



Appendix 16

Community Management Statement

COMMUNITY MANAGEMENT STATEMENT

Sapphire

Warning

The terms of this Management Statement are binding on the Community Association, each subsidiary body within the Community Scheme and each person as a proprietor, lessee, occupier or mortgagee in possession of a Community Development Lot, Precinct Development Lot, Neighbourhood Lot or Strata Lot within the Community Scheme.

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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, mortgagee in possession of a Community Development Lot, Precinct Development Lot, Neighbourhood or Strata Lot within the Community Scheme.

PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

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

1. Essence or theme of Community Scheme

- 1.1 The Community Scheme is a project designed as a residential development providing a coastal, sub-tropical environment in a number of different types of accommodation at Sapphire, Campbells Beach, Coffs Harbour in the State of New South Wales.

2. Development of Sapphire

- 2.1 The Original Proprietor proposes to develop Sapphire in accordance with the Concept Plan.
- 2.2 Notwithstanding By-Law 2.1, the Original Proprietor reserves the right, but has no obligation, to complete Sapphire in accordance with the Concept Plan and may vary the Concept Plan and/or Sapphire with the consent of Council, if required.

3. Design Guideline

Architectural, Building and Landscape Standard

- 3.1 Architectural, building and landscape standards (**Design Guideline**)¹ are designed to protect the integrity of Sapphire and to ensure that the same high standards are maintained throughout the development.
- 3.2 The Original Proprietor may on registration of a Subsidiary Plan or within one month of registration of a Subsidiary Plan, prescribe a Design Guideline for the relevant Subsidiary Scheme. On prescription of the Design Guideline referred to in this By-Law 3.2 it shall become the Design Guideline for the relevant Subsidiary Scheme.
- 3.3 You, the Community Association and any Subsidiary Body must comply with the Design Guideline.

¹ Design Guideline will need to be drafted by the architect and will include landscaping standards of private yards of the beachfront housing - C2 (Determination of Concept Plan)

- 3.4 The Design Guideline does not apply to structures or landscaping on the Community Property, which will be approved initially by the Original Proprietor and, after the Original Proprietor ceases to be a registered proprietor of any Community Development Lots or a Lot in any Subsidiary Scheme, by the Executive Committee on the basis of what is reasonably necessary for the effective operation of Sapphire.
- 3.5 The Executive Committee must appoint a Design Review Panel at each annual general meeting.
- 3.6 The Design Review Panel has the delegated authority to determine compliance by an Owner of a Lot with the Design Guideline.

How to change the Design Guideline

- 3.7 The Community Association may change or add to a Design Guideline only by special resolution. However, whilst the Original Proprietor owns a Community Development Lot or a Lot in any Subsidiary Scheme, the Original Proprietor may exercise the rights of the Community Association under By-Laws 3.7 to 3.13. Any changes approved under this By-Law 3.7 must be notified to the Community Association by the Original Proprietor. The decision of the Original Proprietor will prevail over that of the Community Association in the event of any differences.
- 3.8 A Subsidiary Body may apply to the Community Association to change or add to the Design Guideline. The application must:
- (a) be in writing; and
 - (b) specify with precision how the Executive Committee should change the Design Guideline.
- 3.9 The Community Association may ask for more information about an application.
- 3.10 The Community Association has refused an application if it does not make a written decision within 2 months after receiving the application.
- 3.11 The Community Association must give a copy of changed Design Guideline to any Subsidiary Body.
- 3.12 You or a Subsidiary Body may ask the Community Association for a copy of the Design Guideline (at your cost). The Community Association must give you a copy within fourteen (14) days of a written application for a copy of the Design Guideline.

Future consents for architectural, building and landscaping changes and new works

- 3.13 The Executive Committee, Design Review Panel or Original Proprietor (as the case may be) may review applications for changes to Design Guideline and for the construction of new structures and may give or refuse consent in its absolute discretion. The Executive Committee, Design Review Panel or Original Proprietor (as the case may be) is not bound by its past decisions.

4. Building works and alterations

Approvals

- 4.1 You must not carry out any Works on any Lot, Community Property or Subsidiary Body Property unless that person first obtains the written consent of the Executive Committee.
- 4.2 In addition to the approval of the Executive Committee under By-Law 4.1, a person must also obtain the consent of:
- (a) the relevant Subsidiary Body; and

- (b) if required, an accredited certifier, the Council or other Government Agency.

Plans and Specifications

- 4.3 Any party seeking approval for the carrying out of any Works must submit plans and specifications for the approval of the Executive Committee.
- 4.4 The Executive Committee may:
 - (a) refer the matter to the Design Review Panel for determination; or
 - (b) (at the cost of the party seeking approval) retain the services of an independent consultant with special skills and expertise in:
 - (i) architecture;
 - (ii) landscaping; or
 - (iii) any other relevant disciplineto advise and assist the Executive Committee in performing its powers under this By-Law.

Decision of Executive Committee

- 4.5 In making a decision on whether to consent to an application, to carry out Works, the Executive Committee is only concerned to, and must ensure that, the proposed Works comply with the Design Guideline.
- 4.6 To assist the Executive Committee with its decision on any plans and specifications, the Executive Committee may request a person to submit:
 - (a) additional plans and specifications;
 - (b) additional information, reports or documents;
 - (c) details of changes to be made to the plans and specifications if a Government Agency requires those changes; and
 - (d) any other relevant information, facts or material.
- 4.7 The Executive Committee has refused an application if it does not make a written decision within 3 months after receiving the application.
- 4.8 If the Executive Committee approves Works, then that approval does not prevent the Executive Committee from disapproving or approving with conditions future Works of the same or similar nature.

Expert Determination

- 4.9 You must endeavour in good faith to resolve a dispute under this Management Statement before any action is taken under By-Law 4.10.
- 4.10 In the event You dispute that the Executive Committee has properly applied the Design Guideline in making a determination under this By-Law 4.10, then the matter can be referred to the independent consultant retained under clause 4.4 or if no independent consultant has been retained under clause 4.4, by an expert determinator as appointed by the Australian Institute of Architects.
- 4.11 A decision of the expert determinator appointed under By-Law 4.10, is a decision of the Executive Committee and binds You.

Conditions of Approval and Bond

- 4.12 The Executive Committee may:
 - (a) impose conditions on approval of plans and specifications; and

- (b) require You to deposit a bond to be held on account of any damage that may be caused to Community Property or Subsidiary Body Property as a result of any Works.
- 4.13 Any bond lodged under By-Law 4.12 must be returned to You within 90 days after notification by You of completion of the Works and request for return of the bond after deduction (if any) for damage to Community Property or Subsidiary Body Property.

