keep the Lot clean and tidy and in good repair and condition.
- 4.7.2 The Community Association may give a notice to the proprietor or occupier of a Lot requiring them to comply with the terms of this By-Law.

BY-LAW 4.8 RULES

- 4.8.1 The Community Association may make Rules relating to the control, management, operation, use and enjoyment of the Community Parcel including, without limitation, the control, management operation and use of the Access Way and any Special Facilities or any Subsidiary Association Property under its control.
- 4.8.2 The Community Association may at any time add to or alter the Rules.
- 4.8.3 The Community Association may not make a Rule or add to or other a Rule so that it becomes inconsistent or in conflict with the Management Act, Development Act or the By-Laws.
- 4.8.4 Rules bind proprietors of Lots, Authorised Visitors, occupiers, mortgagees in possession and lessees of Lots and any Subsidiary Body.

BY-LAW 4.9 ADDITIONAL RESTRICTIONS

- 4.9.1 A proprietor or occupier of a Lot must not:
- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using Community Property or Subsidiary Association Property; or

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- (b) obstruct lawful use of Community Property or Subsidiary Association Property by any person.
- 4.9.2 A proprietor or occupier of a Lot when on Community Property or Subsidiary Association Property (or on any part of a Lot so as to be visible or audible from another Lot or from Community Property or Subsidiary Association Property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another Lot or to any person lawfully using Community Property or Subsidiary Association Property.
- 4.9.3 A proprietor or occupier of a Lot must not permit any child under the control of that proprietor or occupier to play on any area of Community Property or Subsidiary Association Property or unless accompanied by an adult remain on any area of Community Property or Subsidiary Association Property comprising a car parking area or other area of possible danger or hazard to children.
- 4.9.4 A proprietor or occupier of a Lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of Council.
- 4.9.5 A proprietor or occupier of a Lot must not use the Lot for any purpose that may impugn the good reputation of the Community Scheme.
- 4.9.6 A proprietor or occupier of a Lot must keep the Lot, including all glass in windows and all external doors and so much of such windows and doors as is Common Property (where applicable) (which are safely accessible to that proprietor or occupier), clean and in good repair.
- 4.9.7 A proprietor or occupier of a Lot must not operate or permit to be operated on the Community Parcel any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Community Parcel.
- 4.9.8 A proprietor or occupier of a Lot must not do or permit anything including, without limitation, bring or permit to be brought into the Community Parcel any heavy article, which might cause structural damage to the Community Parcel or any building on the Community Parcel.
- 4.9.9 A proprietor or occupier of a Lot must not do anything to interfere with, damage or deface Community Property or Subsidiary Association Property without the prior written consent of the Community Association or the relevant Subsidiary Body.
- 4.9.10 A proprietor or occupier of a Lot must not damage any lawn, plant, tree or garden forming part of or situated on Community Property or Subsidiary Association Property or use for the proprietor's or occupier's purpose as a garden any part of the Community Property or Subsidiary Association Property.

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- 4.9.11 A proprietor or occupier of a Lot must not, without the prior written consent of the Community Association or Subsidiary Body (as applicable), interfere with Community Property or Subsidiary Association Property or remove any article from the Community Property or Subsidiary Association Property placed there by direction or authority of the Community Association or Subsidiary Body and must use all reasonable endeavours to ensure that such items are used only for their intended use and not damaged.
- 4.9.12 A proprietor or occupier of a Lot must not, without the authority of the Community Association or Subsidiary Body (as applicable) interfere with the operation of any equipment installed in the Community Property or Subsidiary Association Property.
- 4.9.13 A proprietor or occupier of a Strata Lot must not modify any existing air conditioning unit, ventilation system or associated ducting (whether or not such air conditioning unit, ventilation system or associated ducting is contained wholly within that Strata Lot) without the prior written consent of the relevant Strata Corporation which consent must not be unreasonably withheld.
- 4.9.14 A proprietor or occupier of a Lot must not do or permit anything which may prejudice the security or safety of the Community Parcel and, without limitation, a proprietor or occupier of a Lot must take all reasonable steps to ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.
- 4.9.15 A proprietor or occupier of a Lot must promptly notify the Executive Committee of any damage to or defect in the Community Property or Subsidiary Association Property or any personal property vested in the Community Association or any Subsidiary Body.
- 4.9.16 The proprietor or occupier of a Lot is liable to compensate the Community Association or any Subsidiary Body in respect of any damage to the Community Property or Subsidiary Association Property or personal property vested in the Community Association or any Subsidiary Body caused by that proprietor or occupier or any lessee, licensee or invitee of that proprietor or occupier.
- 4.9.17 The Community Association or any Subsidiary Body must take all reasonable steps to ensure the security of the Community Parcel (or any part of it) from intruders and to preserve the safety of the Community Parcel from fire or other hazard.
- 4.9.18 The proprietor or occupier of a Lot must not, except with the approval of the Community Association, use, keep or store on the Lot or any other part of the Community Parcel, any flammable chemical, gas or other materials other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle or internal combustion engine.
- 4.9.19 The proprietor or occupier of a Lot must not use any storage area outside the habitable part of the Lot for storage of any perishable substances and must keep such storage areas free of vermin at all times.

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- 4.9.20 The proprietor or occupier of a Lot must not enclose any storage area outside the habitable part of the Lot without the prior written consent of Council and the Community Association. This does not apply to such areas already enclosed when this Statement is registered.

BY-LAW 4.10 ANIMALS

- 4.10.1 The proprietor or occupier of a Lot in a Neighbourhood Scheme may keep or allow in their lot any:

- (a) goldfish or other fish kept in an indoor aquarium;
- (b) canaries, budgerigars or other similar birds kept indoors at all times;
- (c) a domestic dog with the consent of the Executive Committee; and
- (d) a domestic cat provided the animal is confined indoors between sunset and sunrise.

No other Animals may be kept or allowed in any other Lot or on any part of the Community Parcel.

- 4.10.2 In determining whether to grant its consent pursuant to paragraph (c), the Executive Committee may take into consideration the type and size of the dog, whether the relevant proprietor or occupier has obtained consent to the keeping of any other dog and any other matter which the Executive Committee considers relevant.

Consent Not Granted

- (e) The Executive Committee will not give its consent for a dog to be kept on a Lot if:
 - (i) it is not registered in accordance with the Dog Act 1966; or
 - (ii) it has been declared a dangerous dog under the Dog Act 1966.
- (f) The Executive Committee will generally not grant consent for the keeping of the dogs which - in the view of the Executive Committee - are accepted to be or have a reputation as being vicious, aggressive, noisy or difficult to control.

Consent Will Be Given

- (g) The Executive Committee will generally grant consent for the keeping of a small or medium sized dog which - in the opinion of the Executive Committee - are not accepted as being or have a reputation as being vicious, aggressive, noisy or difficult to control.

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Implied Conditions

4.10.3 Despite anything in this By-Law:

- (a) a completely or partially blind proprietor or occupier of a Lot may keep a dog used as a guide on a Lot; and
- (b) a completely or partially blind person may use a dog as a guide on a Lot or on any other part of the Community Parcel.

4.10.4 Where a proprietor or occupier of a Lot or any person who is on the Community Parcel with the proprietor's consent (express or implied) brings or keeps an Animal on a Lot or any other part of the Community Parcel the proprietor or occupier is:

- (a) responsible for ensuring that the Animal (in the case of a dog) is at all times restrained on a leash.
- (b) liable to the proprietors and occupiers of other Lots and all other persons lawfully on the Community Parcel for any noise which is disturbing to an extent which is unreasonable and for damage to or loss of property or injury to any person caused by the Animal; and
- (c) responsible for cleaning up after the Animal has used any part of another Lot or any other part of the Community Parcel.

4.10.5 The liability and responsibility imposed on the proprietors and occupiers of Lots under this By-Law exists notwithstanding that a proprietor or occupier has obtained the approval of the Community Association to keep an Animal on a Lot in a Neighbourhood Scheme.

4.10.6 The Executive Committee reserves absolutely to itself the right to order the removal of an Animal from the Community Parcel if after consideration of all evidence placed before it:

- (a) any Animal kept or allowed on a Lot becomes offensive, vicious or audibly or visually a nuisance; or
- (b) any Animal is kept in breach of any conditions of approval imposed by the Community Association under paragraph (b); or
- (c) the Animal is brought onto the Community Parcel, kept or used in breach of this By-Law.

4.10.7 If the Executive Committee orders the removal of an Animal under this By-Law then the proprietor or occupier who owns the Animal (or has the care or control of it) must remove the Animal from the Community Parcel in accordance with the terms of the order.

- (i) Any consent by the Executive Committee for the keeping of an Animal under this By-Law is subject to any requirement by a relevant Government Authority.

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BY-LAW 4.11 PESTICIDES, FERTILIZERS & INSECTICIDES

A proprietor or occupier of a Lot must, before applying any pesticide, fertilizer, insecticide or chemical of any description to or around a Lot, (or building on a Lot), ensure that the substance proposed to be used will not damage the environment on, around or below the surface level of the Lot, or any other Lot or Community Property or Subsidiary Association Property.

BY-LAW 4.12 PERMITTED ENCROACHMENTS

- 4.12.1 In this By-Law, the term "Permitted Encroachment" means eaves, guttering and downpipes or any part of them on a structure erected on Lot in a Neighbourhood Scheme, which encroaches onto an adjoining Lot to a maximum extent of 0.18 metres.
- 4.12.2 The proprietor of a Lot in a Neighbourhood Scheme on which an adjoining Lot encroaches (Lot Burdened) must accept any Permitted Encroachments onto that Lot and, without limitation, and subject to this By-Law, must in respect of the Permitted Encroachment, consent to the creation of any easement under Section 88B of the Conveyancing Act 1919 which benefits the adjoining Lot (Lot Benefited) and burdens the Lot Burdened.
- 4.12.3 An easement created under this By-Law should require that the proprietor of a Lot Burdened to:
- (a) refrain from causing or permitting any support provided by the soil of the lot burdened to the Permitted Encroachment to be removed; and
 - (b) use best endeavours to prevent any damage to or defacement of a Permitted Encroachment; and
 - (c) grant reasonable access to the Lot Burdened for the proprietor of the Lot Benefited (or that proprietor's agents) to inspect, repair, paint or replace a Permitted Encroachment.
- 4.12.4 An easement created under this By-Law should entitle the proprietor of a Lot Benefited to maintain and keep that part of the structure which is a Permitted Encroachment on and over that part of a Lot Burdened.
- 4.12.5 An easement created under this By-Law should require the proprietor of a Lot Benefited to:
- (a) except in the case of emergency, give the proprietor of a Lot Burdened not less than 7 days notice of access;
 - (b) cause as little disturbance to the Lot Burdened or its occupants as reasonably possible; and
 - (c) promptly make good all damage occasioned to that Lot.
- 4.12.6 An easement created under this By-Law should require the proprietor of the Lot Benefited to indemnify the proprietor of the Lot Burdened against:

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- (a) any costs, damages, expenses or awards arising out the existence of any encroachment referred to in this By-Law; or
- (b) the exercise by the proprietor of the Lot Benefited of any rights under the easement.

4.12.7 In this By-Law, the word "proprietor" includes lessee, occupier, mortgagee and covenant chargee.

BY-LAW 4.13 INTEGRATED HOUSING

4.13.1 A proprietor or occupier of a Lot must not erect a dwelling on any Lot less than 550m² in area unless the dwelling is in accordance with the siting and design provisions of Great Lakes Council's Policy for Integrated Housing (D.C.P.No.7).

4.13.2 A proprietor or occupier of a Lot must ensure that the design of a dwelling erected under this By-Law maximises solar access, acoustic and visual privacy and provides adequate and usable open space accessible to interior living areas to the satisfaction of the Great Lakes Council.

BY-LAW 4.14 MINIMUM AREAS

4.14.1 Despite any requirements of By-Law 1.1 and 1.2, the following minimum size covenant applies to a dwelling on a Lot in a Neighbourhood Scheme:

- (a) on any Lot of 400 square metres or less in area, a dwelling of not less than 115 square metres in area including any fully enclosed garage, but excluding any carport, breezeway, patio or verandah; or
- (b) on any Lot not less than 400 square metres in size but not more than 550 square metres in area, a dwelling of not less than 130 square metres in area including any fully enclosed garage but excluding any carport, breezeway, patio or verandah; or

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See Rg. 5051594
See new by-laws
filed as ANNEXURE 'A'

~~(a) on any Lot of 550 square metres or more in area, a dwelling of not less than 155 square metres in area including any fully enclosed garage but excluding any carport, breezeway, patio or verandah.~~

BY-LAW 4.15 REVETMENT WALLS

4.15.1 Revetment Walls must be built to a design approved by Great Lakes Council on developed Lots with absolute frontage to any Waterbody to protect the Lot from erosion and to protect the Waterbody from pollution.

4.15.2 A proprietor or occupier of a Lot must not damage or deface a Revetment Wall, or fix any permanent item or structure to the Revetment Wall or alter or allow to be altered the level of the sand or soil abutting, or in the vicinity of the Revetment Wall.

4.15.3 Despite a Revetment Wall being located entirely within the boundary of a Lot, the Community Association is responsible for keeping the Revetment Wall in a true and structurally sound position.

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- 4.15.4 The proprietor or occupier of a Lot must allow the Community Association's servants and agents access to their Lot for the purpose of effecting any repairs that may be necessary to maintain the integrity of the Revetment Wall.

4.16 DETENTION SYSTEM

- 4.16.1 In this By-Law Detention System includes a Detention System installed from time to time as and when each Community Development Lot is developed, to help maintain the highest possible water quality in any Waterbody within the Community Parcel.
- 4.16.2 The proprietor or occupier of a Lot on which a Detention Tank is installed is responsible for the care and maintenance of the Detention Tanks and all ancillary fittings. The proprietor or occupier must, without limitation, prevent sediments, weedicides, pesticides, fertilizers, grass clippings or other foreign matter entering the Detention Tanks and provisions of By-Law 4.19 shall apply in this instance.
- 4.16.3 To protect the Detention Tanks no proprietor or occupier of a Lot must erect any structure whatsoever or drive any vehicle on that part of the Lot containing the Detention System, which area extends from the rear boundary of the Lot to a line five metres in from and parallel to the rear boundary of the Lot.
- 4.16.4 The proprietors or occupiers of a Lot must not remove or damage the grated drain extending across the width of the rear Lot alongside the Revetment Wall or the associated sediment pits which collect water draining from the grated drain to the Detention Tanks and must maintain these drains and pits in good working order, free of silt, leaves, grass, weeds or other substances, so as to prevent all such foreign material entering into the Detention Tanks.
- 4.16.5 The proprietors or occupiers of a Lot must ensure that all stormwater draining from any roof, driveway or patio to be erected on any Lot is piped to and connected into the nearest Detention Tanks via a pit or pits located adjacent to one or both of the side boundaries of the Lot. Each pit must contain a sediment trap of a volume no less than 0.2 cubic metres capacity each, and this trap or these traps must be regularly cleaned of all silt, leaves, grass, weeds or other substances by the proprietor or occupier.

- 4.16.6 Persons approved by the Community Association may enter upon any Lot for the purpose of inspecting any Detention Tank or ancillary drainage works.

BY-LAW 4.17 JETTIES AND PONTOONS ON WATERBODIES

- 4.17.1 The Community Association is empowered to enter into license agreements with proprietors of Lots, which abut any Waterbody owned or under the control of the Community Association, for the construction, maintenance, use, repair and removal of jetties and pontoons on the Waterbody, and any excavation necessary to create a berth for a vessel provided always that the proprietor accepts that such license agreement is not necessarily exclusive and the Community Association may at its absolute discretion authorise the adjoining neighbour to share any jetty and pontoon on the terms and conditions set out in this By-Law.

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- 4.17.2 The Community Association may grant a license under this by-law subject to:
- (a) the proprietor undertaking to comply with the terms of the license agreement including the requirement to maintain and keep the jetty and pontoon in good repair and condition;
 - (b) the proprietor obtaining the consent of the Community Association to construct a jetty and pontoon on a Waterbody adjoining the proprietor's Lot;
 - (c) the proprietor (and any successor in title) granted a license under this by-law (licensee) being responsible for the maintenance, repair and, if necessary, removal of the jetty and pontoon the subject of the license; and
 - (d) the license shall allow the permanent mooring of only one vessel per Lot on the jetty and pontoon and the condition of license shall specify the type, size and repair of any vessel allowed to be moored on any jetty or pontoon in the Waterbody.
- 4.17.3 The Executive Committee will generally consent to the construction of a jetty and pontoon on a Waterbody owned by or under the control of the Community Association if the jetty and pontoon:
- (a) accords with Architectural and Landscape Standards for the construction of a jetty and pontoon;
 - (b) does not unduly interfere with the use and enjoyment of the Waterbody by other proprietors, occupiers and Authorised Visitors; and
 - (c) is specifically located adjacent to and parallel with the boundary of the Lot nominated by the Original Proprietor as the boundary from which a jetty and pontoon may extend ("Designated Boundary").
- 4.17.4 The Executive Committee may refuse or approve an application for the erection of a jetty and pontoon on a Designated Boundary under this By-Law with or without conditions.
- 4.17.5 To enhance the aesthetics of the Waterbody, all jetties and pontoons have been designed to accommodate two vessels and, as a consequence, most jetties and pontoons will be required to be erected parallel with, and in a line with, the middle of the Designated Boundary.
- 4.17.6 (a) Where only one proprietor of a Lot applies to erect a jetty and pontoon, or the Designated Boundary does not abut a property on which a residential home may be erected, the proprietor is responsible for the full cost of the erection and maintenance.
- (b) Where the proprietors of two adjoining Lots sharing a Designated Boundary agree to a joint application, the cost of erecting and maintaining the jetty and pontoon must be shared equally between the proprietors.

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- (c) Where an application is made by an adjoining owner not being the original applicant to share an existing jetty and pontoon, the subsequent applicant shall reimburse the original applicant half the current cost of replacing the jetty and pontoon, which amount shall be agreed between the parties and if such agreement is not forthcoming, then for an amount set by the Community Association. The original applicant shall be paid the amount determined from time to time by the Community Association less a 5% administration fee which shall be retained by the Community Association and form part of its sundry revenue.
- 4.17.7 Persons approved by the Community Association may enter onto the Lot and the jetty and pontoon the subject of the license agreement to do anything which should have been done by the licensee but which has not been done or not done properly in the construction and landscaping of the jetty and pontoon and the immediate environment.
- 4.17.8 If the Community Association exercises its right under this By-Law then for as long as it is necessary and at the cost of the licensee the Community Association and persons authorised by it may enter the Lot and remain there for as long as is necessary to carry out the works required under the license agreement to remove, and repair the jetty and pontoon.
- 4.17.9 Persons authorised by the Community Association may enter and remain on the Lot and any structure erected under the license agreement only after the date specified in a notice given to the licensee by the Community Association stating its intention to so enter and carry out the works.
- 4.17.10 The licensee must pay or reimburse the Community Association for the costs, charges and expenses of the Community Association in connection with the contemplated or actual enforcement, or preservation of any rights under the license or under this By-Law.