Works

- 4.14 During the carrying out of any Works, You must:
 - (a) ensure there is no damage to Service Lines, pipes or Services within the Community Scheme;
 - (b) ensure that the Works are carried out in a proper and workmanlike manner;
 - (c) ensure the Works are carried out to the satisfaction of the appropriate Subsidiary Body, the Community Association. and, if appropriate, any Government Agency, and
 - (d) repair any damage caused to Community Property or Subsidiary Body Property or both as a result of the Works.
- 4.15 No Works will be permitted to be constructed or remain unless approval has been obtained under this By-Law and the provisions of this By-Law 4 have been complied with.

Contractor's Rights

- 4.16 Nothing in this By-Law:
 - (a) affects the rights of the Original Proprietor or the Contractor as agent for the Original Proprietor under By-Laws 5 to carry out Project Activities; or
 - (b) imposes an obligation on the Original Proprietor or the Contractor as agent for the Original Proprietor to obtain consent under this By-Law 4 for the purposes of carrying out Project Activities.

5. External Fixtures

Appearance

- 5.1 You or a Subsidiary Body may only construct, install or maintain on or in a Lot, Community Property or Subsidiary Body Property anything which can be seen from outside that Lot, Community Property or Subsidiary Body Property if You first obtains the approval of the Executive Committee.
- 5.2 By-Law 5.1 only applies if, in the reasonable opinion of the Executive Committee, the thing which can be seen from outside that Lot, Community Property or Subsidiary Body Property:
 - (a) is not in keeping with the building on or the landscaped areas of the Lot, Community Property or Subsidiary Body Property; or
 - (b) does not comply with the Design Guideline.

Transmitting and Receiving Devices

- 5.3 You, the Community Association or a Subsidiary Body must not construct, install or maintain on or in a Lot, Community Property or Subsidiary Body Property any television, radio or other aerial antenna, dish or tower or any other transmitting or receiving device:

- (a) which is constructed or installed above the front elevation of a roof in a Lot, Community Property or Subsidiary Body Property; or
- (b) which can be seen from outside the Lot, Community Property or Subsidiary Body Property.

Air conditioning

- 5.4 You, the Community Association or a Subsidiary Body must not install or maintain on or in a Lot, Community Property or Subsidiary Body Property any air-conditioning unit:
- (a) which emits noise which is 5 DBA above the ambient background noise;
 - (b) unless the approval of the Executive Committee has been obtained under By- Law 4; and
 - (c) in the case of a Strata Lot unless:
 - (i) the installation parameters forming part of the Design Guideline has been complied with; and
 - (ii) a certification has been provided to the Executive Committee by an electrical consultant certifying that the switchboard for the Lot has capacity to cater for the additional load resulting from that air conditioning unit.
- 5.5 If an air-conditioning unit satisfies By-Law 5.4, then that air-conditioning unit must not be installed on or in a Lot, Community Property or Subsidiary Body Property if that air-conditioning unit can be seen from outside the Lot, Community Property or Subsidiary Body Property.

Alarm System

- 5.6 You, the Community Association or a Subsidiary Body must not install or maintain on or in a Lot, Community Property or Subsidiary Body Property any alarm or security monitoring device which can be seen or heard² from anywhere outside of that Lot, Community Property or Subsidiary Body Property.

Approval of Executive Committee

- 5.7 Without limiting this By-Law 5.7, You, the Community Association or a Subsidiary Body must obtain the written consent of the Executive Committee before You, the Community Association or a Subsidiary Body place on a Lot, Community Property or Subsidiary Body Property:
- (a) subject to By-Laws 5.9, 5.10, 5.12 and 5.13 any signs, placards, banners, notices or advertisements;
 - (b) any external improvement other than flyscreens;
 - (c) television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device;
 - (d) subject to By-Law 5.9, any solar energy collector panels and equipment associated with them;
 - (e) any energy conservation equipment or;
 - (f) a solar hot water system and equipment associated with it.
- 5.8 By-Law 5.7 does not apply to any solar energy collector panels and equipment, energy conservation equipment or solar hot water system equipment which was installed in a Lot by the Original Proprietor or the Contractor.

² Issue of sound/noise to be confirmed

- 5.9 The Original Proprietor and the Contractor as agent for the Original Proprietor is permitted to place signs, placards, banners, notices and advertisements within the Community Scheme while the Original Proprietor or the Contractor as agent for the Original Proprietor are carrying out Project Activities.
- 5.10 In addition to the consent of the Executive Committee, while the Original Proprietor or the Contractor as agent for the Original Proprietor is carrying out Project Activities, a person must obtain the written consent of the Original Proprietor or the Contractor as agent for the Original Proprietor before that person places any signs, placards, banners, notices or advertisements.

Letterboxes

- 5.11 You must not remove or replace any letterbox on a Lot unless the letterbox is destroyed in which case:
- (a) the structure of the replacement letterbox must be of the same size, quality and standard as the original letterbox; and
 - (b) the replacement letter box must be located in the same position.

Signs

- 5.12 You must not erect any advertising signs (including "for sale" or "for lease" signs) unless:
- (a) the approval of the Executive Committee has been obtained under By-Law 5.7;
 - (b) any sign does not exceed 700mm in height and 1,000mm in width; and
 - (c) the top of any sign or notice must not be more than 2,000mm above ground level.
- 5.13 Despite any other provisions in this By-Law, an owner or occupier of a Strata Lot must not erect any sign on a Strata Lot or on Subsidiary Body Property.

6. Exterior Maintenance

- 6.1 You must keep your Lot clean and tidy and in good repair and condition.
- 6.2 Without limiting By-Law 6.1, You (and in the case of a Strata Lot, the Owners Corporation) must carry out all maintenance and repairs to the exterior of the building on the Lot:
- (a) in a proper and workmanlike manner;
 - (b) to the reasonable satisfaction of the Community Association; and
 - (c) in compliance with the Design Guideline.

Lawnmowing

- (d) You (and in the case of a Strata Lot, the Owners Corporation) must have the lawn in that Lot or Common Property mown at least once every two weeks in spring and summer and at least once every four weeks in autumn and winter.

Community Association to Give Notice

- (e) The Community Association may give You or an Owners Corporation requiring You or that Owners Corporation to comply with the terms of this By-Law 6.
- (f) If You or an Owners Corporation does not comply with this By-Law 6, then the Community Association may exercise its rights under By-Law 31.3.

Subsidiary Body Property

- 6.3 Each Subsidiary Body must maintain its respective Subsidiary Body Property:
- (a) in a proper and workmanlike manner;
 - (b) to the reasonable satisfaction of the Community Association; and
 - (c) in compliance with the Design Guideline.

7. Development name

To the extent Sapphire Beach Development Pty Limited (ACN 118 685 260). Has any rights to the name "Sapphire" at common law or otherwise, Sapphire Beach Development Pty Limited grants a non-exclusive licence to the Community Association to continue to use that name in relation to this Community Parcel after Sapphire Beach Development Pty Limited ceases to use it in that manner.

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 party entitled by the By-Law to use the restricted Community Property (see section 54 of the Act).

8. Development in stages - the Original Proprietor's right while it builds Sapphire

- 8.1 While Sapphire is being built, the use of the Community Property marked on the Concept Plan as the area for Development Activities and the Service Line owned by the Community Association is restricted to the use of the Original Proprietor.
- 8.2 The restricted use of the Community Property referred to in By-Law 8.1 will cease when the Original Proprietor serves upon the Community Association a notice informing the Community Association that Development Activities have ceased. The Original Proprietor may also 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.
- 8.3 The Original Proprietor must:
- (a) repair any damage to Sapphire caused by exercising the rights vested in it under this By-Law or carrying out any Development Activities;
 - (b) take all reasonable steps to minimise disturbance to Owners and Occupiers while carrying out Development Activities;
 - (c) leave Sapphire (or parts of it) tidy after Development Activities are finished; and
 - (d) maintain the Community Property that it has the right to use.
- 8.4 This is a restricted property By-Law. The Community Association may change or cancel it by special resolution and with the written consent of the Original Proprietor. Initial Period restrictions apply.

9. Owners right of access whilst the Original Proprietor builds Sapphire

- 9.1 Subject to By-Law 8.1 You will, whilst Sapphire is being built, have access to those areas identified as Access Ways.
- 9.2 The Original Proprietor has the right to vary the Access Ways on the Access Way Plan³ attached to this Management Statement by preparing a new Access Way Plan which delineates the new Access Ways.

10. Maintenance

- 10.1 Except in those areas which are the subject of exclusive use rights and separate maintenance obligations, the Community Association must maintain and repair all Association Property.

³ Accessway Plan must confirm with Plan Form 5

- 10.2 If You, a Subsidiary Body, person or entity whose obligation it is to maintain and repair any Association Property or carry out any other obligation on the Association Property, fails to do so, then the Community Association must carry out that maintenance, repair or obligation and is entitled to claim the cost of carrying out any such work from the person or entity who should have carried it out.
- 10.3 If You fail to perform your obligations under this Management Statement or, a Subsidiary Body, person or entity fails to perform the obligations of that particular Subsidiary Body, person or entity under this Management Statement then, after first providing prior written notice to You, the Subsidiary Body, person or entity of its intention to do so, the Community Association may enter onto the relevant lot where the obligation has not been fulfilled, and carry out the necessary obligation or maintenance and claim the cost from You, the Subsidiary Body, person or entity. You, the Subsidiary Body, person or entity must pay that cost forthwith upon receipt of the claim.

11. Maintenance of Subsidiary Association Property

- 11.1 A Subsidiary Body must maintain and repair all Subsidiary Association Property to a reasonable standard or to a standard otherwise required by the Community Association or the Original Proprietor. Whilst the Original Proprietor owns a Community Development Lot or a lot in any Subsidiary Scheme, the Original Proprietor may exercise the rights of the Community Association under this By-Law 11.
- 11.2 Notwithstanding By-Law 11.1, the Community Association or the Original Proprietor (as the case may be) may notify the Subsidiary Body that the Community Association will maintain and repair the Subsidiary Association Property, or parts of it, and may charge the Subsidiary Body the amount incurred by the Community Association in maintaining and repairing the Subsidiary Association property.

PART 3

MANDATORY MATTERS

12. Access Way

- 12.1 The location of the Access Way is shown on the Access Way Plan.⁴
- 12.2 The Community Association must control, manage and maintain the Access Way in accordance with the Act.
- 12.3 Subject to Rules determined by the Community Association in its absolute discretion, or by the Original Proprietor whilst the Original Proprietor owns a Community Development Lot or a Lot in any Subsidiary Scheme the Access Way is available for use by:
- (a) the Owners and Occupiers of Lots;
 - (b) Authorised Visitors; and
 - (c) the public.
- 12.4 Prohibited Activities are not permitted on the Access Way or on a Pedestrian Access Way.
- 12.5 The Manager (or other person authorised from time to time by the Community Association) may drive suitable motor vehicles on the Private Access Way for the purposes of servicing Lots or performing other functions under this Management Statement.
- 12.6 A Owner or Occupier of a Lot must not drive any motor vehicle on the Access Way:
- (a) at an unsafe speed or at a speed in excess of 15 kilometres per hour⁵; and
 - (b) unless the vehicle is registered for use on public roads in accordance with the laws of New South Wales⁶.

13. Community Property and special facilities

- 13.1 The Community Association is entitled to make Rules relating to the 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 granted under a By-Law.
- 13.2 The Community Association is entitled to contract with persons to provide management, operational, maintenance and other services in connection with Community Property including during the Initial Period.

14. Internal fencing

- 14.1 Subject to the Design Guideline, the provision of and payment for internal fencing on the Community Parcel is governed by the *Dividing Fences Act 1951*.

⁴ Public Access to Campbells Beach - method of creating access to be discussed

⁵ For discussion

⁶ For discussion

- 14.2 Neither the Community Association nor 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.
- 14.3 If the Design Guideline prohibits the construction of any fence on any part of the Community Parcel, then this By-Law shall not apply to such part of the Community Parcel.
- 14.4 Notwithstanding By-Law 14.1, You shall not have the right to erect a fence on a boundary where the adjoining land is owned by the Community Association or a Subsidiary Body without the prior written consent of the Community Association or the Subsidiary Body which consent may be given on such terms as the Community Association or the Subsidiary Body in its absolute discretion thinks fit.

15. Garbage

- 15.1 Garbage must be sorted, stored and made available for collection in accordance with the requirements of the Community Association and Council.
- 15.2 Garbage is not to be deposited on Community Property unless a receptacle is provided by the Community Association.
- 15.3 The Community Association may make Rules regarding the storage and collection of garbage.

16. Statutory and other Services

- 16.1 The Management Statement includes a Services Plan⁷ in respect of the following Services:
- (a) electricity;
 - (b) water;
 - (c) sewer;
 - (d) telecommunications;
 - (e) irrigation; and
 - (f) recycling of water and sewer.
- 16.2 On installation of a Service Line, a statutory easement will be created over parts of the Community Parcel for the provision of Services through Service Lines if so required by the Service Provider.
- 16.3 The Service Provider and other owners of Service Lines will maintain and repair their respective Service Lines.
- 16.4 The Community Association is responsible for and must maintain and repair, Private Services and associated Service Lines within the Community Parcel. The Community Association may appoint third parties to carry out the obligations of the Community Association to maintain and repair the Private Services and associated Service Lines and allow those third parties to exercise the same rights that the Community Association has for that purpose.
- 16.5 By-Law 38 sets out the authorities responsible for the Services.