BY-LAW 4.18 TV AERIALS

A proprietor or occupier of a Lot must not erect any television aerial, radio mast, satellite dish or similar electronic receiving or transmitting device on any Lot where such device is visible from the street fronting the Lot or from Community Property unless the Lot is not provided with access to a cable capable of delivering:

- (a) television signals direct from any conventional television station transmitting to the area; and
- (b) television signals from any satellite transmitting to the area; and
- (c) television signals from any MDS television transmitter, transmitting to the area.

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Should a lot not be provided with access to (a), (b) and (c) the proprietor or occupier must not erect a television aerial, radio mast, satellite dish or similar electronic receiving or transmitting device without the consent of the Executive Committee.

BY-LAW 4.19 COMMUNITY ASSOCIATION'S RIGHT TO REMEDY

- 4.19.1 The Community Association may do anything on a Lot which should have been done by the proprietor or occupier of a Lot under the By-Laws but which has not been done or not been done properly.
- 4.19.2 If the Community Association exercises its right under By-Law 4.11.1, then for as long as it is necessary and at the cost of the proprietor or occupier of the Lot, the Community Association and persons authorised by it may enter the Lot and remain there.
- 4.19.3 The Community Association may enter and remain on a Lot under By-Law 4.11.2 only after the date specified in a notice given to the proprietor or occupier of the Lot by the Community Association stating its intention to so enter.

BY-LAW 4.20 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

- 4.20.1 A proprietor or occupier of a Lot must pay or reimburse the Community Association on demand for the costs, charges and expenses of the Community Association in connection with the contemplated or actual enforcement, or preservation of any rights under the By-Laws in relation to the proprietor or occupier.
- 4.20.2 The costs, charges and expenses under By-Law 4.12.1 shall include, without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.

BY-LAW 4.21 COMMUNITY ASSOCIATION NOT LIABLE FOR DAMAGE

The Community Association is not liable for damage to, or loss of property or injury to any person in or near the Community Parcel due to any cause other than the negligence or fraud of the Community Association or any employee or agent of the Community Association.

BY-LAW 4.22 INTEREST ON OVERDUE MONEY

- 4.22.1 A proprietor or occupier of a Lot must pay the Community Association interest on any amount, other than a contribution levied by the Community Association under the Management Act, that is due for payment and remains unpaid from and including the date it is due for payment.
- 4.22.2 During the period that an amount under this By-Law remains unpaid, on demand or at times notified by the Community Association, interest will be calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Community Association's bankers (as nominated by the Community Association) on overdraft accommodation in excess of \$100,000.

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- 4.22.3 Interest which is not paid when due for payment may be capitalised by the Community Association at monthly intervals and is payable on capitalised interest at the rate and in the manner referred to in this By-Law.
- 4.22.4 Nothing in this By-Law prevents the Community Association from recovering any amount exceeding the interest calculated under this By-Law as a consequence of any amount not being paid when due.

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PART 5

BY LAWS REQUIRED BY PUBLIC AUTHORITIES

BY-LAW 5 ORION ENERGY RIGHTS FOR ELECTRICITY TRANSMISSION LINES (OVER-HEAD AND/OR UNDERGROUND)

5.1.1 Full and free right leave liberty and licence for Orion Energy ("Transferee") its successors and assigns, its and their officers, servants, agents, workmen and contractors and all other persons authorised by it or them to act on its or their behalf:

- (a) to erect construct place inspect alter repair renew maintain and use of Community Property ("Servient Tenement") overhead and/or underground electricity transmission mains wires and cables and the supports therefore (including towers and poles) and other ancillary works for the transmission of electricity (the ownership of all of which works the Community Association ("Transferor") hereby acknowledges is vested in the Transferee); and
- (b) to cause or permit electricity to flow or to be transmitted through and along the said mains wires and cables; and
- (c) with or without vehicles and plant and equipment to enter and be in the Servient Tenement for the purposes of exercising any right leave liberty or licence granted hereunder; and
- (d) to cut trim or lop trees branches and other growths or foliage which now or at any time hereafter may overhang encroach or be in or on the Servient Tenement and which in the opinion of the Transferee may or may be likely to interfere with any right leave liberty or licence granted hereunder; and
- (e) for the purpose of gaining access to the Servient Tenement, with or without vehicles, plant and equipment enter, be upon traverse and depart from land adjoining the Servient Tenement owned by the Transferor its successors and assigns.

5.1.2 This By-Law may not be amended or revoked without the consent of Orion Energy.

BY-LAW 5.2 WATER QUALITY

5.2.1 The Community Association is responsible for, and must maintain at its cost, the water quality in the Waterbody at any standards that may be specified from time to time by Council.

5.2.2 At the time of preparation of a water quality strategy^{by} the Developers^{Ac}, Council may specify:

- (a) water quality standards, including recreational and biological, that are to be maintained within the Waterbody;

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- (b) water sampling and testing locations and procedures so as to monitor water quality within the Waterbody; and
 - (c) if Council considers it appropriate, means of achieving and maintaining the water quality within the Waterbody.
- 5.2.3 The Community Association is responsible for water quality monitoring and subsequent reporting in accordance with any reasonable requirements of Council.
- 5.2.4 The Community Association must ensure that an appropriately qualified person approved by Council, undertake the ongoing sampling and testing referred to in this By-Law.
- 5.2.5 If the sampling and testing referred to in this By-Law indicates water quality of a significantly lesser standard than that which Council has specified, the Community Association must prepare and implement a remediation plan to improve the water quality.
- 5.2.6 The Waterbodies must be managed by the Community Association so as to maximise their pollution control function, provide habitat, and ensure that usage for primary contact water based recreation is restricted.
- 5.2.7 A code of practice describing best household and land and water management practice to ensure high quality stormwater runoff must be prepared and implemented by the Community Association.
- 5.2.8 The Community Association will be responsible, at its cost, for the maintenance of the visual standard of the Waterbody, including the removal of excessive weed or algal growth.

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BY-LAW 5.2.9
ADDED.
SEE ANNEXURE "F"



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PART 6

BY-LAW 6.1 DEFINITIONS, INTERPRETATION AND GENERAL

6.1.1 The following words have these meanings in the By-Laws unless the contrary intention appears:

"Access Way" means the Private Access Way or Open Access Way shown on the Access Way Plan registered with this Management Statement as amended from time to time).

"Animal" means an animal, reptile, insect or bird.

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

"Architectural and Landscape Standards" means any standards prescribed by the Community Association or a Subsidiary Body for the Community Scheme or the relevant Subsidiary Scheme as amended from time to time.

"Area Not Required for Development" means that part of the Community Property identified as "Area Not Required For Development" on the Concept Plan.

"Authorised Visitor" means a person on the Community Parcel with the consent express or implied of a proprietor or occupier of a Lot, the Community Association or a Subsidiary Body.

"Building Modification" means any modification, addition, alteration or exterior colour change made on or to an existing building or structure on a Lot or Community Property or Subsidiary Association Property.

"By-Law" means a by-law in the Management Statement.

"Common Property" means the common property in a Strata Scheme.

"Community Property" means lot 1 in the Community Plan.

"Community Association" means the corporation that:

- (a) is constituted by section 25 of the Development Act on registration of the Community Plan; and
- (b) is established as a community association by section 5 of the Management Act.

"Community Development Lot" means a lot in the Community Plan which is not Community Property, a public reserve or a drainage reserve and is not land that has become subject to a Subsidiary Scheme or a lot that has been severed from the Community Scheme.

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

"Community Plan" means the deposited plan registered with this Management Statement.

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"Community Property" means the lot shown in the Community Plan as community property.

"Community Scheme" means:

- (a) the subdivision of land by the Community Plan;
- (b) the subdivision of land in the Community Plan by a Subsidiary Plan;
- (c) the proposals in any related Development Contract; and
- (d) the rights conferred, and the obligations imposed, by or under the Community Titles Legislation and the Strata Titles Act 1973 in relation to the Community Association, Community Property, any Subsidiary Body and persons having interests in, or occupying Lots.

"Community Titles Legislation" means the Development Act, the Management Act and cognate legislation.

"Concept Plan" means the plan labelled as the concept plan contained in part 7 of this Management Statement.

"Council" means the relevant consent authority for subdivision or development approval.

"Detention Tanks" means the stormwater detention system located behind the Revetment Wall built into all lots with absolute frontage to a Waterbody.

"Development Act" means the Community Land Development Act 1989 and regulations made under it.

"Development Activities" means:

- (a) any form of demolition work, building work or work ancillary to or associated with building work on the Community Parcel including, without limitation, the installation of Private Services;
- (b) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
- (c) any form or work other than the forms of work referred to in paragraphs (a) and (b) of this definition which is considered necessary or desirable by the proprietors for the time being of all Community Development Lots;
- (d) the use of any part of the Community Parcel in connection with the forms of work referred to in paragraphs (a) to (c) of this definition; or
- (e) the subdivision of land forming part of the Community Parcel.

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DP 270100

MANAGEMENT STATEMENT
Sheet 32 of 40 Sheets

"Development Conditions" means:

- (a) all damage to or interference with the Community Parcel must be made good at the expense of the Developers as soon as possible after that damage or interference occurs.
- (b) the interference with the use or enjoyment by proprietors or occupiers of Lots or of the Community Property must, insofar as it is consistent with the carrying out of Development Activities, be kept to a minimum; and
- (c) on completion from time to time of Development Activities the relevant Community Parcel areas must be left in a clean and tidy condition.

"Development Rights" means:

- (a) **Access Rights** - complete and unrestricted access by foot or motor vehicle over Community Property;
- (b) **Parking Rights** - the right to park motor vehicles and equipment on Community Property;
- (c) **Temporary Facilities** - the right to place on or attach to Community Property temporary offices, sheds, depots, building materials, cranes and other equipment;
- (d) **Right to Install Services** - the right to install (or arrange installation of) Services on Community Property;
- (e) **Right to Connect Services** - the right to connect Services within Community Property; and
- (f) **Right to Attach Signs** - the right to attach and place marketing and advertising signs, placards, banners, notices or advertisements on the Community Property;
- (g) **Right to Conduct Sales** - the right to conduct Sales Activities on the Community Property.

"Electricity Provider" means any electricity supply authority including, without limitation, Orion Energy.

"Executive Committee" means the executive committee of the Community Association as constituted or elected from time to time under the Management Act.

"First annual General Meeting" means the General Meeting convened and held under section 9 of the Management Act.

"Former Community Development Lot" means a Strata Parcel or Neighbourhood Parcel that, before it became subject to a Strata Scheme or Neighbourhood Scheme, was a Community Development Lot.

"Function" includes a power, authority and duty.

"General Meeting" means:

- (a) an annual general meeting; or

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MANAGEMENT STATEMENT

Sheet 33 of 40 Sheets

DP 270100

(b) a special general meeting

of the Community Association.

"Landscape Modification" means any modification, addition or alteration made on or to an existing landscaped area on a Lot or Community Property or Subsidiary Association Property.

"Lot" means a Community Development Lot, a Strata Lot or a Neighbourhood Lot.

"Management Act" means the Community Land Management Act 1989 and regulations made under it.

"Management Statement" means this community management statement as from time to time added to, modified or amended in accordance with the Community Titles Legislation.

"Managing Agent" means an agent appointed under section 50 of the Management Act.

"Neighbourhood Association" means the corporation that:

- (a) is constituted by section 25 of the Development Act on the registration of a Neighbourhood Plan; and
- (b) is established as a neighbourhood association by section 7 of the Management Act.

"Neighbourhood Parcel" means land the subject of a Neighbourhood Plan.

"Neighbourhood Plan" means a neighbourhood plan which subdivides a Community Development Lot.

"Neighbourhood Property" means the lot shown in a Neighbourhood Plan as neighbourhood property.

"Neighbourhood Scheme" means:

- (a) the subdivision of land by a Neighbourhood Plan;
- (b) the proposals in any related Development Contract; and
- (c) the rights conferred and the obligations implied, by or under the Community Titles Legislation in relation to the Neighbourhood Associations, Neighbourhood Property and the proprietors and other persons having interests in, or occupying Neighbourhood Lots.

"New Construction" means building work that is intended to be carried out on a Lot or Community Property or Subsidiary Association Property.

"Open Access Way" means an open access way set apart under section 41 of the Development Act.

"Open Space Area" means those parts of the Community Parcel intended as passive recreation or communal open space areas.

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MANAGEMENT STATEMENT

DP 270100

Sheet 34 of 40 Sheets

"Original Proprietor" means Crighton Properties Pty Ltd (ACN 000 830 875) and persons authorised by it.

"Pedestrian Accessways" means any parts of the Community Property designated or intended for use as a pedestrian thoroughfare.

"Prescribed Diagram" has the meaning given to it in the Development Act.

"Private Access Way" means a private accessway set apart under section 44 of the Development Act.

"Private Service" means a Service in the Community Parcel which is not a Statutory Service.

"Prohibited Activities" means:

- (a) riding skateboards; or
- (b) using rollerskates or rollerblades; or
- (c) playing; and
- (d) on Pedestrian Access Ways only, riding bicycles.

"Proprietor" includes lessees, occupiers, mortgagees, and covenant chargees.

"Reserve"

"Restricted Subsidiary Association Property" means:

- (a) in the case of a Neighbourhood Scheme, the Neighbourhood Property, (including, without limitation, Waterbodies and recreational facilities) limited to a depth of 20 metres below natural ground level; and
- (b) in the case of a Strata Scheme, all external Common Property open space areas.

"Revetment Wall" means a wall constructed across the rear of a Lot with absolute frontage to a Waterbody.

"Rules" means the rules made under By-Law 4.8.

"Sales Activities" means activities relating to the sale, including sale by auction, of Lots or leasing of Lots and all ancillary activities.

"Secretary" means the secretary of the Executive Committee.

"Security Key" means a key, magnetic card or other device used to:

- (a) open and close doors, gates, buildings or locks; or
- (b) operate alarms, security systems or communications systems.

"Service" includes:

- (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil; and
- (b) the provision of sewerage and drainage; and

8537409
SEE 857409
BY-LAW ADDED
SEE ANNEXURE 'E'
REGISTERED 9-5-2002

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REGISTERED



MB 21.3.1996

DP 270100

MANAGEMENT STATEMENT

Sheet 35 of 40 Sheets

- (c) transmission by telephone, radio, television satellite or other means; and
- (d) security systems; and
- (e) any other facility, supply or transmission.

"Service Line" means a pipe, wire, cable, duct, or pole by means of which a Service is or is to be provided.

"Service Provider" means any statutory or governmental authority that provides a Service to the Community Parcel such as, without limitation, the Water Board, Telecom Australia or an Electricity Provider and any authorities or corporations assuming their Functions.

"Sinking Fund" means the sinking fund referred to in clause 12 part 4 of schedule 1 of the Management Act.

"Special Facilities" means any special facilities provided on the Community Property or under the control of the Community Association (such as under a lease to the Community Association or restricted use of Subsidiary Association Property granted to the Community Association) including, without limitation, any special facilities shown on the Concept Plan or expressly referred to in any By-Law dealing with special facilities.

"Statutory Service" means a Service in the Community Parcel provided by a Service Provider.

"Strata Scheme" means:

- (a) a strata scheme under the Strata Act that is part of the Community Scheme;
- (b) the proposals in any related development contract; and
- (c) the rights conferred, and the obligations imposed, by or under the Strata Act and the Community Titles Legislation in relation to the scheme.

"Strata Act" means the Strata Titles Act, 1973.

"Strata Corporation" means a body corporate constituted by section 54 of the Strata Act for a Strata Scheme.

"Strata Lot" means a lot within the meaning of the Strata Act that is part of the Community Scheme.

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

"Strata Plan" means a strata plan under the Strata Act.

"Subsidiary Association Property" means Common Property or Neighbourhood Property or both.

"Subsidiary Body" means a Strata Corporation or Neighbourhood Association of the Community Scheme or both.

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MANAGEMENT STATEMENT

Sheet 36 of 10 Sheets

DP 270100

"Subsidiary Plan" means in the case of a Strata Corporation, a Strata Plan and in the case of a Neighbourhood Association, a Neighbourhood Plan.

"Subsidiary Scheme" means a Strata Scheme or a Neighbourhood Scheme.

"Waterbody" means a body or bodies of water artificially created in the Community Parcel.

6.1.2 In the By-Laws unless the contrary intention appears:

- (a) a reference to an instrument, by-law or matter regulated by a by-law includes any variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, a body corporate, an association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns; and
- (f) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later.
- (g) headings are inserted for convenience and do not affect the interpretation of this Management Statement.

6.1.3 If the whole or any part of a provision of the By-Laws is void, unenforceable or illegal, it is severed. The remainder of the By-Laws have full force and effect. This By-Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.

6.1.4 The Community Association may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. 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. Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

6.1.5 The rights, powers and remedies provided in the By-Laws are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of the By-Laws.

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MANAGEMENT STATEMENT

Sheet 37 of 40 Sheets

- 6.1.6 A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other organisation or person deemed to be a reference to the organisation or officer established, constituted or appointed in lieu of or as replacement for or which or who serves substantially the same purposes or subject of that authority, institute, association, body or officer.
- 6.1.7 Words or expression which have the first letter capitalised are defined terms. Where such a word or expression is not expressly defined in the Management Statement it shall have the same meaning as it has in the Community Titles Legislation, unless the context otherwise requires.

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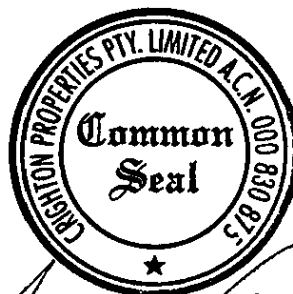
MANAGEMENT STATEMENT

Sheet 38 of 40 Sheets

SIGNATURES, CONSENTS AND APPROVALS

DATED 15th day of MARCH 1996

THE COMMON SEAL of CRIGHTON
PROPERTIES PTY LIMITED
(ACN 000 830 875) is affixed in
accordance with its articles of
association in the presence of:



L. McCarthy
Signature of Director

DIRECTOR - LORRAINE MCCARTHY
Name of Director (block letters)

Andrew Cox
Signature of Secretary/Director

ANDREW COX
Name of Secretary/Director (block letters)

CERTIFICATE OF APPROVAL

It is certified :

- (a) that the consent authority has approved of the development described in Development Application No. 403/95 ; and
- (b) that the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Date: 15th March, 1996

Signature on behalf
of consent authority

WESTPAC BANKING CORPORATION ARBN 007 457 141
by its attorney.....CHRISTINE PHOEBE MALCOLM
under Power of Attorney No. 831... Book 4059.....