17. Insurance

- 17.1 Each year the Community Association must review:

⁷ This may not be necessary

- (a) the insurance policies it has effected; and
 - (b) whether it needs new insurance policies.
- 17.2 Each second year a Subsidiary Body must review:
 - (a) the insurance policies it has effected; and
 - (b) whether it needs new insurance policies.
- 17.3 Each year the Community Association Secretary must include a motion in the annual general meeting notice for the Community Association to decide if it should confirm or change its insurance policies.
- 17.4 Every second year a Subsidiary Body's Secretary must include a motion in the annual general meeting notice for the Subsidiary Body to decide if it should confirm or change its insurance policies.
- 17.5 Every second year the Community Association must have a qualified valuer value the buildings and improvements on the Community Property for insurance purposes.
- 17.6 Every second year a Subsidiary Body must have a qualified valuer value the buildings and improvements on the Subsidiary Association Property for insurance purposes.
- 17.7 The Community Association must immediately effect new insurance or adjust existing insurance if there is an increase in risk or a new risk to the Community Association or the buildings and improvements on the Community Property.
- 17.8 A Subsidiary Body must immediately effect new insurance or adjust existing insurance if there is an increase in risk to the Subsidiary Body or the buildings and improvements on Subsidiary Association Property.
- 17.9 You must not, except with the approval of the Community Association, do anything that might void or prejudice insurance effected by the Community Association or increase any insurance premium payable by the Community Association.
- 17.10 You must not, except with the approval of a Subsidiary Body, do anything that might void or prejudice insurance effected by the Subsidiary Body or increase any insurance premium payable by the Subsidiary Body.

18. Executive Committee

18.1 Constitution

- (a) The Executive Committee of the Community Association must be established in accordance with Part 2 of the Act.
- (b) The Executive Committee may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

18.2 Chairperson, Secretary and Treasurer

The offices of the Executive Committee are the Secretary, Treasurer and Chairperson.

18.3 Function of Secretary

The functions of the Secretary are to:

- (a) convene meetings of the Community Association and meetings of the Executive Committee;

- (b) distribute minutes of meetings of the Community Association and meetings of the Executive Committee;
- (c) give notices under the Act for the Community Association and the Executive Committee;
- (d) supply certificates about contributions, insurance and other matters under clause 2 of Schedule 4 of the Act;
- (e) answer communications sent to the Community Association;
- (f) perform administrative and secretarial functions for the Community Association and the Executive Committee; and
- (g) keep records for the Community Association and the Executive Committee according to the Act.

18.4 Functions of the Treasurer

The functions of the Treasurer are to:

- (a) send notices of contribution to Community Association members and collect contributions;
- (b) receive, acknowledge, bank and account for money paid to the Community Association;
- (c) prepare certificates about contributions, insurance and other matters under clause 2 of Schedule 4 of the Act;
- (d) keep accounting records for the Community Association according to the Act; and
- (e) prepare financial statements according to the Act.

18.5 Function of the Chairperson

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

18.6 Appointing Subcommittee

- (a) The Executive Committee may appoint subcommittees to investigate and report on issues relating to the management and operation of Sapphire.
- (b) The subcommittee may conduct investigations and perform functions for the Executive Committee.

18.7 No remuneration

A member of the Executive Committee is:

- (a) not entitled to any remuneration for the performance of that person's functions;
- (b) entitled to reimbursement for reasonable out of pocket expenses incurred by that person in the performance of that person's functions.

18.8 Protection of Executive Committee members from liability

- (a) A member of the Executive Committee is not liable for any loss or damage occurring by reason of an act done in that member's capacity as a member of the Executive Committee.
- (b) By Law 18.8(a) does not apply if a member is fraudulent or negligent.

19. Meetings

19.1 How to convene an Executive Committee meeting

- (a) Executive Committee meetings must be convened:
 - (i) by the Secretary of the Community Association if he is asked to do so by one third of the Executive Committee members; or
 - (ii) by another Executive Committee member if, in the Secretary's absence, one-third of the Executive Committee members ask him to do so.
- (b) The Secretary or the other Executive Committee member must convene the meeting:
 - (i) within the time specified in the notice asking for the meeting; or
 - (ii) if the notice does not specify a time, within 14 days of being asked to convene a meeting.
- (c) You or your nominee may attend Executive Committee meetings. You may address the meeting only if the Executive Committee agrees.
- (d) You or your nominee may attend meetings of your Subsidiary Body. You may address the meeting only if the Council of your Subsidiary Body agrees.
- (e) The Executive Committee must fix a notice board in a prominent place on Community Land.

19.2 Notice of meeting

- (a) The Executive Committee must, not less than 72 hours (or such other period as the Executive Committee may decide) immediately before the Executive Committee holds a meeting, put on a notice board:
 - (i) a notice advising that the meeting will be held; and
 - (ii) the agenda for the meeting.

19.3 Place of meeting

- (a) Meetings of the Executive Committee must be held on site at a place determined by the Executive Committee or within ten (10) kilometres of the Manager's office as determined by the Executive Committee.
- (b) The agenda for a meeting must include details of all business to be dealt with at the meeting.
- (c) No business will be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.

19.4 Executive Committee decisions

- (a) The Executive Committee may vote on a motion in writing if:
 - (i) the notice of the meeting and agenda has been provided according to this management statement;
 - (ii) each Executive Committee member has been given the motion to be decided at the meeting;
 - (iii) a majority of the Executive Committee members approve the motion in writing.

19.5 Minutes of meetings

- (a) The Secretary or the Executive Committee member who convenes a meeting of the Executive Committee must:
 - (i) put minutes of the meeting on the notice board within 7 days after the meeting; and

- (ii) ensure that the minutes stay on the notice board for at least 14 days.

19.6 Records of Executive Committee meetings

- (a) The Executive Committee must keep copies of agendas and minutes of its meetings:
 - (i) with the Community Association's records; and
 - (ii) for 7 years from the date of the meeting (or for the period the law requires Community Association to keep its meeting records).

20. Amounts Payable

20.1 Contributions

You must pay:

- (a) contributions levied under this Management Statement, the Act, the Development Act and related legislation when they fall due; and
- (b) on demand, any costs, charges and expenses of the Community Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under the By-Law in relation to You.

20.2 Interest

- (a) If a contribution of amount payable under this Management Statement, the Act, the Development Act and related legislation is not paid when due, then interest is payable under the Act.
- (b) Nothing in this By Law 20 prevents the Community Association from recovering any amount exceeding interest calculated under By Law 20.2(a) as a consequence of any amount not being paid when due.
- (c) A certificate signed by the Community Association, its Managing Agent (if any) or the secretary of the Executive Committee about a matter or a sum payable to the Community Association is prima facie evidence of:
 - (i) the amount: or
 - (ii) any other fact stated in that certificate.

PART 4

OPTIONAL MATTERS

21. Storage of flammable liquids

You must not, except with the approval of the Community Association, use or store on a Lot or any part of the Community Parcel any flammable chemical, gas or other material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes.

22. Restrictions on parking

You must not park a motor vehicle, boat, caravan or trailer on the Community Parcel except in a garage or driveway on your own Lot or an area on the Community Parcel designated by the Community Association from time to time as being an area where You may park a vehicle.

23. Community Association's right to enter into contracts

23.1 The Community Association or the Original Proprietor may, on its own behalf or on behalf of each Subsidiary Body or Community Development Lot, contract with persons:

- (c) to provide management, operational, maintenance and other services in connection with Community Property, Common Property, Precinct Property or Neighbourhood Property;
- (d) to provide services or amenities to You;
- (e) to provide a letting service to You; and
- (f) to provide other services or amenities to Community Property, Common Property, Precinct Property or Neighbourhood Property or You.

23.2 During the Initial Period, the Community Association may appoint Sapphire Development Pty Limited (ACN 118 685 260) or its nominee as managing agent pursuant to section 50 of the Act and may delegate to the managing agent any function of the Community Association or the Executive Committee or its secretary or other officers. The Community Association will ratify the appointment of Sapphire Beach Development Pty Limited (ACN 118 685 260) or its nominee as managing agent at the First Annual General Meeting of the Community Association.

24. Control of Lessees/Licensees

24.1 An Owner whose Lot is the subject of a lease or licence agreement must provide the lessee or licensee with a copy of this Management Statement and take all reasonable steps including, without limitation, any action available to him under the lease or licence agreement to ensure that the lessee or licensee of the Lot and any person on the Community Parcel with the consent (express or implied) of the lessee or licensee complies with the By-Laws.

25. Rules

25.1 The Community Association may make Rules relating to the control, management, operation, use and enjoyment of the Community Parcel. However,

whilst the Original Proprietor owns a Community Development Lot or a Lot in any Subsidiary Scheme, the Original Proprietor may exercise the rights of the Community Association under this By-Law 25. Any Rules approved under this By-Law by the Original Proprietor must be notified to the Community Association by the Original Proprietor. The decision of the Original Proprietor will prevail over that of the Community Association in the event of any differences.

- 25.2 The Community Association may at any time add to or alter the Rules.
- 25.3 The Community Association may not make a Rule or add to or alter a Rule so that it is or becomes inconsistent or in conflict with:
- (a) the Act;
 - (b) the Development Act;
 - (c) the By-Laws.
- 25.4 Rules bind You, a mortgagee in possession and the lessee of a Lot and each Subsidiary Body.
- 25.5 Without restricting the rights of the Community Association to make or amend Rules, until any Rules to the contrary are made or these amended or removed, the By-Laws 26 - 30 apply to the control, management, operation, use and enjoyment of the Community Parcel.

26. Behaviour

26.1 Noise

- (a) You must not create any noise on a Lot, Community Property or Subsidiary Body Property which might interfere with the peaceful enjoyment of another owner or occupier of another Lot or Authorised Visitor.
- (b) You must not:
 - (i) obstruct lawful use of Community Property or Subsidiary Body Property;
 - (ii) use language or behave in a manner likely to cause-offence or embarrassment to an owner or occupier of another Lot or Authorised Visitor.

26.2 Children

You must ensure that a child under your care and control:

- (a) plays only on Community Property or Subsidiary Body Property which is an open space area that is not dangerous or hazardous to children;
- (b) does not play on Subsidiary Body Property inside a strata scheme; and
- (c) only remains in or on Community Property or Subsidiary Property Body comprising any area of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

26.3 Authorised Visitors

You must ensure that a Authorised Visitor does not behave in a manner likely to interfere with the peaceful enjoyment of another owner or occupier of another Lot or any other Authorised Visitor.

27. Washing

- (a) You must not hang any washing, bedding or other articles of a similar nature:

- (i) on any balcony of a Lot;
- (ii) in any area visible from any Community Property, Subsidiary Body Property, road, footpath, parks and the like within the Community Scheme;

subject to By-Law 27(b), on any part of Subsidiary Body Property.

- (b) You may hang washing on a part of the Subsidiary Body Property which the Subsidiary Body designates.

28. Keeping of animals

28.1 Generally

- (a) An owner or occupier of a Community Development Lot or a Neighbourhood Lot may keep without the approval of the Community Association:
 - (i) one dog; or
 - (ii) one cat.
- (b) An owner or occupier of a Community Development Lot or a Neighbourhood Lot must obtain the written approval of the Community Association before that owner or occupier keeps:
 - (i) any other type of animal; or
 - (ii) more than one dog or one cat at the same time.

28.2 Strata Scheme

An owner or occupier of a Strata Lot must obtain the written approval of the Community Association before that owner or occupier keeps any animal or brings any animal onto any Strata Lot or Community Property or Subsidiary Community Property.

28.3 Small Animals

- (a) Despite By Law 28.1 and 28.2, You are permitted to keep, without the approval of the Community Association:
 - (i) a small caged bird;
 - (ii) tankfish.
- (b) If You are permitted under these By-Laws to keep an animal, then You:
 - (i) must ensure that the animal is at all times kept under control and within the confines of Your Lot;
 - (ii) must ensure that, when on any other part of the Community Parcel, the animal is accompanied by You;
 - (iii) must, when on any other part of the Community Parcel, keep the animal appropriately tethered and under control;
 - (iv) are liable to the owners and occupiers of other Lots and each other person lawfully on the Community Parcel for:
 - (A) any noise which is disturbing to an extent which is unreasonable;
 - (B) damage to or loss of property or injury to any person caused by the animal; and
 - (C) cleaning up after the animal has used any part of the Community Parcel.

- (c) This By-Law 28.3:
 - (i) applies to any Authorised Visitor or visitor to the Community Parcel; and
 - (ii) does not prevent the keeping of a dog used as a guide or hearing dog.

29. Repairs

- 29.1 Subject to By-Law 29.2, You must not park a Vehicle on the Community Parcel.
- 29.2 You may park a Vehicle:
 - (a) in a garage or driveway on Your Lot; or
 - (b) in an area on the Community Parcel designated by the Community Association as being an area where a Vehicle may be parked.
- 29.3 You must not otherwise, park a Vehicle on the verge of a Lot, being the area between the building line of a Lot and the back of a kerb.

30. Private Services

- 30.1 The Community Association may on its own behalf or on behalf of a Subsidiary Body:
 - (a) provide Private Services to a Subsidiary Body or You;
 - (b) arrange for the installation and maintenance of proposed Service Lines for the provision of private services; and
 - (c) contract with any person to monitor or provide, in part or in whole, private Services.
- 30.2 You must not do anything which interferes, obstructs access to, overloads or damages private services.
- 30.3 You must immediately notify the Community Association of any damage to or the defective operation of any Private Service.
- 30.4 Subject to s60 of the Act, the Community Association and a person authorised by the Community Association may enter a Lot at all reasonable times to maintain, repair, alter, add to or increase the capacity of or renew Private Services.

31. Community Association rights and obligations

31.1 General

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

31.2 Contracts

- (a) The Community Association may, on its own behalf or on behalf of a Subsidiary Body, contract with persons to provide:

- (i) management, operational, maintenance and other services for Community Property or Subsidiary Body Property;
- (ii) services or amenities to owners or occupiers of Lots; and
- (iii) Security Services.