~~Manager~~ MGR. LEGAL PROPERTY FINANCE GROUP
~~Assistant to the Manager, Legal Sydney Office EBC~~

18 March 1996
Witness MICHELLE A. KENCALO

(name) 130 Phillip St Sydney
(business address)

R:P9600

e Malletsons Stephen Jaques 1996

REGISTERED



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MANAGEMENT STATEMENT

Sheet 39 of 40 Sheets

DP 270100

PART 7

CONCEPT PLAN (SHEET)

See attached plan showing Area Not
Required for Development and Special Facilities

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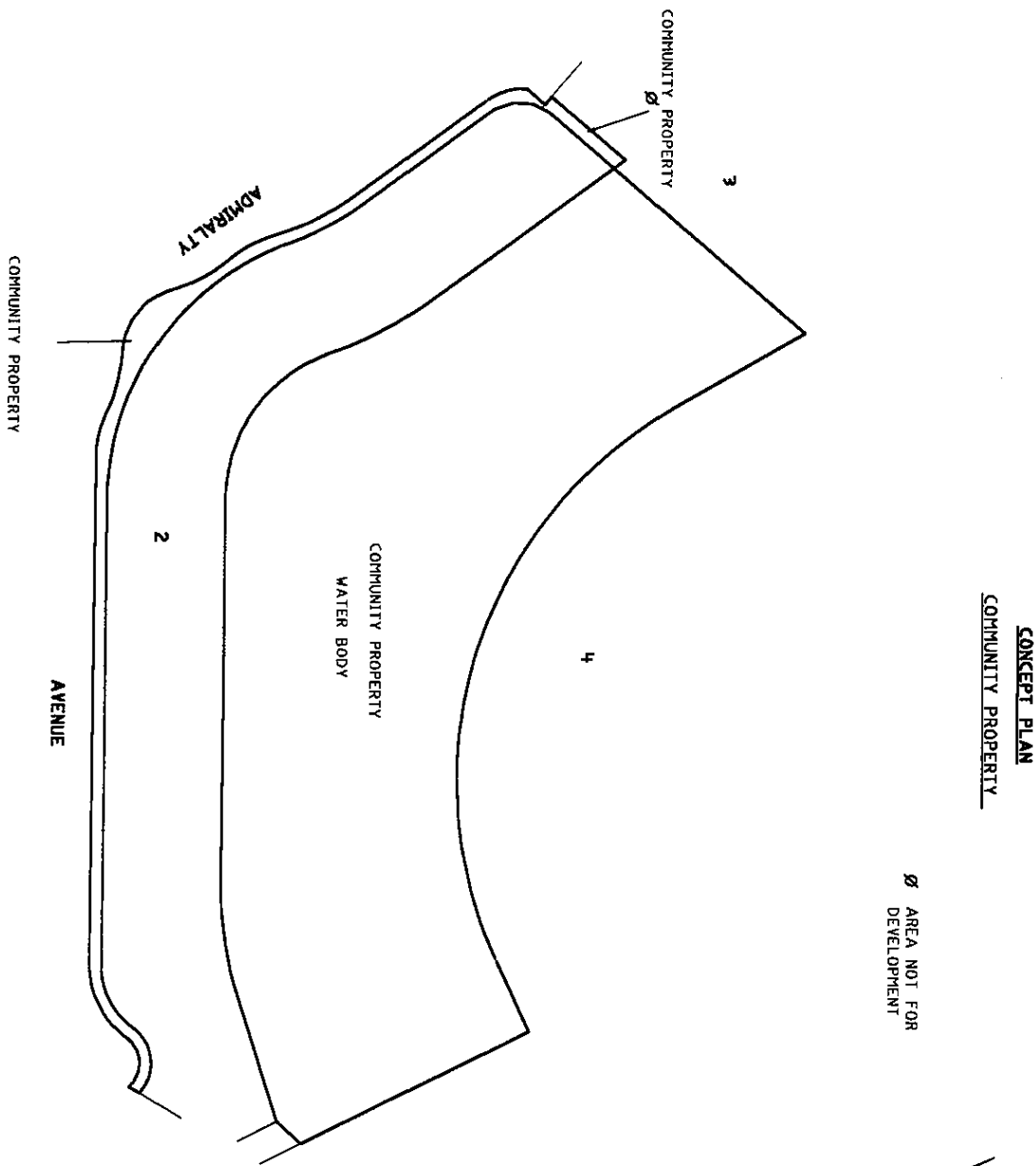
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MB 21.3.1996

DP 270100

MANAGEMENT STATEMENT



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REGISTERED  *MB* 21.3.1996

Form: 97-11R
 Licence: 10V/0559/96
 Edition: 9804

REQUEST

New South Wales
 Real Property Act 1900

5851594Q



MANAGEMENT STATEMENT

(A) STAMP DUTY

If applicable. Office of State Revenue use only

DP270100

ANNEXURE 'A'

(B) TORRENS TITLE

1/270100

(C) REGISTERED DEALING

If applicable

(D) LODGED BY

LTO Box 28A	Name, Address or DX and Telephone GALLOWAY & CO. Phone: (02) 9233 1011 Fax: (02) 9232 6491 DX 340, SYDNEY L.T.O. Delivery 28A Reference (optional): <i>Crighton - Manager</i>	CODE R
-----------------------	--	------------------

(E) APPLICANT

COMMUNITY ASSOCIATION DP NO 270100

(F) NATURE OF REQUEST

AMENDMENT TO MANAGEMENT STATEMENT
 Section 39 Community Land Development Act 1989

(G) TEXT OF REQUEST

SEE ATTACHED ANNEXURE

**TERMS OF INSTRUMENT NOT CHECKED
 IN LAND TITLES OFFICE**

REGISTERED  *28.6.99*

DP270100

MANAGEMENT STATEMENT

ANNEXURE TO REQUEST

REQUEST AMENDMENT OF MANAGEMENT STATEMENT
Section 39 community land Development Act 1989

The Applicant certifies that, by a unanimous resolution passed on 17 May 1999
in accordance with section 14 of the Community Land Management Act 1989, it amended
the management statement as follows:

REPEALED BY-LAW 4.14 (c)

ADDED BY-LAW NO 4.14 (d), (e) & (f)

REPEALED

Req. 6010962

See new by-laws
filed as ANNEXURE

'B' Q 26-8-1999

~~on any Lot not less than 550 square metres in size but not more than 800 square
metres in area, a dwelling of not less than 155 square metres in area including
any fully enclosed garage, but excluding any carport, breezeway, patio or veran-
dah; or~~

~~(e) on any Lot not less than 800 square metres in size but not more than 1000 square
metres in area, a dwelling of not less than 180 square metres in area including any
fully enclosed garage, but excluding any carport, breezeway, patio or verandah; or~~

(f) on any lot of 1000 square metres or more in area, a dwelling of not less than 250
square metres in area including any fully enclosed garage, but excluding any
carport, breezeway, patio or verandah.

REPEAL BY-LAWS 3.3.5, 3.3.6, 3.3.7 AND 3.3.8



REGISTERED REPLACE WITH BY-LAWS

9-5-2002

SEE 8537409 BY-LAW
REPEALED REPLACED
SEE ANNEXURE 'E'

~~3.3.5(2) A fence may be constructed five metres from and parallel with a boundary line
abutting a waterbody ("waterbody fence").~~

~~3.3.6(2) If a Waterbody Fence is constructed it must:~~

SEE 8537409 BY-LAW REPEALED
REPLACED

SEE ANNEXURE 'E'

REGISTERED

9-5-2002



- ~~(a) be constructed of powder coated aluminium "looped" pool fencing;~~
~~(b) not exceed 1.2 metres in height;~~
~~(c) be of a colour that is in keeping with the external walls of any dwelling
constructed on the Lot; and~~
~~(d) not be constructed of solid "Colourbond" fencing or other similar material.~~

~~3.3.7(2) An existing Waterbody Fence constructed on a Lot adjacent to Community
property or Association Property that is a Public Walkway or public open space,
must not be altered without the written approval of the Original Proprietor or
Executive Committee according to By-Law 1.3.~~

SEE 8537409 BY-LAW REPEALED
REPLACED

SEE ANNEXURE 'E'

REGISTERED

9-5-2002



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REGISTERED



Q 28.6.99

Sheet 2 of 5 Sheets

DP270100

MANAGEMENT STATEMENT

~~3.3.8(2) A fence constructed along the side and rear boundary lines of a lot that are not waterbody fences ("neighbourhood fences") must:~~

SEE 8537409 BY-LAWS
REPEALED REPLACED
SEE ANNEXURE 'E'
REGISTERED
9-5-2002



- (a) be constructed at least 1 metre to the rear of the building line;
- (b) be at least 5 metres from a waterbody boundary line;
- (c) be of a height of 1800mm except for the end closest to a waterbody boundary, which may taper to 1200mm in height from a point located 4.8 metres from the end of that fence; and
- (d) be constructed of:
 - (i) lapped and capped timber palings treated with copper chormium arsenate (C.C.A.);
 - (ii) bagged and painted brick;
 - (iii) brushwood; or
 - ~~(iv) any other material approved by the Executive Committee;~~

DELETE THE DEFINITION OF "WATERBODY" IN BY-LAW 6.1 AND REPLACE IT WITH:

"Waterbody" means a body or bodies of water artificially created or proposed to be created in the Community Parcel.

ADD BY-LAW NO 5.3

BY-LAW 5.3 WETLAND MANAGEMENT ZONE

- 5.3.1 The Community Association is responsible for, and must maintain the vegetation in any Wetland Management Zone (which is delineated and marked as such on the Community Plan) at all times. Artificial fertilizers or pesticides are not to be used within this zone.
- 5.3.2 The Community Association must ensure the dumping of rubbish is prohibited within this zone.
- 5.3.3 Despite the Wetland Management Zone being located entirely within the boundary of a Lot, the Community Association is responsible for enforcing the above by-laws. The proprietor of the Lot must allow the Community Association's servants and agents access to their Lot for the purpose of effecting any maintenance required.
- 5.3.4 The Community Association is empowered to take action against those proprietors found contravening 5.3.1 and 5.3.2 via Part Four of the Community Land Management Act 1989.

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REGISTERED



28.6.99

Sheet 3 of 5 Sheets

DP270100

MANAGEMENT STATEMENT

The community association certifies that it has, by unanimous resolution, consented to the repealing and addition of the by-laws contained within the Management Statement.

THE COMMON SEAL OF
COMMUNITY ASSOCIATION
DEPOSITED PLAN NO 270100
was affixed on
in the presence of Monteath &
Powys Strata Management Pty
Limited being the person
authorised by section 8 of the
Community Land Management
Act 1989 to attest the affixing
of the seal.

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.....

THE COMMON SEAL OF
MONTEATH & POWYS STRATA
MANAGEMENT PTY LIMITED was
hereunto affixed by authority of its
Board of Directors in the presence
of:

)
)
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)
)
)
)
)
)
)
)

.....

.....



Paul Power

Monteath



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IN LAND TITLES OFFICE

REGISTERED



28.6.99

Sheet 4 of 5 Sheets

DP270100

MANAGEMENT STATEMENT

We certify this dealing correct for the purposes of the Real Property Act 1900. **DATE:**

Signed in my presence by the applicant who is personally known to me.

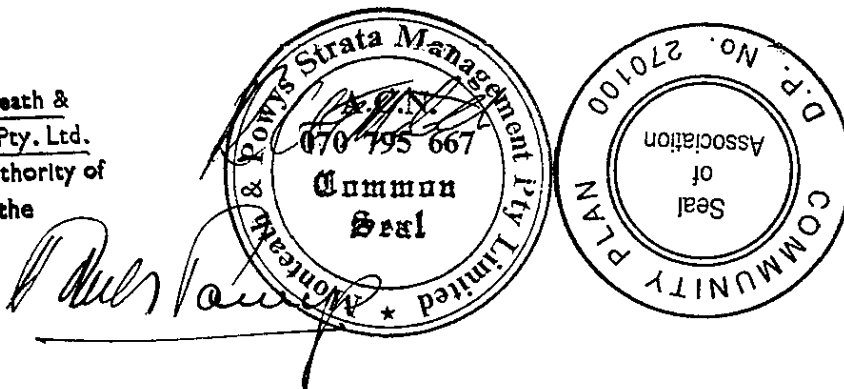
Signature of witness:

Signature of applicant:

Name of witness:

Address of witness:

The Common Seal of Montearth &
Powys Strata Management Pty. Ltd.
was hereunto affixed by authority of
the Board of Directors in the
presence of:



EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this application correct for the purposes of the Real Property Act 1900.

Made and subscribed at

in the State of

on

in the presence of-

Signature of witness:

Signature of applicant:

Name of witness:

Address of witness:

Qualification of witness:

**TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLES OFFICE**

REGISTERED  28.6.1999

Ref:NS-MQ8A /Src:T

Form: 97-11R
Licence: 10V/0559/96
Edition: 9804

REQUEST
New South Wales
Real Property Act 1900

Land Titles Office use only

*Do not affix additional pages here:
use the left-hand corner*

MANAGEMENT STATEMENT

(A) **STAMP DUTY**

If applicable. Office of State Revenue use only

DP270100

ANNEXURE 'B'

(B) **TORRENS TITLE**

1/270100

(C) **REGISTERED DEALING**

If applicable

(D) **LODGED BY**

LTO Box

Name, Address or DX and Telephone

GALLOWAY & CO.

Phone: (02) 9233 1011 Fax: (02) 9232 6491

DX 340, SYDNEY L.T.O. Delivery 28A

Reference (optional): **CRIGHTON : 270100**

CODE

R

(E) **APPLICANT**

COMMUNITY ASSOCIATION DP NO 270100

(F) **NATURE OF REQUEST**

AMENDMENT TO MANAGEMENT STATEMENT

Section 39 Community Land Development Act 1989

(G) **TEXT OF REQUEST**

SEE ATTACHED ANNEXURE

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REGISTERED



26.8.99

RH

All handwriting must be in block capitals.

A set of notes on this form (97-11R-2)

is available from the Land Titles Office.

DP270100

MANAGEMENT STATEMENT

ANNEXURE TO REQUEST

REQUEST **AMENDMENT OF MANAGEMENT STATEMENT**
Section 39 Community Land Development Act 1989

The applicant certifies that, by a unanimous resolution passed on 5 July, 1999,
in accordance with section 14 of the Community Land Management Act 1989, it amended the
management statement as follows:

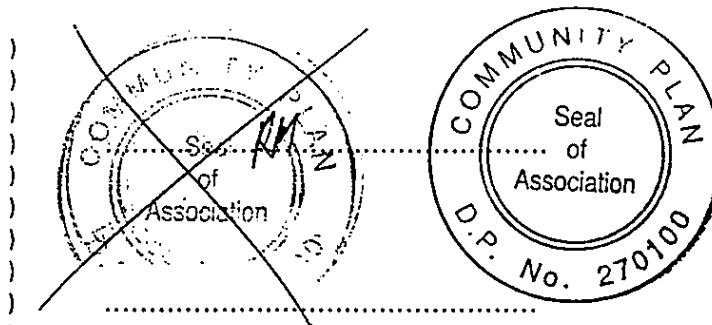
REPEALED BY-LAW 4.14 (d) & (e)

ADDED BY-LAW NO 4.14 (g) & (h)

- (g) on any Lot not less than 550 square metres in size but not more than 801 square metres in area, a dwelling of not less than 155 square metres in area including any fully enclosed garage, but excluding any carport, breezeway, patio or verandah; or
- (h) on any Lot not less than 801 square metres in size but not more than 1000 square metres in area, a dwelling of not less than 180 square metres in area including any fully enclosed garage, but excluding any carport, breezeway, patio or verandah.

The Community Association certifies that it has, by unanimous resolution, consented to the repealing and addition of the by-laws contained within the Management Statement.

**THE COMMON SEAL OF
COMMUNITY ASSOCIATION
DEPOSITED PLAN NO 270100**
was affixed on
in the presence of Monteath &
Powys Strata Management Pty
Limited being the person
authorised by Section 8 of the
Community Land Management
Act 1989 to attest the affixing
of the seal.



**THE COMMON SEAL OF
MONTEATH & POWYS STRATA
MANAGEMENT PTY LIMITED** was
hereunto affixed by authority of its
Board of directors in the presence
of:



**TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLES OFFICE**

REF: /LM

REGISTERED



ja 26.8.99

DP270100

MANAGEMENT STATEMENT

We certify this dealing correct for the purposes of the Real Property Act 1900.

DATE:

12 July, 1999

Signed in my presence by the applicant who is personally known to me.

Signature of witness:

C. Pawl

Signature of applicant:

Name of witness:

C. Pawl

Address of witness:

25 Bolton St,
Newcastle



The Common Seal of Monteath &
Powys Strata Management Pty. Ltd.
was hereto affixed by authority of
the Board of Directors in the
presence of:



EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this application correct for the purposes of the Real Property Act 1900.

Made and subscribed at Newcastle

in the State of NSW

on

12/7/99

in the presence of-

Signature of witness:

C. Pawl

Signature of applicant:

Name of witness:

C. Pawl

Address of witness:

25 Bolton St,
Newcastle

Qualification of witness:

Strata Manager.

TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLES OFFICE

REGISTERED



26.8.99

Form: 97-11R
Licence: 10V/0559/96
Edition: 9804

1/2
REQUEST
New South Wales
Real Property Act 1900

6346634X



MANAGEMENT STATEMENT

(A) **STAMP DUTY**

If applicable. Office of State Revenue use only

DP270100

ANNEXURE 'D'

(B) **TORRENS TITLE**

1/270100

(C) **REGISTERED DEALING**

If applicable

(D) **LODGED BY**

LTO Box

Name, Address or DX and Telephone.

28A

GALLOWAY & CO.

Phone: (02) 9233 1011 Fax: (02) 9232 6491

DX 340, SYDNEY L.T.O. Delivery 28A

Reference (optional):

Crichton - DP270100

CODE

R

(E) **APPLICANT**

COMMUNITY ASSOCIATION DP NO 270100

(F) **NATURE OF REQUEST**

AMENDMENT TO MANAGEMENT STATEMENT
Section 39 Community Land Development Act 1989

(G) **TEXT OF REQUEST**

SEE ATTACHED ANNEXURE

**TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLES OFFICE**

REGISTERED



14.12.1999

Handwritten signature

All handwriting must be in block capitals.

A set of notes on this form (97-11R-2)

is available from the Land Titles Office.

(H) STANDARD EXECUTION

DP270100

We certify this dealing correct for the purposes of the Real Property Act 1900.

DATE: 8 November 1999

Signed in my presence by the applicant who is personally known to me.

MANAGEMENT STATEMENT

Signature of witness:

Signature of applicant:

Name of witness:

Address of witness:



Blaw
Secretary.



EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this application correct for the purposes of the Real Property Act 1900.