31.3 Remedy

- (a) The Community Association may do anything on a Lot which should have been done by an owner or occupier of a Lot under this Management Statement but which has not been done, or has not been done properly.
- (b) If By-Law 31.3(a) applies then the Community Association is entitled to:
 - (i) enter and remain on the Lot for as long as it is necessary;
 - (ii) carry out works; and
 - (iii) recover any costs associated with carrying out works under this Management Statement from the owner of the Lot.

31.4 Trading Activities

- (a) The Community Association may, for the purpose of exercising and performing its functions, carry on a business or trading activity.
- (b) If the Community Association carries on a business or trading activity, then the Community Association:
 - (i) must pay into the sinking fund of the Community Association income derived by the Community Association from its business or trading activities;
 - (ii) must estimate how much money the Community Association will need to credit to the sinking fund of the Community Association;
 - (iii) must levy each member for a contribution to meet expenses associated with the Community Association carrying on a business or trading activities; and
 - (iv) may distribute any net profit derived by the Community Association from carrying on a business or trading activities in accordance with clause 17 of schedule 1 to the Act.
- (c) If the Community Association suffers a net loss from carrying on a business or trading activities. Then the Community Association must impose a levy on each member for a contribution to the sinking fund in order to meet the amount of the net loss.

31.5 Not Liable for Damage

- (a) The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any cause.
- (b) By-Law 31.5(a) does not apply if, the damage loss or injury follows the negligence or fraud of the Community Association or any employee or agent of the Community Association.

31.6 Communications with Community Association

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

31.7 **Address of Notices**

The address of the Community Association is either that of the Secretary, or the Manager, as is appointed from time to time.

32. Obligations of You

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

- (a) You must comply on time with:
 - (i) each requirement and order of each statutory authority and Government Agency,
 - (ii) each law for Your Lot and the use or occupation of Your Lot; and
 - (iii) the terms of any notice displayed on Community Property by the Community Association, Service Provider or other relevant statutory authority or Government Agency.

32.2 **Contractors**

You may only directly or indirectly instruct agents, employees or contractors of the Community Association if the Community Association authorises the owner or occupier to do so.

32.3 **Use**

- (a) You must not do any of the following on either Your Lot or on the Community Parcel:
 - (i) engage in any illegal conduct or activity; or
 - (ii) do anything that might damage the good reputation of the Community Scheme.

32.4 **Permitted Persons**

- (a) You must take all reasonable steps to ensure that a Permitted Person complies with the By-Laws.
- (b) If You cannot comply with By-Law 32.4, then that person must:
 - (i) withdraw the consent of the person to be on the Community Parcel; and
 - (ii) request that person to leave the Community Parcel.
- (c) If the By-Laws prohibit You from doing a thing, You must not allow or cause another person to do that thing.

32.5 **Lessees/Licensees**

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

32.6 **Things done at owner's or occupier's cost**

Anything which You are required to do under this Management Statement must be done at Your cost.

PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

33. Open Access Way

- (a) Subject to By-Law 33(c), the Community Association must maintain at its cost and permit the use of the Open Access Ways for and by pedestrian and cyclist members of the public and such other persons as may be permitted by the By-Laws.
- (b) This By-Law 33 may not be amended or revoked without the consent of the Council.
- (c) The right for use of the Open Access Ways by members of the public is subject to the terms of the Restriction on Use of Land and Positive Covenant registered with the Community Plan.⁸

34. Electricity Substation

34.1 Dictionary

- (a) In this By-Law 33:
 - "Substation Site"** means any areas shown on Concept Plan as "[]" and any sites which are subsequently set aside as electricity substation sites; and
 - "Substation Plant and Equipment"** means an electrical substation and all electrical wires, cables and other necessary equipment for the proper functioning of an electrical substation.
 - "Electricity Provider"** is the entity stated in By-Law 38 for electricity.

34.2 Rights

The Electricity Provider is entitled to the following rights in respect of Substation Sites:

- (a) access to and from the Substation Sites (with or without vehicles) for all purposes permitted under this By-Law at all reasonable times;
- (b) to remain on Substation Sites (and those areas immediately adjacent to the Substation Sites) for any reasonable time for the purpose of:
 - (i) installing Substation Plant and Equipment on a Substation Site; and
 - (ii) inspecting, cleaning, maintaining, repairing, renewing and replacing the Substation Plant and Equipment on the Substation Site; and
- (c) to keep the Substation Plant and Equipment on the Substation Site for so long as that Electricity Provider is the supplier of electricity to the Community Parcel.
- (d) The Community Association agrees that it will, if required by the Electricity Provider, provide other sites on the Community Property for the installation of additional Substation Plant and Equipment;

⁸ This clause is subject to further consultation with the Authorities.

- (e) The Electricity Provider may reject a proposed site if, acting reasonably, it considers the site to be unsuitable for the installation of Substation Plant and Equipment; and
- (f) If the Electricity Provider rejects a proposed site it may, in consultation with the Community Association and acting reasonably, choose an alternative site on the Community Property for the installation of Substation Plant and Equipment.
- (g) This By-Law 33 may not be varied or deleted without the consent of the Electricity Provider for the time being.

35. Drainage

- (a) You, the Community Association or a Subsidiary Body must comply with the requirements of the Council and the Community Association with respect to the Stormwater Network.
- (b) Each Lot must accept without reservation unconcentrated stormwater runoff from any other Lots within the Community Parcel.
- (c) All Lots must accept without reservation concentrated and unconcentrated stormwater runoff from the Community Property including from any access way and from any public roads created by registration of the Community Plan or the plan for any Subsidiary Land.
- (d) You must comply with the Integrated Water Cycle Management Plan approved by Council.

36. Sewerage Disposal System⁹

- (a) You must comply with the requirements of Council for disposal of sewage.
- (b) You must maintain any parts of your home and buildings, including any sewer line, to the junction point of the Sewerage Disposal System so that it performs at the highest level of effectiveness. You must not do anything which may cause any interference with the Sewerage Disposal System's capacity to perform its functions.
- (c) Without limiting the effect of this By-Law 36, You must use exclusively the Sewerage Disposal System installed in the Community Parcel and shown in the Services Diagram.

37. Waste

If You produce any toxic waste or material on your Lot, you must comply with all laws relating to the disposal of such waste and material.

38. Services

The following authorities, entities or persons are responsible for maintenance and replacement of the Services shown adjacent below:

| Service | Authority, entity or person responsible |
|--------------------------|--|
| Sewerage Disposal System | Coffs Harbour Council (??) |
| Water System | |

⁹ For discussion

| Service | Authority, entity or person responsible |
|----------------------|--|
| Electricity Provider | |
| Gas | |
| Telephone | Telstra |

39. Vegetation Management Plan

- (a) The Community Association or a Subsidiary Body must at all times comply with the environmental obligations as more fully set out in the Vegetation Management Plan and in accordance with the management and rehabilitation techniques recommended by the *Coastal Dune Management Manual* (NSW Department of Land and Water Conservation 2001).
- (b) Without limiting the effect of the Vegetation Management Plan, it is noted that it deals with the following environmental matters:
 - (i) Rehabilitation Area - 7(a) Zone;
 - (ii) Hind Dune Rehabilitation Area; and
 - (iii) Asset Protection Zones.