Made and subscribed at

in the State of

on

in the presence of-

Signature of witness:

Signature of applicant:

Name of witness:

Address of witness:

Qualification of witness:

**TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLES OFFICE**

REGISTERED  14.12.1999

DP270100

MANAGEMENT STATEMENT

ANNEXURE TO REQUEST

AMENDMENT OF MANAGEMENT STATEMENT
Section 39 Community Land Development Act 1989

The Applicant certifies that, by a unanimous resolution passed on ...13/10/99 in accordance with Section 14 of the Community Land Management Act 1989, it amended the management statement as follows:

ADD BY-LAW NO 2.1.10

Notwithstanding By-Law 2.1.1., the Proprietors for the time being of Lots 27 and 28 in DP 1004218, shall have the right of full use of the Community Property in DP 270100 and Neighbourhood Property in DP 285585 provided that such proprietors abide by the By-Laws and the Rules of the Community Association 270100.

Lot 27 is to contribute 3% and Lot 28, 5% of the total Administrative Fund levy, total Sinking Fund Levy or total Special Levy that is set from time to time by the Neighbourhood Association of DP 285585.

ADD BY-LAW NO 4.16.7

Notwithstanding anything contained in By-Law 4.16.3 above, the Community Association, through the Review Committee of the Architectural & Landscape Guidelines, may permit the addition of approved materials used for the purpose of landscaping, provided no such materials raise any part of the lot containing the Detention System (which area extends from the rear boundary of the Lot to a line five (5) metres in from and parallel to the rear boundary of the lot), more than 300mm above the original finished surface of the land.

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REGISTERED  14.12.1999

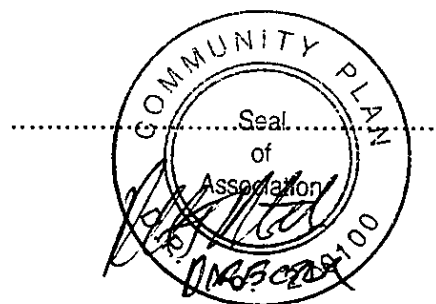
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DP270100

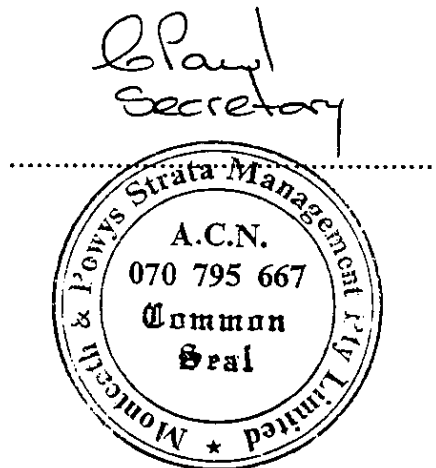
MANAGEMENT STATEMENT

The Community Association certifies that it has, by unanimous resolution, consented to the repealing and addition of the by-laws contained within the Management Statement.

THE COMMON SEAL OF)
COMMUNITY ASSOCIATION)
DEPOSITED PLAN NO 270100)
Was affixed on 8 November 1999)
In the presence of Monteath &)
Powys Strata Management Pty)
Limited being the person)
Authorised by Section 8 of the)
Community Land Management)
Act 1989 to attest the affixing)
Of the seal.)



THE COMMON SEAL OF)
MONTEATH & POWYS STRATA)
MANAGEMENT PTY LIMITED was)
Hereunto affixed by authority of its)
Board of directors in the presence)
Of:)



**TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLES OFFICE**

REGISTERED  14.12.1999

Form: 21CSM
Licence: 98M111
Edition: 0105

**AMENDMENT OF
MANAGEMENT STATEMENT**

New South Wales

Section 39

Community Land Development Act

Leave this space clear. Affix additional

**DP 270100
MANAGEMENT STATEMENT
ANNEXURE 'E'**

PRIVACY NOTE: this information is legally required and will

(A) **TORRENS TITLE**

Folio of the Register for the Association Property

1 / DP 270100

(B) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone	CODE
269B	DUTTON & TANKO P/L	CS
Reference (optional): MONTEATH 1		

(C) **APPLICANT**

Community/ Neighbourhood/Precinct Association	Deposited Plan No. DP 270100
--	------------------------------

(D)

The applicant certifies that by a special/~~unanimous~~ resolution passed on 25 FEBRUARY 02nd in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed	Added
as fully set out below	

(F) **TEXT OF ADDED BY-LAW**

By-Law 3 (See annexure marked "A" attached)

Amended By-Law 6.1

RESOLVED that by Special Resolution By-Law 6.1 of the Community Management Statement Dictionary be amended by adding:-

"Reserve" means a parcel of neighbourhood, precinct or community land maintained by either the neighbourhood, precinct or community associations and set aside for the amenity, enjoyment and pedestrian/bicycle thoroughfare of the community.

(G) The common seal of the community/neighbourhood/precinct association deposited plan was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

REGISTERED



9-5-2002

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IN LAND TITLES OFFICE**

All handwriting must be in block capitals.

Page 1 of 3

A set of notes on this form (21CSM-2) is available from Land and Property Information NSW.

SHEET 1 OF 3 SHEETS

**DP 270100
MANAGEMENT STATEMENT**

"A"

This is page 1 of the Annexure marked "A referred to in the Change of By-Laws relating to DP 270100 and certified by the Owners of Deposited Plan No. 270100 dated 25 February 2002.

7. RESOLVED that by Special Resolution the Crighton Properties Pty Ltd proposal to amend By-Laws 3.3.5(2), 3.3.6(2), 3.3.7(2) and 3.3.8(2) as outlined be accepted and adopted for Community Management Statement DP 270100.

3.3.5(3) A rear fence may only be constructed on any lot abutting a water body if this fence is located five metres from and parallel with a rear boundary line abutting that water body ("water body fence")

3.3.6(3) A rear fence may only be constructed on any lot abutting a neighbourhood, precinct or community property if that fence is located on the rear boundary line abutting that neighbourhood, precinct or community property ("reserve fence")

3.3.7(3) If a water body or reserve fence is constructed on any lot, it:

- a) must be of a powder coated aluminium "looped" top (pool fencing)
- b) must be 1.2 metres in height
- c) must be of a colour that is Dark Green or (with the consent of the Review Committee) in keeping with the external walls of any dwelling constructed on the Lot; and
- d) may be sheeted on the side facing the home with dark green painted "weathertex" (for privacy) provided this material does not extend above the top of that fence.

3.3.8(3) If any fence already exists on any side boundary of any Lot adjacent to Community, Neighbourhood or Precinct Property then that fence must not be altered without the prior written approval of the Original Proprietor or Executive Committee according to By-Law 1.3.

REGISTERED



9-5-2002

**TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLES OFFICE**

20/3

DP 270100
MANAGEMENT STATEMENT

3.3.10 If any side boundary fence is constructed to meet a water body fence line or a reserve fence line then that fence:

- a) must be (other than for (c) below) 1800mm in height
- b) must not be constructed further forward than a point 1 metre to the rear of the building line.
- c) must not be constructed further back than 4.8 metres from a water body fence line or a reserve fence line, unless that 4.8 metre portion of that fence tapers from the point 4.8 metres back from the water body or reserve fence to 1200mm in height where that fence meets the water body or reserve fence line.
- d) must be constructed of:
 - i) lapped and capped timber paling treated with copper chromium arsenate (CCA).
 - ii) bagged and painted brickwork
 - iii) brushwood; or
 - iv) any other material approved by the Executive Committee.

3.3.11 If a rear boundary fence on a lot other than a lot containing a water body or reserve fence or a lot with more than one frontage to a public road (a corner lot) is to be erected, this fence shall be erected no further forward than one metre behind the designated building alignment and must be located on the lot boundary and must be of a height of 1800mm and must be constructed of brick, rendered masonry, brushwood or C.C.A.(Copper Chromium Arsenate) treated lap and cap timber.

3.3.12 If a side boundary fence on a lot with more than one frontage to a public road (a corner lot) shall be erected, then the location of that fence shall be subject to Great Lake's Shire Council's requirements and the fence shall be constructed of brick, rendered masonry, brushwood or C.C.A. (copper Chromium Arsenate) treated lap and cap timber.

REGISTERED



CA

9-5-2002

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383

Form: 21CSM
 Licence: 98M111
 Edition: 0105

AMENDMENT OF MANAGEMENT STATEMENT

New South Wales
 Section 39

Community Land Development Act 1981

DP 270100
 MANAGEMENT STATEMENT

ANNEXURE 'F'

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

Folio of the Register for the Association Property

1/00 270100

(B) LODGED BY

Delivery
Box

269B

Name, Address or DX and Telephone

DUTTON & TANKO P/L

CODE

CS

Reference (optional):

MONTEATH

(C) APPLICANT

Community/Neighbourhood/Precinct Association

Deposited Plan No. 270100

(D)

The applicant certifies that by a special/unanimous resolution passed on 28/5/2004 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed

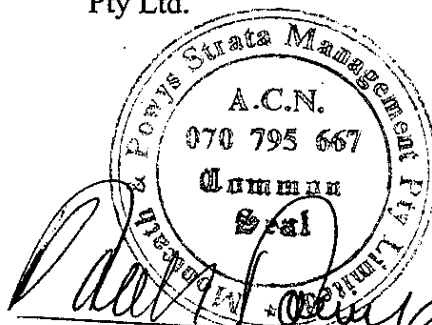
Added By-law 5.2.9

as fully set out below

(F) TEXT OF ADDED BY-LAW

By-Law 5.2.9... "The Community Association is to be responsible at its cost

for the maintenance of any water quality control facilities required to treat stormwater generated by the proposed subdivision. The Community Association is to ensure that all water quality control features are regularly maintained at no cost to Council as required or as directed by Great Lakes Council"... provided that, the Myall Quays Shopping Centre maintains the water runoff from that site in accordance with the Water Management as provided by Crighton Properties Pty Ltd.



[Handwritten signature]

(G) The common seal of the community/neighbourhood/precinct association deposited plan 270100 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

[Handwritten signature: Tony Jones]
 TONY JONES
 15/07/2004

REGISTERED



12.11.2004

Volume 1:

Annex F: Community Management Statement

2. Community Management Statement
for Myall Quays Town Centre



Crighton Properties Pty Limited
Myall Quays Town Centre Community

Community Management Statement

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Community Management Statement
Myall Quays Town Centre Community

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FORM 28
COMMUNITY LAND DEVELOPMENT ACT 1989
MANAGEMENT ACT 1989

Community Management Statement

Warning

- A. The terms of this Management Statement are binding on:
- (a) the Community Association;
 - (b) each Subsidiary Body; and
 - (c) each person who is an Owner, Occupier or mortgagee in possession of a Lot.
- B. An Owner or Occupier of a Subsidiary Scheme is bound by the terms of:
- (a) this Management Statement;
 - (b) the Precinct Management Statement if the Subsidiary Scheme is a Precinct Scheme;
 - (c) the By-Law instrument of the Neighbourhood Scheme if the Subsidiary Scheme is a Neighbourhood Scheme;
 - (d) the By-Law instrument of the Strata Scheme if the Subsidiary Scheme is a Strata Scheme.

PART 1: BY-LAWS FIXING DETAILS OF DEVELOPMENT

By-Law 1 Theme of Development

- 1.1 This By-Law relates to the control and preservation of the essence or theme of the Community Scheme.
- 1.2 The theme of this Community Scheme is to provide a mixed use development being primarily commercial in nature and to accommodate the use of foreshore areas by the Owners, Occupiers and Invitees of the Community Scheme.
- 1.3 The Community Association, Owners and Occupiers:
- (a) will use their best endeavours to ensure that all activities carried on and within the Community Scheme are consistent with the theme;
 - (b) will preserve the theme; and
 - (c) acknowledge the commercial development and the use of the foreshore area is integral to the theme.

- 1.4 This By-Law 1 may only be amended or revoked by a Unanimous Resolution of the Community Association in accordance with Section 17(2) of the Management Act.

By-Law 2 Guidelines

- 2.1 The Community Association must adopt the Guidelines at the inaugural meeting.
- 2.2 A Subsidiary Body is subject to the prescribed Guidelines.
- 2.3 The parties bound by this Management Statement are bound by the Guidelines.
- 2.4 An Owner may request the Community Association to amend for that Lot the Guidelines.
- 2.5 Subject to By-Law 2.9, a Subsidiary Body may request the Community Association to amend the Guidelines.
- 2.6 An Application must contain sufficient detail of the proposed amendments to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed amendments.
- 2.7 The Community Association must refer an Application to amend the Guidelines to a General Meeting for the decision by that General Meeting.
- 2.8 The Community Association may in order to determine an application, request additional information, reports or documents.
- 2.9 The Guidelines may be amended by:
- (a) the Design Review Committee for so long as the Developer is an Owner of a Lot within the Community Scheme or for such period as the Developer is prepared to act in this capacity; and thereafter
 - (b) the Community Association by Special Resolution.
- 2.10 If the Community Association amends the Guidelines, then the Community Association must, within a reasonable time, deliver a copy of the amendments to:
- (a) each Subsidiary Body; and
 - (b) each Owner of a Community Development Lot.
- 2.11 If requested by an Owner or a Subsidiary Body, the Community Association must provide, at the reasonable cost of that Owner or a Subsidiary Body, a current copy of the Guidelines.
- 2.12 Notwithstanding any other provision herein contained, whilst the Developer is the Owner of a Community Development Lot, the Guidelines cannot be amended without the written consent of the Developer.

By-Law 3 The Design Review Committee

- 3.1 A Design Review Committee must be appointed:

- (a) prior to and until the First Annual General Meeting or such other period as determined by the Developer in its absolute discretion, only by the Developer; and
 - (b) thereafter by the Community Association.
- 3.2 For so long as the Design Review Committee is appointed by the Developer in accordance with By-Law 3.1(a), the Design Review Committee will comprise the Developer or the Developer's representative.
- 3.3 Where the Community Association appoints the Design Review Committee in accordance with By-Law 3.1(b), the Community Association must ensure the Design Review Committee comprises the following persons:
 - (a) two (2) Owners, other than the Developer provided two or more Owners exist;
 - (b) a registered architect approved by the Developer; and
 - (c) the Developer or the Developer's representative for so long as the Developer is an Owner of a Lot within the Community Scheme or for such period as the Developer is prepared to act in this capacity.
- 3.4 The Community Association and the Developer may from time to time in addition to those members stated in By-Laws 1.1 and 3.3 appoint consultants to the Design Review Committee where deemed appropriate by the Developer or the Community Association, as the case may be, in its absolute discretion.
- 3.5 Following appointment by the Community Association, the Design Review Committee must hold meetings at times necessary to perform its functions provided that a quorum of at least three (3) members are present. Decisions of the Design Review Committee must be by majority with the Chairperson having a casting vote in the event of an equal number of votes.
- 3.6 The appointment of a member to the Design Review Committee other than the Developer or the Developer's representative lasts until that member resigns or the appointment is revoked by the Community Association or the Developer, for so long as the Developer is an Owner of a Lot in the Community Scheme.
- 3.7 The Design Review Committee must ensure records of its decisions are properly kept and retained with the records referred to in Clause 9 Schedule 1 of the Management Act.
- 3.8 The powers and functions of the Design Review Committee include:
 - (a) performing its functions or any other function delegated to it by Special Resolution of the Community Association;
 - (b) reviewing and making decisions of all Applications for Improvements on Lots within the Community Scheme prior to review and determination by Council;
 - (c) ensuring all Improvements are consistent with the provisions of these By Laws the Rules, the theme and the Guidelines; and
 - (d) appointing consultants and other professionals to prepare reports and advise the Design Review Committee.

- 3.9 Prior to Owners or Occupiers undertaking any Improvement on the Community Scheme, Owners and Occupiers must make an Application to the Design Review Committee for approval by the Design Review Committee and Council in accordance with the procedure set out in the Guidelines.
- 3.10 The Design Review Committee must, within such time as provided for in the Guidelines, make a decision on an Application and deliver to the Applicant its written decision.
- 3.11 The Design Review Committee may:
- (a) unconditionally approve an Application;
 - (b) disapprove an Application;
 - (c) conditionally approve an Application; or
 - (d) impose as a condition of its approval of an Application the payment of a bond, to be held by the Community Association, for any damage that may be caused by the Applicant, its contractors, employees or agents to Community Property.
- 3.12 Where an Applicant disputes the decision of the Design Review Committee, the Applicant may request a review by the Design Review Committee. In assessing any such review the Design Review Committee may refer its decision to the Community Association and any subsequent determination will be final.
- 3.13 An Applicant seeking approval for the carrying out of any Works must comply with the terms of this By-Law.
- 3.14 During the carrying out of any Works, a party must:
- (a) ensure no damage to Service Lines or Services within Community Scheme or Subsidiary Scheme;
 - (b) ensure that the Works are carried out in a proper and workmanlike manner;
 - (c) strictly comply with the Guidelines;
 - (d) ensure the Works are carried out to the satisfaction of the Community Association and, if appropriate, the Council or other government agency;
 - (e) repair any damage caused to the Community Property or Subsidiary Body Property as a result of the Works; and
 - (f) carry out the Works promptly.
- 3.15 The Owner must allow the Design Review Committee access to inspect the Works whenever reasonably required by the Design Review Committee.
- 3.16 No Works must be constructed or will be permitted to remain unless the necessary approvals have been obtained in accordance with this By-Law and the provisions of this By-Law 3 have been satisfied.
- 3.17 Nothing in this By-Law 3 requires the Design Review Committee to approve Works where an Owner has not complied with the other provisions of these By-Laws.
- 3.18 An Owner or Occupier must not occupy a dwelling or commercial building constructed on a Lot or a lot in a Subsidiary Scheme until after the date the Design Review

Committee has served a notice on the Owner that it considers Practical Completion of the Works has occurred.

- 3.19 The Owner must give the Design Review Committee at least 14 days' notice of the anticipated date of Practical Completion.
- 3.20 The Design Review Committee will be deemed to be satisfied that the Works have achieved Practical Completion, unless a written disapproval or a written waiver from the Design Review Committee has been delivered to the Owner within 4 days after the anticipated date of Practical Completion (as that date is specified in the notice under By-Law 3.19)
- 3.21 If the Design Review Committee gives notice that it is not satisfied Practical Completion has occurred, the Owner must complete the Works and serve another notice on the Design Review Committee when Practical Completion has occurred. After that notice the Design Review Committee will be deemed to be satisfied that the Works have achieved Practical Completion, unless a written disapproval or written waiver from the Design Review Committee has been delivered to the Owner within 7 days after the date of the Owner's notice.
- 3.22 The Design Review Committee will not bear any responsibility nor incur any liability whatsoever arising out of any review, comment, approval, rejection or failure to reject any aspect of the Works.
- 3.23 Nothing in this By-Law:
 - (a) affects the rights of the Developer under By-Law 7 to carry out Development Activities;
 - (b) affects the Developer's Development Rights under By-Law 7; or
 - (c) imposes an obligation on the Developer to obtain consent for the purposes of carrying out Development Activities.