40. Bushfire Management Plan

You, the Community Association or a Subsidiary Body must at all times comply with the obligations in relation to the ongoing maintenance of the Asset Protection Zones as more fully set out in the Bushfire Management Plan.

41. Climate Change - Sea Rise Protection Zone

- (a) The Community Association discloses the Sea Rise Protection Zone.
- (b) The Community Association must manage the Sea Rise Protection Zone as and when required, through the implementation of an adaptive risk management approach.
- (c) You or a Subsidiary Body shall not be entitled to object to, vote against, or take any action to prevent the proper management by the Community Association of the Sea Rise Protection Zone..

PART 6

DICTIONARY

Definitions and interpretations

"**Access Way**" means Private Access Ways and Open Access Ways shown on the Access Way Plan in Part 7 of this Management Statement marked "C";¹⁰

"**Access Way Plan**" means the plan labelled as an Access Way Plan in Part 7 of this Management Statement;

"**Act**" means *Community Land Management Act 1989* (as amended);

"**Asset Protection Zone**" means the area identified by that name in the Bushfire Management Plan;

"**Association Property**" means the Community Property and any buildings, other fixtures or improvements and any personal property of the Community Association and includes all Service Lines located in the Community Property providing private services or in any easement of which the Community Association has the benefit;

"**Authorised Visitor**" means a person on the Community Parcel with consent express or implied of an Owner or Occupier of a Lot, the Community Association or a Subsidiary Body, and any service provider;

"**Bushfire Management Plan**" means the Bushfire Management Plan in Part 7 of this Management Statement marked "D"

"**By-Law**" means a By-Law in this Management Statement;

"**Chairman**" means the Chairman of the Executive Committee;

"**Common Property**" means the Common Property in a Strata Scheme as defined in the Strata Act;

"**Community Parcel**" means the land the subject of the Community Scheme;

"**Community Association**" means the corporation that:

- (a) is constituted by section 25 of the Development Act on the registration of the Community Plan; and
- (b) is established as a community association by section 5 of the 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 Plan**" means Deposited Plan No. [27]¹¹;

"**Community Property**" means lot 40, 41 and 42 in the Community Plan;

"**Community Scheme**" means:

- (a) the manner of 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

¹⁰ To be attached

¹¹ To be inserted once pre-examination takes place

- (d) the rights conferred, and the obligations imposed, by or under the Act, Development Act 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;

"Concept Plan" means the Concept Plan in Part 7 of this Management Statement marked "A".

"Council" means Coffs Harbour City Council;

"Design Guideline" means the architectural, building and landscape standards stated in By Law 3.1 and elsewhere in this Management Statement or as created by the Original Proprietor in accordance with By-Law 3.2;

"Design Review Panel" means the panel of at least 3 Owners appointed by the Executive Committee.

"Development Activities" means the following activities which the Original Proprietor is permitted to carry out:

- (a) build and develop Sapphire in stages;
- (b) carry out the building and development work and any form of demolition work, or work ancillary to or associated with the building and development work and demolition work, without limitation together with any form or work considered necessary or desirable by the Original Proprietor in its discretion;
- (c) demolition work, building and associated work on Sapphire;
- (d) landscaping and associated work on Sapphire;
- (e) use any part of Sapphire to exercise its rights under this By-Law;
- (f) subdivide land;
- (g) have unrestricted access to Community Property;
- (h) park motor vehicles and equipment on Community Property;
- (i) place on or attach to Community Property temporary structures, building materials, and other equipment;
- (j) install and connect services on Community Property;
- (k) put marketing advertising signs on Community Property;
- (l) conduct real estate activities on Community Property including, but not limited to sales, auctions and leasing;
- (m) lock or secure part of Community Property; the Original Proprietor must give the Secretary of the Community Association a key for the locked or secured area; and
- (n) exercise its right at any time;

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

"Development Consent" means any Development Approval determined by Council relating to the land comprised in the Concept Plan.

"Environmental Protection Zone" includes the Rehabilitation Area - 7(a) Zone, the Asset Protection Zone and the Hind Dune Rehabilitation Area forming part of the Community Property;

"Executive Committee" is the executive committee of the Community Association;

"Government Agency" is a governmental or semi-governmental administrative, fiscal or judicial department or entity;

"Hind Dune Rehabilitation Area" means the area identified by that name in the Bushfire Management Plan;

"Initial Period" means that period defined in the Act;

"Integrated Water Cycle Management Plan" means the plan of that name approved by the Council as part of the first stage of the subdivision of Sapphire;

"Lot" means a Community Development Lot, Neighbourhood Lot, Strata Lot or Precinct Lot in the Community Scheme or in a Subsidiary Scheme;

"Manager" means any person or corporation appointed by the Community Association or any Subsidiary Body to carry out the functions, duties and obligations of the Community Association or a Subsidiary Body pursuant to this Management Statement.

"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 Act;

"Neighbourhood Management Statement" means a statement that is registered with a Neighbourhood Plan as a statement of the By-Laws and the other particulars governing participation in the Neighbourhood Scheme;

"Neighbourhood Parcel" means the land, the subject of the Neighbourhood Scheme;

"Neighbourhood Plan" means a plan (other than a Community Plan, a Precinct Plan or a Strata Plan) for the subdivision of land into two or more lots;

"Neighbourhood Property" means the lot shown in the Neighbourhood Plan as Neighbourhood Property;

"Neighbourhood Scheme" means:

- (a) the manner of subdivision of land by a Neighbourhood Plan; and
- (b) the proposals in any related Development Contract; and
- (c) the rights conferred, and the obligations imposed, by or under the Development Act or Act in relation to the Neighbourhood Association, the Neighbourhood Property and the Owners and other persons having interests in, or occupying, the Neighbourhood lots;

"Occupier" means a person who occupies lawfully a Lot in Sapphire;

"Open Access Way" Open Access Way" means an open access way under section 41 of the Development Act and being the Pedestrian Access Way along the northern boundary of the Community Parcel connecting the Pacific Highway to Campbells Beach through the Community Parcel;

"Original Proprietor" is Sapphire Beach Development Pty Limited (ACN 118 685 260) or its successor in title;

"Owner" means an owner of a Lot;

"Owner's Corporation" means a body corporate constituted by section 54 of the Strata Act or a Strata Scheme;

"Pedestrian Access Way" means any parts of the Common Property designated or intended for use as a pedestrian thoroughfare;

"Permitted Person" means a person on the Community Parcel with the express or implied consent of an owner or occupier of a Lot, the Community Association or a Subsidiary Body;

"Precinct Association" means the Corporation:¹²

- (a) constituted by section 25 of the Development Act on the registration of the Precinct Plan; and
- (b) established as a Precinct Association by section 6 of the Act;