By-Law 4 Asset Management Plan

- 4.1 The Community Association may prescribe an Asset Management Plan for the Community Scheme.
- 4.2 Each Subsidiary Body must prescribe an Asset Management Plan for the relevant Subsidiary Scheme.
- 4.3 If an Asset Management Plan referred to in this By-Law is prescribed, this will become the Asset Management Plan for the Community Scheme and the parties bound by this Management Statement are bound by the Asset Management Plan.
- 4.4 The Asset Management Plan binds:
 - (a) the Community Association and each Subsidiary Body;
 - (b) each Owner or Occupier of a Lot; and
 - (c) each mortgagee in possession of a Lot.
- 4.5 The Community Association may from time to time amend the Asset Management Plan with the approval of the Design Review Committee.

- 4.6 An Owner or a Subsidiary Body may make Application to the Community Association requesting amendments to the Asset Management Plan.
- 4.7 An Application under By-Law 4.6 must contain sufficient detail of the proposed amendment to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed amendments. The Community Association may, in order to determine an Application, request additional information from an Applicant.
- 4.8 The Community Association must refer an Application to amend the Asset Management Plan under By-Law 4.6 to the Design Review Committee for final approval. The Design Review Committee may, in order to determine an Application, request additional information from the Applicant.
- 4.9 If the Asset Management Plan is amended in accordance with this By-Law, then the Community Association must, within a reasonable time, deliver a copy of the amendments to:
- (a) each Subsidiary Body; and
 - (b) each Owner of a Community Development Lot.
- 4.10 If requested by an Owner or a Subsidiary Body, the Community Association must provide at the reasonable cost of that Owner or a Subsidiary Body, an up to date copy of the Asset Management Plan.

By-Law 5 Use of the Community Scheme

- 5.1 Owners and Occupiers but excluding the Developer, must unless otherwise directed or permitted by the Community Association:
- (a) regularly maintain and keep clean and in a state of good repair and condition any improvement on the Owner's or Occupier's Lot unless otherwise required by the Community Association and in accordance with this Management Statement, the Guidelines and to a standard acceptable to the Community Association and the Developer but only for so long as the Developer is an owner of a lot in the Community Scheme;
 - (b) keep the landscaped areas of the Lot clean and tidy and in good repair and condition and in accordance with this Management Statement, the Guidelines and to a standard acceptable to the Community Association and the Developer but only for so long as the Developer is an owner of a lot in the Community Scheme;
 - (c) effect all maintenance and repairs to the Lot and Improvements on the Lot in a proper and workmanlike manner and in accordance with this Management Statement, the Guidelines and to a standard acceptable to the Community Association and the Developer but only for so long as the Developer is an owner of a lot in the Community Scheme;
 - (d) only build and undertake construction works between the hours of 7.00 am and 6.00 pm Monday to Friday inclusive and 7.00 am to 1.00 pm Saturday or as otherwise permitted by the Council;
 - (e) only use hydraulic rock hammers and other equipment or activities likely to contravene the provisions of the Protection of the Environment Operations Act

1997, between the hours of 8.00 am to 6.00 pm Monday to Thursday inclusive and 8.00 am to 4.00 pm Friday excepting public holidays or as otherwise permitted by the Council;

- (f) not use anything on the Community Scheme for any purpose other than that for which it was intended;
- (g) promptly notify the Community Association of any damage to or defect in Community Property;
- (h) not interfere with, damage or obstruct the use of the Community Property;
- (i) not construct any building or structure or Improvements on Community Property;
- (j) not attach anything to or alter Community Property;
- (k) not, except with the approval of the Community Association, use or store on any part of the Community parcel any explosive, toxic or flammable solid, liquid or gas other than where it is intended to be used solely for domestic purposes;
- (l) not conduct any auction or sale on Community Property;
- (m) not erect any sign on a Lot or Community Property without the prior written approval of the Design Review Committee; and
- (n) only conduct business from a Lot where approved by Council.

5.2 Where an Owner fails to maintain their Lot in accordance with this Management Statement, the Guidelines and to an acceptable standard:

- (a) to the Developer, for so long as the Developer is an Owner of a Lot in the Community Scheme; and
- (b) the Community Association,

either the Community Association or the Developer may maintain the Lot, at the expense of that Lot Owner. The Community Association may recover any money owing to it by an Owner for the maintenance of their Lot, as it is were a debt under By-Law 25.

By-Law 6 Change to Development Act permitting addition of land to Community Scheme and Lease of Entry Feature

- 6.1 The Community Association will, if the Development Act is amended to, permit to add additional land to the Community Scheme to form either a Development Lot or part of Community Property.
- 6.2 The Community Association must do everything reasonably necessary to effect land transfers and consolidations contemplated by this By-Law.
- 6.3 Following the addition of land to the Community Scheme an application will be made to the Tribunal for the revaluation of the unit entitlements for the Development Lots.

- 6.4 Notice of the resolution must be held with the minutes of the General Meetings of the Community Association.
- 6.5 The water feature at the front entrance of Myall Quays (**Entry Feature**) forms part of association property for DP270100. Pursuant to the Asset Management Plan the Community Association leases the Entry Feature.
- 6.6 If the Development Act is altered or amended to allow for transfer or consolidation of land outside a community scheme then this land may be joined to form part of the Community Property together with all or part of Lot 80 in DP702022.

PART 2: RESTRICTED COMMUNITY PROPERTY

These By-Laws may not be amended during the Initial Period and may only be amended after the expiry of the Initial Period by Special Resolution and with the written consent of each person entitled by the By-Laws to use the Restricted Community Property (see Section 54 of the Management Act).

By-Law 7 Development in Stages

- 7.1 To enable the Developer to carry out Development Activities, use of the Community Property and Service Lines is restricted to the Developer on the terms of this By-Law 7, for so long as the Developer is the Owner of a Community Development Lot.
- 7.2 Restricted use of the Community Property referred to in this By-Law shall cease when the Developer serves upon the Community Association a notice informing the Community Association that Development Activities on the Community Parcel have ceased. Despite this the Developer may give such a notice at any time in relation to part of the Community Property if Development Activities on that part of the Community Property have ceased at which time restricted use of that part of the Community Property will cease.
- 7.3 The Developer and all persons authorised by the Developer have the Development Rights for the purpose of facilitating development of the Community Parcel in stages and carrying out Development Activities on the Community Parcel.
- 7.4 The terms and conditions relating to use of the Community Property under this By-Law are the Development Conditions.
- 7.5 Access to Community Property referred to in this By-Law is to be exercised by public road or Access Ways set apart under the Development Act.
- 7.6 If the Developer locks up or secures any of the Community Property referred to in this By-Law, the Developer must give the Secretary a Security Key for that locked or secured area.
- 7.7 Subject to any requirements imposed by the Council, the restricted use rights conferred on the Developer by this By-Law may be exercised between the hours of 7.00 am and 7.00 pm on Mondays to Saturdays inclusive or such other times as may be permitted by the Council, excepting Sundays, Christmas Days and Good Fridays.
- 7.8 Subject to the obligations imposed by the Development Conditions the Community Association must maintain the Community Property.

- 7.9 The Community Association must levy a Contribution on its members for any costs associated with maintaining the Community Property referred to in this By-Law unless that cost is payable by the Developer under this By-Law.

PART 3: MANDATORY MATTERS

By-Law 8 Use, Maintenance and Management of Community Property

- 8.1 Community Property shall be available for use by:
- (a) Owners and Occupiers; and
 - (b) Invitees; and
 - (c) Subject to By-Laws 8.1(d) and 8.1(e) the General Public;
 - (d) the Community Association may from time to time exclude the General Public from Community Property for special events scheduled in the Asset Management Plan;
 - (e) The Community Association may exclude the General Public from part of the Community Property, which it deems is for the exclusive use of Owners, Occupiers and Invitees.
- 8.2 The Community Association may with the approval of the Design Review Committee, restrict access to Community Property (including but not limited to, by way of gates or fencing to any part of the Community Property by means of Security Keys) during the course of maintenance, rectification, construction works or special event in accordance with any Asset Management Plan.
- 8.3 The Community Association may construct Community Facilities on Community Property in accordance with this Management Statement and the Guidelines and subject to Council and Design Review Committee approval.
- 8.4 The Community Association is responsible for the control, management, maintenance and use of Drainage.
- 8.5 The Community Association must impose Contributions from all Owners for the costs of the control, use, management, operation, maintenance and repair of Community Property and Services and Service Lines owned by the Community Association.
- 8.6 If there is damage caused by an Owner or Occupier, to Community Property, Drainage or Services and Service Lines owned by the Community Association, the Community Association may recover from that Owner or Occupier the cost of repairing the damage caused by that Owner or Occupier.
- 8.7 The Community Association must contract with persons named and for the term stated in By-Law 20 for the management, maintenance, control and administration of Community Property.

By-Law 9 Access Ways

- 9.1 No part of the Community Property has been set apart as an Access Way.

By-Law 10 Fencing

- 10.1 Subject to By-Laws 10.2 and 10.4 the Dividing Fences Act 1991 applies as between the following parts of the Community Property and the respective Owners or Occupiers of those parts of a Lot and another Lot.
- 10.2 A Owner or Occupier of a Lot must prior to erecting a fence obtain the consent of the Design Review Committee and must ensure that the fence complies with the Guidelines.
- 10.3 All internal fencing adjoining Community Property which is on the boundary or within 40 centimetres of the boundary of a Community Development Lot must be maintained and erected in accordance with any Guidelines at the expense of the Lot adjoining Community Property. This By-Law does not apply to retaining walls built for support and constructed on Community Property or fencing built within Community Property that does not adjoin a Lot which must be maintained and repaired at the expense of the Community Association.
- 10.4 Despite anything to the contrary, no fence shall be erected so as to separate the Lot or the Community Property, applicable from any adjoining lot owned by the Developer without the consent of the Developer provided however that such consent will be deemed to have been given if the fence is erected without expense to the Developer.

By-Law 11 Garbage and Recycling

- 11.1 Subject to the requirements of Council, the Community Association must either arrange with Council or contract with a garbage and recycling contractor to ensure that garbage and recyclable materials from Lots within the Community Scheme are collected on a regular basis at such times as determined by the Community Association.
- 11.2 Owners and Occupiers must:
- (a) sort, store, dispose of and make garbage and recyclable materials available for collection in accordance with the Rules of the Community Association and any requirements of Council;
 - (b) not obstruct or interfere with garbage and recycling services or deposited garbage or recyclable materials on Community Property;
 - (c) keep all garbage and recycling bins on their Lot secure and screened using either screen fences or landscaping or a combination of both so as not to be visible from other Lots or public areas;
 - (d) not dispose of toxic or dangerous substances in garbage or recycling bins; and
 - (e) return garbage and recycling bins to storage areas on their Lot within twenty four (24) hours after emptying of garbage and recycling bins.
- 11.3 The Community Association is responsible for arranging the disposal of garbage generated on Community Property.

By-Law 12 Services

- 12.1 Subject to any requirements of Service Providers detailed in By-Law 12 of the Management Statement or law or regulation to the contrary, Service Providers will be

responsible for the maintenance of those Services, Additional Services and associated Service Lines owned by that Service Provider.

12.2 The Developer and Community Association may:

- (a) provide or contract with Service Providers for Additional Services for Owners and Occupiers; and
- (b) arrange for the installation and maintenance of Service Lines for Additional Services, by Service Providers.

12.3 Where the Community Association is the Service Provider of Additional Services and damage, other than fair wear and tear, to the Additional Services is caused by an Owner or Occupier, the Community Association may in its absolute discretion recover from the Owner or Occupier the cost of repairs and materials for the damage.

12.4 Owners and Occupiers must not carry out any works which interfere with Services or Additional Services or obstruct access to, overload or damage Services, or any Additional Services.

12.5 Owners and Occupiers must promptly notify the Community Association of any damage to or defective operation of Services, any Additional Services or Drainage.

12.6 In the case of Private Services, the Community Association grants to the Service Provider of Private Services, all those rights and covenants contained in Section 36 of the Development Act as though the Private Service were a statutory service and the Service Provider a statutory service provider.

By-Law 13 Insurance

13.1 The Community Association must effect all insurances necessary pursuant to Community Title Legislation and any other insurance deemed necessary by the Community Association or as identified in any Asset Management Plan.

13.2 The Community Association must annually review:

- (a) all insurances effected by it; and
- (b) the need for new or additional insurances.

13.3 Notice of an Annual General Meeting must include a form of motion to decide whether insurances effected by the Community Association should be confirmed, varied or extended.

13.4 The Community Association must immediately take out new insurances or vary or extend existing insurances if there is an increase in risk or a new risk to Community Property.

13.5 Owners and Occupiers must not, except with the prior written consent of the Community Association, do anything that might invalidate, suspend or increase the premium for any insurance policy effected by the Community Association.

By-Law 14 Executive Committee Proceedings

14.1 The Executive Committee of the Community Association will be established in accordance with Division 2 of Part 2 of the Management Act.

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- 14.2 Subject to By-Laws 14.3 to 14.9 and the Management Act, the Executive Committee may meet to conduct business, adjourn and otherwise regulate its meetings as it thinks fit.
- 14.3 The secretary or the member of the Executive Committee who convenes a meeting must, not less than two (2) days immediately before the Executive Committee holds a meeting, circulate to all Owners:
- (a) a notice of intention to hold the meeting; and
 - (b) the proposed agenda for the meeting.
- 14.4 The agenda for a meeting must include details of all business to be dealt with at the meeting.
- 14.5 No business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.
- 14.6 The Secretary or in the Secretary's absence any member of the Executive Committee must, at the request of not less than one-third of the members of the Executive Committee, convene a meeting within the period of time specified in the request or, if no time is specified, within fourteen (14) days of the making of the request.
- 14.7 Where:
- (a) By-Law 14.3 has been complied with in relation to a meeting;
 - (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;
- then the resolution will, subject to Section 38(3) of the Management Act be as valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held.
- 14.8 Owners may attend meetings of the Executive Committee but may not address the meeting unless authorised by a resolution of the Executive Committee.
- 14.9 Minutes of meetings must be kept properly and held with the minutes of the General Meetings of the Community Association.
- 14.10 The Executive Committee must, within seven (7) days after holding a meeting, circulate a copy of the minutes to all Owners.
- 14.11 The functions of the Secretary include:
- (a) preparing and distributing minutes of meetings of the Community Association and the Executive Committee;
 - (b) giving, on behalf of the Community Association and the Executive Committee, notices required to be given under the Management Act;
 - (c) maintaining the Community Association roll;

- (d) supplying certificates in accordance with Clause 2 of Schedule 4 to the Management Act;
 - (e) answering communications addressed to the Community Association or the Executive Committee;
 - (f) convening meetings of the Executive Committee and the Community Association (other than the First Annual General Meeting);
 - (g) performing administrative or secretarial functions on behalf of the Community Association;
 - (h) performing administrative or secretarial functions on behalf of the Executive Committee;
 - (i) keeping records under Part 3 of Schedule 1 to the Management Act.
- 14.12 The functions of the Treasurer include:
- (a) the functions set out in Section 36(1) and (2) of the Management Act;
 - (b) receiving, acknowledging, banking and accounting for any money paid to the Community Association;
 - (c) preparing any certificate applied for under paragraphs (b), (c), (d), (e) and (f) of Clause 2 of Schedule 4 of the Management Act;
 - (d) keeping prescribed accounting records under Clause 10 of Schedule 1 to the Management Act; and
 - (e) notifying Owners of any Contribution levied under this Management Statement and collecting such Contribution.
- 14.13 The Executive Committee may from time to time appoint 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.
- 14.14 A member of the Executive Committee will not be liable for any loss or damage occurring by reason of an act done in their capacity as a member of the Executive Committee except where the loss or damage occurs as a result of fraud or negligence on the part of that Executive Committee member.

PART 4: OPTIONAL MATTERS

By-Law 15 Acknowledgements and Obligations of Owners and Occupiers

- 15.1 Owners and Occupiers but excluding the Developer must:

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- (a) provide any lessee or licensee of the Owners or Occupiers Lot with a copy of this Management Statement and take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the Lot and any person on the Community Scheme with the consent of the lessee or licensee complies with this By-Laws;
 - (b) take all reasonable steps to ensure that Invitees comply with these By-Laws and if the Invitee does not comply with these By-Laws then the Owner or Occupier must take all reasonable steps to ensure that the Invitee immediately leaves the Community Scheme;
 - (c) promptly pay to the Community Association all Contributions when and as they fall due on the Owners Lot and pay or reimburse the Community Association on demand for any expenses of the Community Association in connection with the contemplated or actual enforcement or preservation of any rights under these By-Laws concerning the Owner or Occupier including, without limitation, expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events;
 - (d) do anything which the Owner or Occupier is required to do under these By-Laws at the cost of the Owner or Occupier;
 - (e) comply on time with all requirements and orders of authorities, all laws in connection with the Lot and the use or occupation of that Lot;
 - (f) comply with the terms of any notice sent to that Owner or Occupier by the Community Association, the Executive Committee, a Service Provider or other relevant authority;
 - (g) not directly or indirectly instruct agents, employees or contractors of the Community Association unless authorised to do so by the Community Association;
 - (h) comply with the reasonable directions of and not hinder emergency services personnel or vehicles;
 - (i) not make undue noise or behave in a way that might interfere with or cause offence to other Owners or Occupiers or their Invitees;
- 15.2 Owners and Occupiers acknowledge that this By-Law 15 goes to the theme of the development pursuant to Section 17 of the Management Act and can only be amended by Unanimous Resolution.

By-Law 16 Animals

- 16.1 Owners or Occupiers of a Lot, may keep or allow in their lot any:
- (a) Goldfish or other fish kept in an indoor aquarium;
 - (b) Canaries, budgerigars or other similar birds kept indoors at all times;
 - (c) a domestic dog with the consent of the Executive Committee; and
 - (d) a domestic cat provided the animal is confined indoors between sunset and sunrise.

No other Animals may be kept or allowed in any other Lot or on any part of the Community Parcel.

- 16.2 In determining whether to grant its consent pursuant to By-Law 16.4, the Executive Committee may take into consideration the type and size of the dog, whether the relevant Owner or Occupier has obtained consent to the keeping of any other dog and any other matter which the Executive Committee considers relevant.
- 16.3
- (a) The Executive Committee will not give its consent for a dog to be kept on a Lot if:
 - (i) it is not registered in accordance with the Companion Animals Act 1966; or
 - (ii) it has been declared a dangerous dog under the Companion Animals Act 1966.
 - (b) The Executive Committee will generally not grant consent for the keeping of the dogs which, in the view of the Executive Committee are accepted to be or have a reputation as being vicious, aggressive, noisy or difficult to control.
- 16.4 The Executive Committee will generally grant consent for the keeping of a small or medium sized dog which – in the opinion of the Executive Committee – are not accepted as being or have a reputation as being vicious, aggressive, noisy or difficult to control.
- 16.5 Despite anything in this By-Law:
- (a) a completely or partially blind Owner or Occupier of a Lot may keep a dog used as a guide on a Lot; and
 - (b) a completely or partially blind person may use a dog as a guide on a Lot or on any other part of the Community Parcel.
- 16.6 Where a Owner or Occupier of a Lot or any person who is on the Community Parcel with the Owner's consent (express or implied) brings or keeps an Animal on a Lot or any other part of the Community Parcel the Owner or Occupier is:
- (a) responsible for ensuring that the Animal (in the case of a dog) is at all times restrained on a leash or confined to the Lot by way of a fence or other barrier;
 - (b) liable to the Owners and Occupiers of other Lots and all other persons lawfully on the Community Parcel for any noise which is disturbing to an extent which is unreasonable and for damage to or loss of property or injury to any person caused by the Animal; and
 - (c) responsible for cleaning up after the Animal has used any part of another Lot or any other part of the Community Parcel.
- 16.7 The liability and responsibility imposed on the Owners and Occupiers of Lots under this By-Law exists notwithstanding that a Owner or Occupier has obtained approval of the Community Association to keep an Animal on a Lot.

- 16.8 The Executive Committee reserves absolutely to itself the right to order the removal of an Animal from the Community Parcel if after consideration all evidence placed before it:
- (a) any Animal kept or allowed on a Lot becomes offensive, vicious or audibly or visually a nuisance; or
 - (b) any Animal is kept in breach of any conditions of approval imposed by the Community Association under paragraph (b); or
 - (c) the Animal is brought onto the Community Parcel, kept or used in the breach of this By-Law.
- 16.9 If the Executive Committee orders the removal of an animal under this By-Law then the owner or occupier who owns the Animal (or has the care or control of it) must remove the Animal from the Community Parcel in accordance with the terms of the order.
- 16.10 Any consent by the Executive Committee for the keeping of an Animal under this By-Law is subject to any requirement by Council.

By-Law 17 Washing

- 17.1 Owners and Occupiers must not erect any clothes line or hoist or hang any washing, towels, bedding, clothing or other articles of a similar nature from any clothes line, hoist or railing on or within view of public areas, Community Property or another Lot.
- 17.2 All clothes drying areas must be screened with screening fences or landscaping or a combination of both and in accordance with the Guidelines.

By-Law 18 Restriction on Parking

An Owner or Occupier must and must ensure Invitees only use the designated parking areas allocated on Community Property.

By-Law 19 Additional Restrictions

- 19.1 An Owner or Occupier of a Lot (or on any part of a Lot so as to be visible or audible from another Lot on any part of the Community Parcel or Subsidiary Body Property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using the Community Parcel or Subsidiary Body Property.
- 19.2 An Owner or Occupier of a Lot must not permit any child under the control of that Owner or Occupier to play on any area of the Community Parcel or Subsidiary Body Property or unless accompanied by an adult remain on any area of Community Parcel or Subsidiary Body Property comprising a car parking area or other area of possible danger or hazard to children.
- 19.3 An Owner or Occupier of a Lot must at the Owner's or Occupier's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of Council.
- 19.4 An Owner or Occupier of a Lot must not use the Lot for any purpose that may impugn the good reputation of the Community Scheme.

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- 19.5 An Owner or Occupier of a Lot must keep the Lot, including all glass in windows and all external doors, clean and in good repair.
- 19.6 An Owner or Occupier of a Lot must not do or permit anything including, without limitation, bring or permit to be brought into the Community Parcel any heavy article, which might cause structural damage to the Community Parcel or any building on the Community Parcel.
- 19.7 An Owner or Occupier of a Lot must not do anything to interfere with, damage or deface the Community Parcel or Subsidiary Body Property without the prior written consent of the Community Association or the relevant Subsidiary Body.
- 19.8 An Owner or Occupier of a Lot must not damage any law, plant, tree or garden forming part of or situated on the Community Parcel or Subsidiary Body Property or use for the Owner's or Occupier's purpose as a garden any part of the Community Parcel or Subsidiary Body Property.
- 19.9 An Owner or Occupier of a Lot must not, without the prior written consent of the Community Association or Subsidiary Body (as applicable), interfere with the Community Parcel or Subsidiary Body Property or remove any article from the Community Parcel or Subsidiary Body Property placed there by direction or authority of the Community Association or Subsidiary Body and must use all reasonable endeavours to ensure that such items are used only for their intended use and not damaged.
- 19.10 An Owner or Occupier of a Lot must not, without the authority of the Community Association or Subsidiary Body (as applicable) interfere with the operation of any equipment installed in the Community Parcel or Subsidiary Body Property.
- 19.11 An Owner or Occupier of a Lot must not do or permit anything which may prejudice the security or safety of the Community Parcel and, without limitation, an Owner or Occupier of a Lot must take all reasonable steps to ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.
- 19.12 An Owner or Occupier of a Lot must promptly notify the Executive Committee of any damage to or defect in the Community Parcel or Subsidiary Body Property or any personal property vested in the Community Association or any Subsidiary Body.
- 19.13 The Owner or Occupier of a Lot is liable to compensate the Community Association or any Subsidiary Body in respect of any damage to the Community Parcel or Subsidiary Body Property or person property vested in the Community Association or any Subsidiary Body caused by that Owner or Occupier.
- 19.14 The Community Association or any Subsidiary Body must take all reasonable steps to ensure the security of the Community Parcel (or any part of it) from intruders and to preserve the safety of the Community Parcel from fire or other hazard.
- 19.15 The Owner or Occupier of a Lot must not use any storage area outside the habitable part of the Lot for storage of any perishable substances and must keep such storage areas free of vermin at all times.
- 19.16 The Owner or Occupier of a Lot must not enclose any storage area outside the habitable part of the Lot without the prior written consent of Council and the Community Association. This does not apply to such areas already enclosed when this Management Statement is registered.

By-Law 20 Community Association's Rights and Obligations

- 20.1 The Community Association may, on its own behalf or on behalf of each Subsidiary Body, contract with persons to provide:
- (a) management, operational, maintenance and other services for Community Property or Subsidiary Body Property;
 - (b) services or amenities to the Owners or Occupiers; and
 - (c) services or amenities to Community Property or Subsidiary Body Property.
- 20.2 The Community Association may do anything on a Lot:
- (a) which should have been done by an owner or Occupier under this Management Statement but which has not been done or has not been done properly; or
 - (b) to comply with this Management Statement, including remedying, removing or restoring anything on that Lot which breaches this Management Statement.
- 20.3 If By-Law 20.2 applies, the Community Association is entitled to:
- (a) enter and remain on the Lot for as long as it is necessary; and
 - (b) recover any costs associated with carrying out works under this Management Statement from the Owner of the Lot.
- 20.4 A person must forward complaints, notices or application to or requests for consideration of matters by the Community Association in writing:
- (a) to the Managing Agent of the Community Association; or
 - (b) if there is no Managing Agent, to the secretary of the Executive Committee.
- 20.5 The Community Association may, on its own behalf contract with persons to:
- (a) Provide management, operational, maintenance and other services and amenities in connection with Community Property; and
 - (b) Provide services or amenities to Owners and Occupiers.
- 20.6 The Community Association is empowered on its own behalf to provide certain management, maintenance and services to the Community Scheme and to Owners and Occupiers within the Community Scheme. The Community Association intends, during the initial period, to enter into a Management Agreement. The Management Agreement will be entered into during the initial period and for the purposes of Section 24(2)(a) of the Management Act the particulars of the Management Agreement are disclosed as follows:
- (a) **Parties** - The Community Association and the Manager.
 - (b) **Term** - 12 months.
 - (c) **Duties** - The scheduled duties of the Manager include, but are not limited to the following:

- (i) the general repair and maintenance of landscaping of Community Property;
- (ii) the provision of cleaning and maintenance services of Community Property;
- (iii) the general repair and maintenance of Security Services;
- (iv) the provision of Additional Services, as determined by the Manager and Community Association from time to time;
- (v) the provision of services to Owners and Occupiers as may be agreed from time to time and may include, without limitation, the foregoing:
 - (A) the provision of services and facilities consistent with the operation of the Community Scheme as a commercial mixed use Community Scheme;
 - (B) the provision of pest control services; and
 - (C) any other matters, activity or thing which the Community Association agrees is appropriate for the operation and management of the Community Scheme.
- (d) **Delegation** - The Manager has the right to subcontract and delegate, withdraw and re-delegate its duties under the Management Agreement, to a responsible third party as determined by the Manager in its sole discretion.
- (e) **Remuneration** - As determined between the Community Association and the Manager, but not less than:
 - (i) the market value of the costs of performing the duties specified in the Management Agreement; and
 - (ii) an additional margin fee, being a percentage of those costs.

The remuneration is to be reviewed annually in accordance with movements in the Consumer Price Index. The remuneration is also subject to an annual market review.
- (f) **Assignment** - The Manager may assign the Management Agreement without the consent of the Community Association.
- (g) **Termination** - The Management Agreement may be terminated by the Community Association if:
 - (i) the Manager neglects or fails to carry out the Manager's duties within a reasonable time of the Manager receiving written notice of the same from the Community Association; or
 - (ii) the Manager breaches the assignment provision in the Management Agreement; or
 - (iii) the Manager is grossly negligent in the performance of its duties.

The Manager can, provided written notice has been given to the Community Association, terminate the Management Agreement upon the occurrence of

the usual termination events, including non payment of fees owing or breach of the Management Agreement by the Community Association.

By-Law 21 Service Contracts

- 21.1 During the Initial Period, the Community Association intends to enter into Service Contracts with one or more service providers.
- 21.2 The term of each Service Contract will be for a term not exceeding 12 months and for a fee not exceeding the market value for the relevant service.
- 21.3 The effect of the Services Contracts is disclosed in this By-Law for the purpose of Section 24(2)(a) of the Management Act.
- 21.4 In this By-Law, **Service Contracts** means the contract or contracts entered into between the Community Association and one or more service providers or (before the date of this Management Statement) between the Developer and one or more service providers for the maintenance, repair and/or upkeep of Community Property and requirements under the Asset Management Plan.

By-Law 22 Encroachments

- 22.1 All underground footings and foundations for support for Improvements located on Community Property which may encroach onto a Lot (Burdened Lot), must be maintained at the expense of the Community Association.
- 22.2 Where an Improvement located on Community Property encroaches onto a Lot, the Owner of the Burdened Lot must grant to the Community Association, if requested by the Community Association, an easement in favour of the Community Association for access to and maintenance of the encroaching Improvement.
- 22.3 Any contractor, employee or agent of the Community Association may enter onto or underneath the Burdened Lot, on giving the Owner or Occupier of the Burdened Lot reasonable notice, for the purposes of maintaining the underground footings and foundations for support specified in By-Law 22.1.
- 22.4 In exercising the rights under By-Law 22.3, the employee, agent or contractor of the Community Association:
 - (a) must only stay on the Burdened Lot for so long as is reasonably necessary to comply with By-Laws 22.1 and 22.3;
 - (b) must only bring onto the Burdened Lot equipment as is necessary to comply with By-Laws 22.1 and 22.3;
 - (c) must not cause any undue inconvenience or interfere with the Owner or Occupier of the Burdened Lots use of the Lot; and
 - (d) must promptly rectify any damage to the Burdened Lot caused by the exercise of the rights under By-Laws 22.1 and 22.3.
- 22.5 All underground footings and foundations for support, for Improvements including, without limitation, overhangs, flashing and structures of a similar nature, which may encroach from a Lot onto Community Property must be maintained at the expenses of the Owner of the encroaching Lot.

- 22.6 The Owner or Occupier of the encroaching Lot may enter onto and underneath adjoining Community Property upon giving the Community Association prior reasonable notice for the purposes of complying with By-Law 22.5.
- 22.7 In exercising the rights under By-Laws 22.5 and 22.6, the Owner of the encroaching Lot:
- (a) must only carry on work affecting the adjoining Community Property so long as is reasonably necessary to comply with By-Laws 22.5 and 22.6;
 - (b) must only bring onto the adjoining Community Property equipment as is necessary to comply with By-Laws 22.5 and 22.6;
 - (c) must not cause any undue inconvenience or interference with other Owners or Occupiers who have a right to use the Community Property; and
 - (d) must promptly rectify any damage to the Community Property caused by the exercise of the rights under By-Laws 22.5 and 22.6.

By-Law 23 Revetment Walls

- 23.1 Revetment Walls may be built to a design approved by Council on developed Lots with absolute frontage to any Waterbody to protect the Lot from erosion and to protect the Waterbody from pollution.
- 23.2 An Owner or Occupier of a Lot must not damage or deface a Revetment Wall, or fix any permanent item or structure to the Revetment Wall or alter or allow to be altered the level of the sand or soil abutting, or in the vicinity of the Revetment Wall.
- 23.3 Despite a Revetment Wall being located entirely within the boundary of a Lot, the Community Association is responsible for keeping the Revetment Wall in a true and structurally sound position.
- 23.4 The Owner or Occupier of a Lot must allow the Community Association's servants and agents access to their Lot for the purpose of affecting any repairs that may be necessary to maintain the integrity of the Revetment Wall.

By-Law 24 Detention System

- 24.1 In this By-Law Detention System includes a Detention System installed from time to time as and when each Community Development Lot is developed, to help maintain the highest possible water quality in any Waterbody within the Community Parcel.
- 24.2 The Owner or Occupier of a Lot on which a Detention System is installed is responsible for the care and maintenance of the Detention System and all ancillary fittings. The Owner or Occupier must, without limitation, prevent sediments, weedicides, pesticides, fertilisers, grass clippings or other foreign matter entering the Detention Tanks.
- 24.3 To protect the Detention Tanks an Owner or Occupier of a Lot must not erect any structure whatsoever or drive any Vehicle on that part of the Lot containing the Detention System, which area extends from the rear boundary of the Lot to a line five metres in from and parallel to the rear boundary of the Lot.
- 24.4 The Owners or Occupiers of a Lot must not remove or damage the grated drain extending across the width of the rear Lot alongside the Revetment Wall or the associated sediment pits which collect water draining from the grated drain to the

Detention Tanks and must maintain these drains and pits in good working order, free of silt, leaves, grass, weeds or other substances, so as to prevent all such foreign material entering into the Detention Tanks.

- 24.5 The Owners or Occupiers of a Lot must ensure that all stormwater draining from any roof, driveway or patio to be erected on any Lot is piped to and connected into the nearest Detention System via a pit or pits located adjacent to one or both of the side boundaries of the Lot. Each pit must contain a sediment trap of a volume no less than 0.2 cubic metres capacity each and this trap or these traps must be regularly cleaned of all silt, leaves, grass, weeds or other substances by the Owner or Occupier.
- 24.6 Persons approved by the Community Association may enter upon any Lot for the purpose of inspecting any Detention System or ancillary drainage works.
- 24.7 The Community Association is entitled to raise a levy on each Owner of a Lot for the purpose of raising the equivalent to 11% of the total unit entitlement for DP270100 (**Special Levy**). The Special Levy is to be contributed by the Community Association to DP270100 for purposes set out in this By-Law 24 which affect DP270100.

By-Law 25 Jetties and Pontoons on Waterbody

- 25.1 No jetties or pontoons are to be constructed on a Waterbody owned by or under the control of the Community Association.
- 25.2 This By-Law does not apply to the Developer.

By-Law 26 TV Aerials

- 26.1 An Owner or Occupier of a Lot must not erect any television aerial, radio mast, satellite dish or similar electronic receiving or transmitting device on any Lot where such device is visible from the street fronting the Lot or from Community Property unless the Lot is not provided with access to a cable capable of delivering:
- (a) television signals direct from any conventional television station transmitting to the area; and
 - (b) television signals from any satellite transmitting to the area; and
 - (c) television signals from any MDS television transmitter, transmitting to the area.
- 26.2 If a Lot is not provided with access to (a), (b) and (c) the Owner or Occupier must not erect a television aerial, radio mast, satellite dish or similar electronic receiving or transmitting device without the consent of the Design Review Committee.

By-Law 27 Community Association not liable for Damages

The Community Association is not liable for damages to or loss of property or injury to any person in or near the Community Scheme due to any cause other than the negligence or fraud of the Community Association or any employee or agent of the Community Association.

By-Law 28 Interest on overdue money and right to recover money

- 28.1 The Community Association may recover any money owing to it under these By-Laws as a debt.

- 28.2 Owners or Occupiers must pay the Community Association interest on any amount, other than a Contribution levied by the Community Association under the Management Act, that is due for payment and remains unpaid from and including the date it is due for payment.
- 28.3 During the period that an amount under By-Law 28.2 remains unpaid, interest will be payable on demand or at times notified by the Community Association and will be calculated on daily balances at the rate equal to two per centum (2%) per annum above the rate quoted from time to time by the Community Association's bankers (as nominated by the Community Association) on overdraft accommodation in excess of \$100,000.00.
- 28.4 Interest may be capitalised by the Community Association at monthly intervals and interest is payable on capitalised interest at the rate and in the manner referred to in By-Law 28.3.
- 28.5 Nothing in this By-Law 28 prevents the Community Association from recovering any amount exceeding the interest calculated under this By-Law as a consequence of any amount not being paid when due.
- 28.6 Owners agree to pay any GST payable for any taxable supply supplied to that Owner by, through or at the direction of the Community Association, to the Community Association or as directed by the Community Association.

By-Law 29 Rules

- 29.1 The Community Association may make Rules relating to the control, management, operation, use and enjoyment of the Community Parcel including without limitation:
- (a) the control, management, operation and use of Community Property;
 - (b) the storage, disposal and collection of garbage; and
 - (c) the supply of Additional Services.
- 29.2 The Community Association may at any time add to or change the Rules. An addition or change to a Rule must not be inconsistent with the Management Act, the Development Act or these By-Laws.
- 29.3 Rules bind the Community Association, Owners, Occupiers and Invitees.

By-Law 30 Communications

- 30.1 Any complaint, notice, request or Application to the Community Association must be addressed in writing to the Managing Agent or if there is no Managing Agent, to the Secretary.
- 30.2 A certificate signed by the Community Association, its Managing Agent or the Secretary about a matter or a sum payable to the Community Association in connection with these By-Laws is prima facie evidence of the amount or any other factual matter stated in it.
- 30.3 Any notice, approval or authorisation by the Community Association under these By-Laws must be in writing.

By-Law 31 Approvals of Community Association

- 31.1 The Community Association may give conditional approval, unconditional approval or withhold its approval by these By-Laws in its absolute discretion, unless expressly provided otherwise in these By-Laws.

PART 5: BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

By-Law 32 Requirements of Public Authorities

32.1 MidCoast Water

- (a) Notwithstanding any other By-Law in this Management Statement, the terms of memorandum [] are incorporated into this Management Statement. The terms of the memorandum set out:
 - (i) the rights and privileges of MidCoast Water, its servants and agents which are ancillary to the rights and obligations conferred on MidCoast Water by Section 35 of the Development Act; and
 - (ii) the obligations imposed on Owners within the Community Scheme.
- (b) This By-Law 32.1 may only be revoked or amended with the written consent of MidCoast Water.