"Precinct Management Statement" means a statement that is registered with the Precinct Plan as a statement of the By-Laws and other particulars governing participation in the Precinct Scheme;

"Precinct Parcel" means the land the subject of the Precinct Scheme;

"Precinct Plan" means a plan for the subdivision of the land in a Community Development Lot into two or more lots;

"Precinct Property" means the lot shown in a Precinct Plan as Precinct Property;

"Precinct Scheme" means:

- (a) the manner of subdivision of land by a Precinct Plan; and
- (b) the manner of subdivision of land in the Precinct Plan by the Neighbourhood Plan or a Strata Plan; and
- (c) the proposals in any related development contract; and
- (d) the rights conferred and obligations imposed by or under the Act, the Development Act, the Strata Act in relation to the Precinct Association, its Precinct Property, the Subsidiary Schemes and persons having interest in, or occupying lots in Subsidiary Schemes;

"Private Access Way" means a private access way under section 44 of the Development Act;

"Private Services" is any service which is not a Statutory Service;

"Prescribed Diagram" means the plan labelled prescribed diagram which specifies where Private Services and Statutory Services are provided at Sapphire;

"Prohibited Activities" means any activities which the Community Association determines are not to be engaged in by any Owner, Occupier or Authorised Visitor whilst using Community Property or any Access Way.

Project Activities any work which the Original Proprietor or the Contractor as agent for the Original Proprietor and all persons authorised by the Original Proprietor or the Contractor must do to complete any development on the Community Parcel including:

- (a) any form of demolition work, building work and work ancillary to or associated with building work on the Community Parcel;
- (b) the installation of Services;
- (c) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
- (d) carrying out development in stages;
- (e) construction of the Walkways;
- (f) any form of work which the Original Proprietor or the Contractor, in its absolute discretion considers is necessary or desirable;
- (g) the subdivision of land forming part of the Community Parcel by any means, including strata subdivision; and

¹² Delete is no tiering

(h) the exercise of any right or discretion given to the Original Proprietor or the Contractor under this Management Statement;

"Rehabilitation Area" means the area identified by that name in the Vegetation Management Plan;

"Restricted Use Areas" means the following parts of the Community Parcel:

(a) Sewerage Disposal System;.

"Rules" means the rules made under By-Law 25;

"Sea Rise Protection Zone" means that part of the Community Property parallel to Campbells Beach and being 15 metres wide identified by that name in the Design Guideline and designated to allow for the future construction of a range of amelioration measures to combat the effects of possible sea level rise;

"Secretary" means the Secretary of the Executive Committee;

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

(a) an owner or occupier of a Lot; or

(b) any property situated on the Community Parcel.

"Services" means Private Services, Statutory Services and/or Security Services (as the case may be);

"Service Line" is pipe, wire, cable, duct or pole by which a Statutory or Government Agency or the Community Association provides a Service;

"Service Provider" is a statutory or Government Agency or other entity that provides Services;

"Services Plan" means the Services Plan in Part 7 of this Management Statement marked "B";¹³

"Sewerage Disposal System" means the system for the collection and treatment of sewerage servicing each Lot and continuing with all pumping station and equipment;

"Special Resolution" is that type of resolution of the Community Association as is defined in the Act;

"Statutory Service" is a service provided by a Statutory or Government Agency that provides a Service;

"Sapphire" means the land comprised in the Concept Plan.

"Stormwater Network" means the stormwater pipes, stormwater basins, gross pollutant trap and overflow surcharge pit which facilitate the drainage of stormwater through the Community Parcel;

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

"Strata Parcel" means the land subject to a Strata Scheme;

"Strata Plan" means the Strata Plan under the Strata Act;

"Strata Scheme" means:

(a) a Strata Scheme under the Strata Act that is part of the Community Scheme

(b) the proposals in any relevant development contract;

¹³ TO be attached

(c) the rights conferred, and the obligations imposed, by or under the Strata Act and the Community Titles legislation in relation to the Scheme;

"Subsidiary Association Property" means Common Property, Precinct Property or Neighbourhood Property or all of them (as the case may be);

"Subsidiary Body" is a Precinct Association or a Neighbourhood Association or an Owner's Corporation that is part of the Community Scheme;

"Subsidiary Land" is a Land in Neighbourhood Plan or Strata Plan or Precinct Plan that sub-divides a Community Development Lot;

"Subsidiary Parcel" means the land the subject of the Subsidiary Scheme;

"Subsidiary Plan" means a Strata Plan, a Precinct Association, a Neighbourhood Plan, or a Community Plan;

"Subsidiary Scheme" means a Precinct Scheme, Strata Scheme or Neighbourhood Scheme forming part of the Community Scheme;

"Subsidiary Strata Body" is a Strata Scheme created on registration of a Strata Plan;

"Treasurer" means the Treasurer of the Executive Committee;

"Vegetation Management Plan" means the plan to guide the future use, development and management of the foreshore and Environmental Protection Zones in Part 7 of this Management Statement marked "E";

"You" or **"Your"** is an owner, lessee, occupier or mortgagee in possession of a Lot at Sapphire;

"Works":

- (a) a change to any building;
- (b) a change to any landscaping; or
- (c) the construction of a new building(s)
within the Community Parcel but excludes:
 - (d) Project Activities; and
 - (e) internal refurbishment to a Lot.

PART 7

ATTACHMENTS

- 1 Concept Plan – Annexure "A"
- 2 Services Plan – Annexure "B"
- 3 Access Way Plan – Annexure "C"
- 4 Bushfire Management Plan - Annexure "D"
- 5 Vegetation Management Plan - Annexure "E"

Annexure A - Concept Plan

[TO BE INSERTED]

Annexure B - Service Plan

[TO BE INSERTED]

Annexure C - Access Way Plan

[TO BE INSERTED]

Annexure D - Bushfire Management Plan

[TO BE INSERTED]

Annexure E - Vegetation Management Plan

[TO BE INSERTED]

PART 8

SIGNATURES, CONSENTS AND APPROVALS

DATED.....day of

*Signature/*seal of developer/*developers authorised agent

.....

Signature of witness

.....

Name, address and occupation of witness

.....

.....

.....

CERTIFICATE OF APPROVAL

It is certified:

that the consent authority has approved of the development described in Development Application No.....; and the terms and conditions of this management statement are not inconsistent with the development as approved.

Date:

Signature on behalf of consent authority

.....

Information marked with this symbol is included to assist in completion of the form and need not be reproduced on the finalised management statement.

** Strike out whichever is inapplicable.*

Explanatory Note

This is the form of a community management statement referred to in regulation 40(1). A community management statement is required to be lodged along with a community plan (see s.5). Further particulars relating to a community management statement are contained in Schedule 3 of the Act.

Attention is drawn to the binding effect of a management statement, details of which are contained in s.13 of the Community Land Management Act 1989. For provisions dealing with amendment of a management statement see ss.14 and 17 of the Community Land Management Act 1989.