32.2 Country Energy

- (a) Country Energy requires that the Community Association provide, at all time, and authorised employees, including but not limited to personnel with mechanical and keyed access to Country Energy's Service Lines and equipment located on the Community Scheme.
- (b) Low voltage distribution systems located within the Community Scheme (if any), are the property of the Community Association. The Community Association shall be responsible for and arrange for the maintenance and repair of low voltage distribution systems and related equipment located on the Community Scheme.
- (c) High voltage reticulation located on the Community Scheme (if any) remain the property of Country Energy who shall repair and maintain the high voltage reticulation.
- (d) All electrical equipment including but not limited to, street lights, LV pillars and LV distribution cables are the property of and are to be maintained by the Community Association.
- (e) Country Energy will provide a single, low voltage connection point at each electricity substation located in the Community Scheme. The Community Association must provide a suitable low voltage main switch board to distribute electricity from each such connection point.
- (f) Country Energy requires an easement to be created for high voltage, underground cables and kiosk substations located with the Community Scheme and an easement for access over the community property. It is

intended to create a statutory easement pursuant to Section 36 of the Development Act over high voltage underground cables and electricity substations in favour of Country Energy.

- (g) This By-Law 32.2 may only be revoked or amended with the written consent of Country Energy.

32.3 Australia Post

- (a) As a condition of Australia Post providing a delivery service to the Community Scheme, the Community Association and Owners must grant to Australia Post, its contractors, servants and agents, with all necessary vehicles and equipment, reasonable access to the Community Scheme.
- (b) Australia Post requires that:
 - (i) Owners position letterboxes so that the delivery of mail by Australia Post may be effected without the need for Australia Posts' contractors, agents or servants alighting from delivery vehicles and without causing Australia Posts' contractors, agents or servants to contravene traffic laws and regulations,
 - (ii) Driveways on Lots must not be hindered by closed gates at the boundary alignment so as to preclude delivery as provided for in By-Law 32.3(b)(i), and
 - (iii) Owners clearly display their Lot number;
- (c) Owners and Occupiers acknowledge that Australia Post reserves the right to change the method of delivery of mail based on the most cost efficient method available to Australia Post to deliver mail.
- (d) This By-Law 32.3 may only be revoked or amended with the written consent of Australia Post.

32.4 Telstra

- (a) Pursuant to Schedule 3 of the *Telecommunications Act 1997* (Cth), Telstra may exercise the following powers:
 - (i) the power to inspect the Community Scheme to determine whether the land is suitable for Telstra's purpose,
 - (ii) the power to install a facility on the Community Scheme; and
 - (iii) the power to maintain a facility that is situated on the Community Scheme.
- (b) This By-Law 32.4 may only be revoked or amended with the written consent of Telstra.
- (c) To the extent permissible at law, the concurrence by the Design Review Committee is required before Telstra may exercise any of its powers under this By-Law.

By-Law 33 Water Quality

- 33.1 The Community Association is responsible for, and must maintain at its cost, the water quality in any Waterbody within the Community Parcel in accordance with the Asset Management Plan.

PART 6: DEFINITIONS, INTERPRETATION AND GENERAL

By-Law 34 Interpretation

- 34.1 The following words have these meanings in the By-Laws unless a contrary intention appears:
- (a) **Access Way** means either an Open Access Way or a Private Access Way.
 - (b) **Additional Service** means any service in addition to those listed in By-Law 12.1 running through or serving Lots or Community Property including but not limited to statutory services, private services and security services.
 - (c) **Adjoining Owners** means the first lot on either side of the Applicant's Lot excluding Community Property within the Community Plan.
 - (d) **Animal** means any animal including but not limited to dogs, cats, insect, reptiles or birds.
 - (e) **Annual General Meeting** means the annual general meeting of the Community Association other than the First Annual General Meeting.
 - (f) **Applicant** means:
 - (i) for an application to add to or alter the Guidelines – an Owner who applies to the Community Association for the addition or alteration, or
 - (ii) for Improvements – an Owner who submits plans and specifications to the Design Review Committee for approval.
 - (g) **Application** means:
 - (i) for an application to add to or to alter the Guidelines – a written application detailing the alterations or additions and which may also include plans and specifications, or
 - (ii) for Improvements – a written application for Improvements including, but not limited to, detailed architectural plans and specifications of all Improvements.
 - (h) **Asset Management Plan** means any asset management plan prescribed by the Community Association for Community Property or Subsidiary Body Property.
 - (i) **Board** means the Consumer, Trader and Tenancy Tribunal constituted under the Management Act.
 - (j) **By-Law** means a by-law included in this Management Statement.

- (k) **Community Association** means the community association constituted on registration of the Community Plan.
- (l) **Community Development Lot** means a lot that is not:
- (i) Community Property;
 - (ii) land that has become subject to a Subsidiary Scheme; or
 - (iii) severed from the Community Scheme.
- (m) **Community Facilities** means facilities constructed by the Developer or Community Association from time to time for the use by Owners, Occupiers and Invitees.
- (n) **Community Legislation** includes:
- (i) *Community Land Development Act 1989,*
 - (ii) *Community Land Management Act 1989,*
 - (iii) *Community Land Development Regulation 2000,* and
 - (iv) *Community Land Management Regulation 2000,*
- as amended from time to time and all cognate legislation and regulations.
- (o) **Community Parcel** means the land the subject of the Community Scheme.
- (p) **Community Plan** means the plan of subdivision of the land by a Community Plan into lots.
- (q) **Community Property** means lot 1 in the Community Plan comprising water basins, footpaths, landscaping and drainage (excluding Service Lines other than Service Lines owned by the Community Association) and Community Facilities.
- (r) **Community Scheme** means:
- (i) the subdivision of the Community Parcel by the Community Plan, and
 - (ii) the rights conferred, and the obligations imposed, by or under the Community Titles Legislation or similar legislation in relation to the Community Association, Community Property and persons having interest in or occupying Lots.
- (s) **Community Titles Legislation** means the Development Act, the Management Act and cognate legislation.
- (t) **Contribution** means the contribution required to be paid under the By Law or agreement to the Community Association by Owners and is the amount X in the following formula:
- $X = A \times B \text{ where:}$
- C
- A = the total amount to be raised by the contribution,

B = the unit entitlement for the Owner's Lot, and

C = the aggregate of the unit entitlements for each Lot in the Community Scheme.

- (u) **Council** means the relevant consent authority.
- (v) **Design Review Committee** means the panel set up pursuant to By-Law 3 of this Management Statement.
- (w) **Detention System** means any Detention Tank, pipe, pit, pond, swale, fitting or other device required for the convey or detaining of the flow of stormwater.
- (x) **Detention Tank** means any stormwater detention system located behind the Revetment Wall built into all Lots with absolute frontage to a Waterbody.
- (y) **Developer** means Crighton Properties Pty Limited ACN 000 830 875 and where the context permits includes their authorised officers, employees, agents, contractors and assignees.
- (z) **Development Act** means the *Community Land Development Act 1989* and regulations made under it.
- (aa) **Development Activities** means:
 - (i) any form of demolition work, building work or work ancillary to or associated with building work on the Community Parcel and the Community Scheme including without limitation, the installation of Services and Additional Services and construction of improvements, roads and access ways,
 - (ii) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel and the Community Scheme,
 - (iii) any form or work other than the forms of work referred to in paragraphs (i) and (ii) of this definition which is considered necessary or desirable by the Developer,
 - (iv) the use of any part of the Community Parcel or the Community Scheme in connection with the forms of work referred to in paragraphs (i) to (iii) of this definition,
 - (v) the subdivision of any part of the Community Parcel or the Community Scheme, or
 - (vi) work required by Council or any relevant authority in connection with the Community Parcel or the Community Scheme development.
- (bb) **Development Conditions** means:
 - (i) all damage to or interference with the Community Parcel must be made good at the expense of the Developer as soon as possible after that damage or interference occurs,
 - (ii) the interference with the use or enjoyment by Owners or Occupiers of Lots or of the Community Property must, insofar as it is consistent

with the carrying out of Development Activities, be kept to a minimum, and

- (iii) on completion from time to time of Development Activities the relevant Community Parcel areas must be left in a clean and tidy condition.
- (cc) **Development Lot** has the same meaning as in the Development Act.
- (dd) **Development Rights** means:
 - (i) **Access Rights** – complete and unrestricted access by foot or motor vehicle over Community Property,
 - (ii) **Parking Rights** – the right to park motor vehicles and equipment on Community Property,
 - (iii) **Temporary Facilities** – the right to place on or attach to Community Property temporary offices, sheds, depots, building materials, cranes and other equipment,
 - (iv) **Right to Install Services** – the right to install (or arrange installation of) Services on Community Property,
 - (v) **Right to Connect Services** – the right to connect Services within Community Property,
 - (vi) **Right to Attach Signs** – the right to attach and place marketing and advertising signs, placards, banners, notices, advertisements, flags and flagpoles on the Community Property,
 - (vii) **Right to Sublet Signage** – the right to sublet signage locations on the Community Property for revenue,
 - (viii) **Right to Conduct Sales** – the right to conduct sales activities on the Community Property.
- (ee) **Drainage** includes but is not limited to underground piping, drainage structures including in road carriageways, causeways, water storage, retention basins, water quality enhancement facilities, overland flow paths, inter-allotment drainage and gross pollutant traps located on Community Property or the subject of a statutory easement or easement in favour of the Community Association.
- (ff) **Executive Committee** means the executive committee of the Community Association as constituted or elected from time to time under the Management Act.
- (gg) **First Annual General Meeting** means the General Meeting convened and held under Section 9 of the Management Act.
- (hh) **Function** includes a power, authority or duty.
- (ii) **General Meeting** means a general meeting or special general meeting of the Community Association.

- (jj) **General Public** means a person on the Community Parcel without the express consent of an Owner, Occupier or the Community Association.
- (kk) **GST** means the Goods and Services Tax as contained in A New Tax System (Goods and Services Tax) Act 1999 and related acts of the Commonwealth and cognate rulings and regulations.
- (ll) **Guidelines** means the Architectural and Landscape Guidelines prescribed by the Community Scheme and amended from time to time in accordance with By-Law 2.
- (mm) **Improvements** includes building alterations, amendments, modifications, new constructions, structures, building works, landscaping and external repairs whether or not requiring the approval of Council, but for the purposes of By-Law 3 only, exclude changes to the interior of a dwelling which:
 - (i) do not require the approval of Council,
 - (ii) do not interfere with or involve connection to Services, and
 - (iii) are not visible from another Lot or Community Property.
- (nn) **Initial Period** means the term "initial period" as set out in Section 3 of the Management Act.
- (oo) **Invitee** means a person on the Community Parcel with the express consent of an Owner, Occupier or the Community Association.
- (pp) **Lot** means a Lot within the Community Scheme.
- (qq) **Management Act** means the *Community Land Management Act 1989* and regulations made under it.
- (rr) **Management Agreement** means the agreement between the Community Association and the Manager described in By-Law 20.
- (ss) **Management Statement** means the statement registered with the Community Plan from time to time added to, modified or amended in accordance with this Management Statement and the Community Titles Legislations.
- (tt) **Manager** means [] (ACN []) appointed pursuant to By-Law 20 its successors and assigns.
- (uu) **Managing Agent** means an agent appointed under Section 50 of the Management Act.
- (vv) **Neighbourhood Association** means the Neighbourhood Association created on registration of the Neighbourhood Plan, being Neighbourhood Association No DP286130
- (ww) **Neighbourhood Plan** means the Neighbourhood Plan registered create the Neighbourhood Association.
- (xx) **Neighbourhood Scheme** means the Neighbourhood Scheme constituted on registration of the Neighbourhood Plan.

- (yy) **Occupier** means a resident and includes resident Owners, any lessee, licensee or assignee of a Lot.
- (zz) **Open Access Way** means an open access way within the Community Parcel set apart under Section 47 of the Development Act and shown in the Access Way Plan.
- (aaa) **Owner** means the registered proprietor on title of a Lot or mortgagee in possession of a Lot, its successors and assigns.
- (bbb) **Parties** means the Community Association and each Owner or Occupier within the Community Parcel.
- (ccc) **Practical Completion** means the stage when the Works to construct a dwelling on a Lot, including landscape works, are complete, except for minor defects and omission in relation to which the Owner has reasonable grounds for not rectifying them promptly.
- (ddd) **Precinct Plan** means a precinct plan that subdivides a Community Development Lot.
- (eee) **Precinct Scheme** means a precinct scheme constituted on registration of a Precinct Plan.
- (fff) **Prescribed Diagram** means the diagram relating to the Service Lines with the Community Plan and prescribed in Section 36 of the Development Act.
- (ggg) **Private Access Way** means a private access way within the Community Parcel set apart under Section 47 of the Development Act and shown in the Access Way Plan.
- (hhh) **Private Services** includes those services provided by a private corporation, body, entity or person other than a statutory authority as prescribed in Part 5 Regulation 37 of the Community Land Development Regulations 2000 or capable of creation as a statutory easement.
- (iii) **Revetment Wall** means a wall constructed across the rear of a Lot with absolute frontage to a Waterbody.
- (jjj) **Rules** means the rules by under By-Law 29.
- (kkk) **Secretary** means the secretary of the Community Association.
- (lll) **Security Keys** means a key, magnet card or other automatic or mechanical device used to open, close, lock and unlock gates and doors and activate and operate alarms and security systems on the Community Parcel.
- (mmm) **Security Services** means video surveillance cameras and associated wiring cables and equipment, security gates, security patrol personnel and any electronic systems incidental thereto.
- (nnn) **Services** means the services referred to in By-Law 11 and includes Private Services and Statutory Services.
- (ooo) **Service Line** means a pipe, wire, cable, duct, conduit or pole by means of which a Service is or is to be provided.

- (ppp) **Service Provider** means without limitation, MidCoast Water, Country Energy, Telstra, the Council and any authorities or private corporations including the Developer and the Community Association assuming similar functions.
- (qqq) **Special Resolution** means a resolution passed in accordance with the Management Act.
- (rrr) **Strata Plan** means a strata plan that subdivides a Community Development Lot or a lot in a Subsidiary Scheme.
- (sss) **Strata Scheme** means a strata scheme constituted on registration of a Strata Plan.
- (ttt) **Subsidiary Body** means a Precinct Association, Neighbourhood Association or an Owners Corporation.
- (uuu) **Subsidiary Body Property** means the Precinct Association Property, Neighbourhood Association Property or Common Property.
- (vvv) **Subsidiary Scheme** means a Precinct Scheme, Neighbourhood Scheme or a Strata Scheme.
- (www) **Treasurer** means the treasurer of the Community Association.
- (xxx) **Tribunal** means the Consumer, Trader and Tenancy Tribunal established by the Consumer, Trader and Tenancy Tribunal Act 2001.
- (yyy) **Unanimous Resolution** means a resolution passed by a duly convened General Meeting of the Community Association without a vote being cast against it.
- (zzz) **Vehicle** means any motorised and non-motorised vehicles whether or not registered unless the context requires otherwise and includes, but is not limited to, motor vehicles, carts, trucks, caravans, trailers, boats and bicycles.
- (aaaa) **Waterbody** means a body or bodies of water artificially created in the Community Parcel or any Subsidiary Scheme.

34.2 In these By-Laws unless the contrary intention appears:

- (a) A reference to the singular includes the plural and vice versa;
- (b) A reference to a statute includes any variations, amendment, re-enactment or replacement of it;
- (c) The word person includes a firm, an Owners Corporation, an association or an authority;
- (d) Reference to a person includes a reference to the person's executors, administrators, successors and assigns;
- (e) A reference to an instrument includes any variation or replacement of it;
- (f) A reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later; and

Community Management Statement
Myall Quays Town Centre Community

- (g) Headings are inserted for convenience and do not affect the interpretation of this Management Statement.
- 34.3 Unenforceability of a part or provision of these By-Laws does not affect the enforceability of any other part or provision.
- 34.4 The Community Association may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. 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. Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.
- 34.5 A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other organization or person deemed to be a reference to the organization or officer established, constituted or appointed in lieu of or as replacement for or which or who serves substantially the same purposes or subject of that authority, institute, association, body or officer.

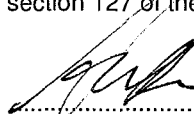
Signatures, Consents and Approvals

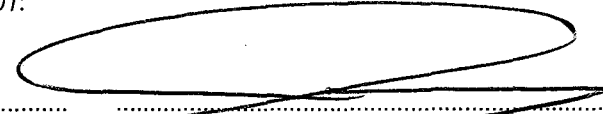
Dated

day of

2008

EXECUTED by **Crighton Properties Pty Limited** ACN 000 830 875 in accordance with section 127 of the *Corporations Act 2001*:


.....
Director


.....
Director/Secretary

ANDREW DOUGLAS COX
.....
Name of Director (block letters)

GEOFFREY JOHN COX
.....
Name of Director/Secretary (block letters)

Certificate of Approval

It is certified:

1. that the consent authority has approved the development described in Development Application **DA88/08** ; and
2. that the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Dated

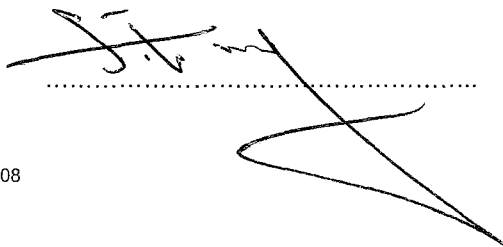
26th

day of

May

2008

Signature on behalf of
consent authority


.....

Volume 1:

Annex F: Community Management Statement

3. Myall Quays Community Association
Riverside Precinct Management Statements

Riverside at Tea gardens

A description of the current and proposed future Community structure

November 2008 – V1

Prepared by
Crighton Properties Pty Ltd.

1. INTRODUCTION

The Riverside project represents the development of the remaining land within the “Myall Quays Community Scheme” as it is formally known.

This scheme was registered in 1996 and today contains over 202 individual developed lots. (see Drawing RC-09 which shows the extent of the community parcel).

Complimentary to the “Myall Quays Community Scheme”, which contains only residential uses, a second Community scheme, “Myall Quays Commercial Community Scheme”, currently exists which contains all of the land located within the proposed boundary of the town centre within Riverside (see figure overleaf which shows the extent of the community parcel). This second Scheme, currently includes;

- 3600 sqm Shopping Centre (including a 2000 sqm BI-LO supermarket and 15 specialty shops)
- 900 sqm Health and Medical Centre
- Service Station and convenience store
- Town square, which supports a monthly market.

These two community schemes operate independently, however they do share many common by-laws and requirements.

Lot 10 DP 270100 is a separately Torrens Titled Lot, i.e. it does not form part of either Community Scheme. It is intended that this Lot will form a 3rd Community scheme in it's own right upon development. At this point in time the current Community Legislation does not allow land to be added to an existing scheme, once that scheme has been created.

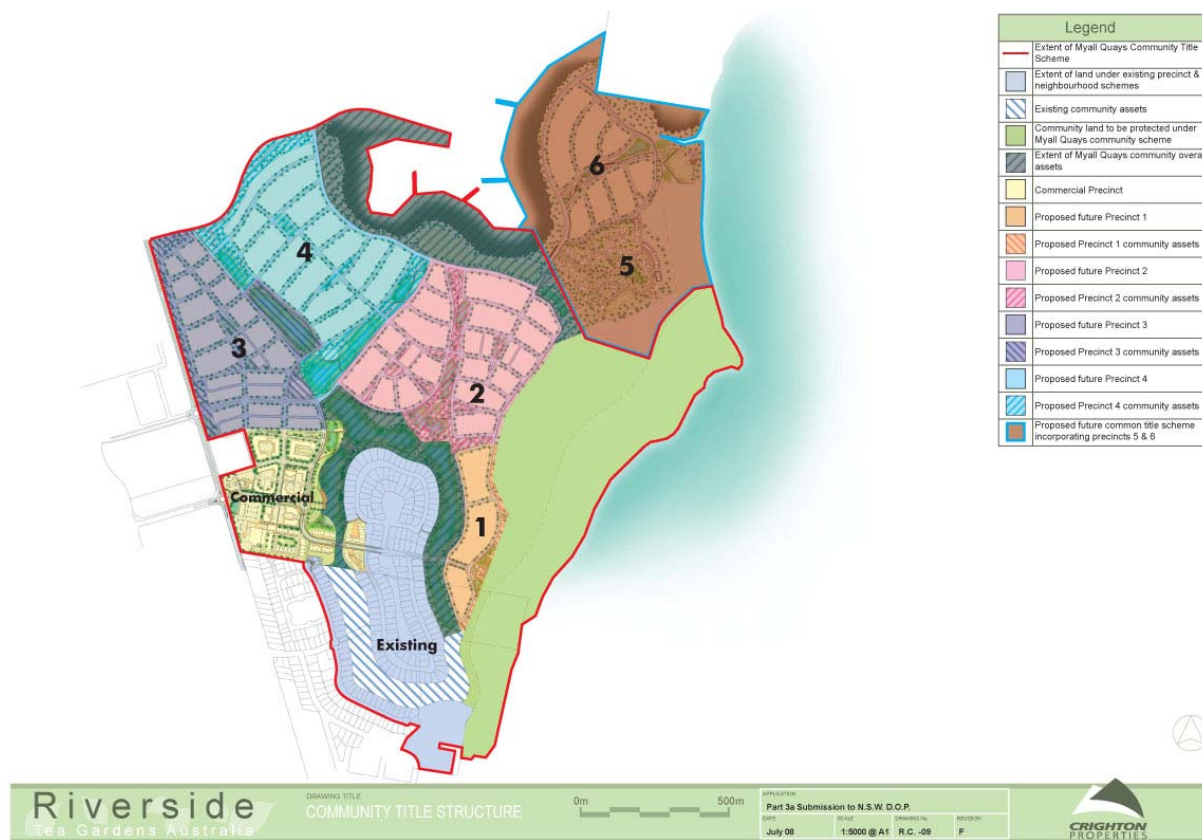
In essence, Community Title is but one mechanism within a suite of mechanisms upon the Riverside site used to regulate the quality and implementation of the desired built form of the site as well as it's ongoing use. There are four key mechanisms to achieve this outcome.

Name	Description	Nature of control	Approval authority	Enforcement Authority
1) Planning Controls	a) Zoning	Behavioural and Built Form	Council / DOP	Council/DOP
	b) VPA commitments		Council / DOP	Council/DOP
	c) Conditions of Consent	Behavioural and Built Form	Council / DOP	/Land owner Council/DOP
		Behavioural and Built Form		
2) Community Title Structure	The Community Management Statement (CMS) sets out a number of By-laws being the rules of operation	Generally behavioural, but some built form controls	Council / DOP	Community Scheme
3) Architectural and Landscape design Controls	The Architectural and Landscape design Guidelines are empowered by the CMS, a committee is convened within the Community scheme to oversee the	Generally Built Form, but some behavioural controls	Council / DOP	Community Scheme

	operation			
4) Covenants	Instruments such as 88B and 88E.	Behavioural and Built Form	Council / DOP	Council

Collectively, each of these four methods of control (over and above the usual Planning controls that already exist at the local Govt and State level) are intended to regulate;

1. Behaviour of residents within the development in accordance with the intention of the project, the conditions of consent and in a socially responsible manner, to protect the well being of other residents and neighbours.
2. The Built form within the development in accordance with the intention of the project, the conditions of consent and so as not to detract from the amenity of the surrounding neighbourhood.
3. Proper land management practices, through responsible maintenance regimes delivered by funding mechanisms which do not impact upon rate payers.



2. What is Community Title?

Community Title is a means of subdividing and titling land and improvements to allow for the individual ownership of some portions of the site (typically being the individual lots) and the communal ownership of other portions of the site (typically being the community amenity areas). Community Title then provides the mechanism for the raising of, and management of funds (via the Community Levy) from the Community Members in order to cover the cost of management of the Community Assets.

Community Title then provides a lawful mechanism (through the use of By-Laws) to regulate housing types and finishes and the actions of its members for the security and benefit the Community. These By-Laws, once established (upon registration of the subdivision), are enforceable under the Community Land Management Act 1989 and can only be changed by unanimous resolution by the Members of the Community Scheme.

Usually, as is the case at Riverside, the Community management scheme is broken down into a number of smaller subsidiary schemes "Precincts" or "Neighbourhoods", each with it's own suite of assets and requirements which act in addition to (not instead of) those of the host Community Scheme.

3. What Currently exists at Riverside?

The existing Community Scheme at Riverside consists of 202 individual lots, spread over 2 Precincts and 3 Neighbourhoods (see dia below which indicates the current extent of the developed Community Lots).



4. What is Proposed for further development at Riverside?

Riverside is proposed to be continued to be subdivided under the current Community Title Scheme in accordance with the Community Land Development Act 1989. All roads through the development are, and continue to be proposed to be Public, however, all other land and open space within the development will form part of the Community Scheme. The scheme will operate in accordance with the current "Myall Quays Community Management Statement" which contains the 'rules' (by-laws) by which the scheme will operate.

All further development at Riverside is proposed to be subject to a range of subsidiary Community Schemes, known as 'Precincts'. Separate precincts will be created generally for each stage or collection of stages of ongoing development.

Stages 1 and 2.

The first 'Precinct' proposed to be created under the Riverside approval (Precinct 1 – see drawing RC - 09) will be for stages 1 and 2 of the Concept / Project plan. Consisting of a total of 71 lots, this precinct is to be specifically tailored for use as a home based business Precinct (HBBP). The precinct is specifically designed for the needs of HBBP users, whether they be those;

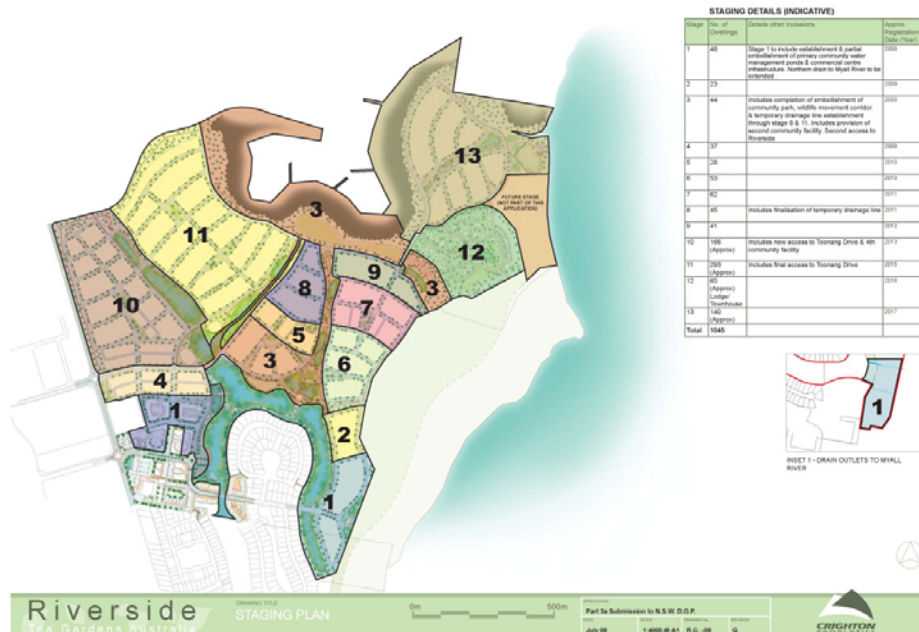
1. Running a small business
2. Starting off a small business with a view to growth
3. Winding back a larger business to a self managed size
4. Looking for a lifestyle change through part / full time telecommuting
5. Individuals returning to the work force without severing domestic commitments – such as recent mothers or
6. Semi-retirees looking to remain in private employment on a full or part time basis.

Whilst each of the above groups has slightly different needs, the project seeks as close as possible to fulfil the requirements of each of these user groups.

This Precinct (as opposed to a typical residential precinct) will seek to encourage these user groups to reside within the Precinct. It is hoped that the Precinct will have an initial take up rate of at least 30% of homes by legitimate HBB users.

Stages 3 onwards.

The remaining Precincts (2 – 4) to be developed at Riverside (stages 3 onwards) will be typically standard residential in nature. Each precinct will be governed by a "Precinct Management Statement" drafted for that precinct which will operate supplementary to (but not conflicting with) the Myall Quays Community Management Statement, which continues to remain in effect.



4. What is Proposed for Precinct 1 (stages 1 and 2)?

The description below forms a precis of the proposed Precinct 1 structure. Prior to registration of this precinct, a Precinct Management Statement will be prepared based on the brief outlined below.



1. Precinct Property

The Precinct Parcel is proposed to include all of the site which is coloured orange on drawing RC-09 (see adjacent)



The Precinct Parcel is proposed to be subdivided to form a number of private lots (71) within the Precinct Scheme as well as a communal lot (Precinct Association Property) known as Lot 1 within the Precinct Scheme (see drawing RC-11). This Precinct Lot (Lot 1) will be made up of the communal open space areas – incorporating recreational open space, primary recreational and business open spaces (site of the business hub and common facilities) as well as the perimeter infiltration swales and APZ to the conservation area.

In addition to the lands proposed to be designated as Precinct Land within the Precinct Scheme and Managed by the Precinct Association, a number of private lots within the Community Scheme will also be subject to specific management requirements, either by the individual lot owners or by contractor acting on behalf of the Precinct Association. These management requirements relate to bushfire hazard management.

The extent of Precinct Association Parcel and the Common Property is represented in the Fig adjacent.

In addition to the ownership and management of open space areas, Precinct Property is also proposed to include a range of improvements (building works) which will be owned and managed by the Community Association, this Community Property will include;

1. A Business Support Hub facility containing;
 - i. Conference rooms
 - ii. Meeting rooms
 - iii. Office
 - iv. Lounge / Multifunction / Function Space
 - v. Kitchenette
 - vi. Store
 - vii. Toilet Facilities
 - viii. Additional residential amenity such as a pool, gymnasium, tennis court, and children's play areas etc.
2. High speed communication network consisting of
 - Hub distribution point located within business support hub, containing hardware and software
 - The network of private underground optic fibre communication cables and associated hardware
3. Outdoor space
4. Water management Ponds and Swales
5. Walkways / Cycleways

The extent of Precinct Association improvements is shown in the figure below.



2. General Provisions

The following general provisions will be considered / included within the drafting of the Precinct Management Statement.

Access

The following access provisions will apply to users;

User Group	Type of access	Facilities	Cost Associated
All Precinct members	Unfettered	All residential amenity	FOC (covered by Levy)
All Precinct members	Unfettered	All business support facilities and services	Base level of services FOC (covered by Levy). Specialised services (such as room rental and typing assistance etc. subsidised user pays cover charge (collected on a do and charge basis through levy))
General Public / Community Members	Unfettered	Unstructured open space, cycle ways, walkways etc.	FOC
General Public / Community Members	Restricted by area or by occasion	Selected residential and business support amenity.	User pays or on subsidised event basis, such as a visiting speaker etc. Community members to be further subsidised

Maintenance

- Maintenance and upkeep of Precinct assets will be the responsibility of the Precinct Association across the board at no cost to rate payers.
- Behavioural provisions will be made to allow for breakage or replacement of damaged / lost items by responsible parties – particularly the HBBP support services.
- In addition to general maintenance a sinking fund will also be structured to cover the future cost of upgrades and technological advancement and replacement.
- A maintenance and management plan will be prepared which details the Maintenance and Management requirements of the Precinct Assets. This plan will form the basis of any sinking fund and future investment schedule.

Financial Management

- All Precinct members will be charged a quarterly levy to cover the financial costs of operation of the Precinct Scheme. This levy covers every thing from maintenance to running costs, insurance to marketing, and technological advancement to consumables.
- It is intended that the base levy will be approximately \$2,000.00 p/a (based on 71 homes) – a major portion of which would likely be tax deductible to any legitimate HBBP user. Over and above this base levy, specific services will be available on site on a user pays basis.
- It is intended that all user pays services will be accessible by a unique security code device which logs usage (such as a swipe card) for later debiting of the user or adding to the value of the levy
- The Precinct Association is to be free to generate revenue through it's business activities, which may be returned to its members in the form of a levy subsidy or even a financial return, should one eventuate, such commercial activities may include, the leasing of space, the provision of business support services – such as typing etc, or the holding of an event – such as a conference.

3. Specific Provisions

Additional Management Plans required

It is anticipated that the following management plans will be drafted / have been drafted to facilitate ongoing management of the Precinct assets and scheduling of amenity. These plans will be empowered by the Precinct Management Statement;

- Asset Management Plan – to incorporate;
 - Vegetation / Bushfire Management Plan – in accordance with the BTA and Ecological reports
 - Asset Maintenance Schedule – to be prepared by a qualified building inspector and Engineers on completion of Civil and Architectural works.
 - Resource Management Plan – to be prepared which details the ongoing management of the Home Based Business Hub as a resource and considers issues such as staffing, event scheduling, consumables, investments, revenue raising etc.
- Architectural and Landscape Guidelines
- Business Management Guidelines

1. Architectural and Landscape Design and Business Management Controls

Architectural and Landscape controls

Architectural and landscape controls are already contained within the Myall Quays Community Association Structure at the Community Level within the “Architectural and Landscape Guidelines”, which are annexed to the Community Management Statement.

In addition to these guidelines additional guidelines will be drafted specific to Precinct 1 and administered at the Precinct level. These guidelines will set out specific provisions relating to the built environment (over and above those at the Association level) designed to;

1. Adequate space for a HBB is provided within the house.
2. Ensure the quality of the built Environment
3. To protect the amenity of neighbours

The Architectural and Landscape Guidelines are implemented by the Design Review Committee (DRC), which is a sub-committee of the Executive Committee of the Community Association. The Guidelines require all plans for development work to be submitted to the DRC for approval, before being submitted to Council, and again before work commences on site. No building can be built upon the site that has not been approved (stamped and written approval issued) by the DRC.

The Precinct Architectural and Landscape Guidelines will be drafted in both a written technical format as well as a graphic representative format as they have been for the association guidelines.

The Architectural and Landscape guidelines will specifically contain requirements relating to the following.

Category	Provision
Business	A home office must be provided in each house which; <ol style="list-style-type: none">1. Is no less than 15 sqm in size2. Is no more than 40 sqm in size3. Is located at the front of the house4. Has a separate front access door5. Is not part of a garage.
Car Parking	At least one visitor's space, which is not part of a garage or part of an access driveway, must be provided on site.
Car Parking	Houses must be set back at least 7.5m to facilitate off street parking for visitors and staff.
Signage	Up to 2 business signs may be located on any lot, not having a combined area of more than 1.0 sqm.

Home Based Business Controls

Business operation controls will be contained within the “Business Management Guidelines”, which will be annexed to the Precinct Management Statement. The guidelines will set out specific provisions relating to the operational issues of Home Based Business designed to;

1. Ensure an appropriate HBB is provided in each house.
2. To protect the amenity of neighbours
3. To assisting in providing a growth path and transition to a business outside of the HBBP.

The Business Management Guidelines are over and above any of the local Council requirements for home business development and will be implemented by the Design Review Committee (DRC), which is a sub-committee of the Executive Committee of the Community Association. The Guidelines will require a business impact statement be prepared and be submitted to the DRC for approval, before business operations can commence on site. No business can operate upon the site that has not been approved by the DRC.

The DRC is the same DRC that over sees the implementation of the Architectural and Landscape Design Guidelines a

The Business Management Guidelines will be drafted in a written technical format and will specifically contain requirements relating to the following;

Category	Provision
Business Type	Business types must not be offensive (noise, odour, light emittance etc) and consistent with a residential environment.
Business Type	No Retail outlets (shops) allowed, so as to limit traffic usage. Some consideration to be given to retail frontage in row of houses adjacent community facilities.
Business Type	Single customer service providers such as General Practitioners, Hair Dressers, and Accountants Etc would be permissible.
Business Type	No Industrial / semi industrial uses allowed such as panel beaters, engineering, spray painting etc.
Business Type	No businesses, such as ware housing etc. which rely upon regular delivery and / or despatch of goods
Parking	All private vehicles to be contained within the lot.
Parking	Garages not to be used for business purposes.
Staffing	A maximum of 2 employees in addition to the home occupants may be employed upon the site.
Staffing	Any staff vehicle must stand upon the site during business hours.
Sales	No business is to solicit upon the street, signage is limited to that contained within the Architectural Guidelines.

2. Covenants

To ensure that the Home Based Business Park is operated in accordance with the proposed Precinct Scheme, the site would be subject to an 88E restriction requiring it to be developed and managed in accordance with the Community Title legislation. In addition to this restriction a range of other restrictions under 88b or 88e would be registered in order to provide an additional level of control over a range of different aspects of the development. Below is a brief description of these restrictions;

Restriction Type	Description	Burden	Benefit	Authority Empowered To vary
88E	Site to managed as a Subsidiary Community Scheme in accordance with the Precinct Management Statement	Entire site	Precinct Association	Council
88B / 88E	Common property to be managed in accordance with the Land Management Plan / Community Association to do the work	Common Property	Precinct Association	Council
88B	APZs to be managed in accordance with RFS requirements and findings of the BTA	APZ on individual lots	Individual lot owners / Precinct Association upon default	RFS
88B	Management of APZ in accordance with RFS requirements and findings of the BTA	APZ on Common Property	Precinct Association	RFS

Appendix 1.

Existing Myall Quays Community Management Statement

Appendix 2.

Existing Myall Quays Architectural and Landscape Guidelines.

Appendix 3.

Sample Precinct Management Statement from previous Precinct in Myall Quays.