

DP270477

**"Mornington", Holsworthy
Community Management Statement**

TERMS OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY INFORMATION

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MANAGEMENT STATEMENT

DP270477

INDEX

Definitions	5
Interpretation	9
Part 1	By-Laws Fixing Details of Development.....12
By Law 1.	Architectural Standards12
By Law 2.	Building Works and Alterations13
By Law 3.	External Fixtures15
By Law 4.	Maintenance17
By Law 4A	Common Drainage18
Part 2	Restricted Community Property.....20
By Law 5.	Developer's Rights over Community Property...20
Part 3	Mandatory Matters22
By Law 6.	Community Property22
By Law 7.	Community Facilities.....23
By Law 8.	Open Access Ways.....25
By Law 9.	Internal Fencing.....25
By Law 10.	Garbage26
By Law 11.	Services26
By Law 12.	Insurance27
By Law 13.	Executive Committee28
By Law 14.	Meetings29
By Law 15.	Amounts Payable31
Part 4	Optional Matters33
By Law 16.	Behaviour of Owners, Occupiers and Permitted Persons.....33
By Law 17.	Subsidiary Body Property33
By Law 18.	Washing.....34

MANAGEMENT STATEMENT

DP270477

By Law 19.	Storage of Flammable Liquids.....	34
By Law 20.	Keeping of Animals	35
By Law 21.	Parking.....	35
By Law 22.	Private Services.....	36
By Law 23.	Community Association's Rights and Obligations	36
By Law 24.	Obligations of Owners and Occupiers.....	38
By Law 25.	Rules	39
By Law 26.	Community Management Services Agreement..	39
By Law 27.	Services Contracts	41
By Law 28.	Maintenance of Verge Area	42
Part 5	By-laws required by Public Authorities	43
By Law 29.	Postal Deliveries.....	43
By Law 30.	Council Waste Collection	43
By Law 31.	Maintenance of Traffic Island.....	43
By Law 32.	Integral Energy	44

MANAGEMENT STATEMENT

Management Act

Development Act

DP270477

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, lessee, 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 Neighbourhood Management Statement if the Subsidiary Scheme is a Neighbourhood Scheme; and
 - (c) the by-law instrument of the Strata Scheme if the Subsidiary Scheme is a Strata Scheme.

MANAGEMENT STATEMENT

DP270477

Definitions

A. Statutory Definitions

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

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

B. Further Definitions

In this Management Statement these terms (in any form) mean:

"Access Way Plan" the diagram showing the open access ways registered with the Community Plan;

"Accredited Certifier" the meaning given to the term "accredited certifier" in section 4 of the Environmental Planning and Assessment Act 1979;

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

"Architectural Standards" the architectural and landscape standards that form Schedule 1 to this Management Statement, as amended under this Management Statement;

"Association Property" the Community Property and the Subsidiary Body Property of the Community Scheme;

"BBQ Area" the barbeque area and pavilion which is or is to be constructed on lot 1 in the Community Plan;

"CATV Network" the central antennae television infrastructure for the Community Scheme, including cables, aerials, dishes and other associated equipment installed or to be installed within the Community Parcel;

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

"Community Development Lot" a lot that is not:

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

"Community Facilities" includes the following which are constructed or are to be constructed on Community Property:

- (a) Swimming Pool;

MANAGEMENT STATEMENT

DP270477

- (b) Tennis Court;
- (c) BBQ Area; and
- (d) Landscaped Areas;

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

"Community Plan" the community plan registered with this Management Statement;

"Community Property" lot 1 in the Community Plan and includes the Community Facilities and any other improvements on that lot;

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

"Community Titles Legislation" the Development Act and the Management Act;

"Council" Liverpool City Council;

"Developer" Mirvac Homes (NSW) Pty Limited ACN 006 922 998;

"Development Act" the Community Land Development Act 1989;

"Development Activities" any work which the Developer and all persons authorised by the Developer 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 Community Facilities;
- (f) any form of work which the Developer, 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
- (h) the exercise of any right or discretion given to the Developer under this Management Statement;

"Development Consent" development consent number DA 832/04 Council dated 14 April 2004, as amended from time to time or any development consent in substitution either in whole or in part of the subject matter of that development consent;

MANAGEMENT STATEMENT

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

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

"Government Agency" a governmental or semi-government, administrative, fiscal or judicial department or entity, a statutory authority or the Council;

"Initial Period" the meaning given to the term "initial period" in section 3 of the Management Act;

"Landscaped Areas" the gardens and landscaped areas (including all external lighting equipment provided by the Community Association) which are or are to be constructed in lot 1 in the Community Plan;

"Law" includes:

- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (b) a requirement, notice, order or direction received from or given by a statutory, public or other competent authority;

"Lot" a Community Development Lot or a Lot in a Subsidiary Scheme (not including Subsidiary Body Property, public reserves or drainage reserves);

"Management Act" the Community Land Management Act 1989;

"Management Statement" this community management statement;

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

"Occupier" any person in lawful occupation of a Lot;

"Open Access Ways" the open access ways which are or are to be constructed on Lot 1 in the Community Plan and shown on the Access Way Plan;

"Original Proprietor" the Owner or Owners of a Community Development Lot or Community Development Lots as at registration of the Community Plan;

"Owner" a person for the time being recorded in the register as entitled to an interest in fee simple in a Lot;

"Permitted Person" a person on the Community Parcel with the express or implied consent of an Owner or Occupier, the Community Association or a Subsidiary Body;

"Rules" the rules made under this Management Statement;

"Service":

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

DP270477

MANAGEMENT STATEMENT

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

"Service Line" a pipe, wire, cable, duct, conduit or pole by means of which a Service is, or is to be, provided the location of which is illustrated in the Services Plan;

"Services Plan" the diagram (if any) included in this management statement showing the private services and statutory services;

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

"Subsidiary Body" the meaning given to the term "subsidiary body" in the Management Act;

"Subsidiary Body Property" the meaning given to the terms "neighbourhood property" and "common property" in the Management Act;

"Subsidiary Plan" a plan for a Subsidiary Scheme;

"Subsidiary Scheme" the meaning given to the term "subsidiary scheme" in the Management Act;

"Swimming Pool" the swimming pool and spa which is or is to be constructed on lot 1 in the Community Plan (and the surrounding area within the fence for those facilities);

"Tennis Court" the tennis court which is or is to be constructed on lot 1 in the Community Plan;

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

"Works":

- (a) a change to any building;
- (b) a change to any landscaping; or
- (c) the construction of a new building(s)
- (d) the construction of or a change to a fence

within the Community Parcel but excludes:

- (d) Development Activities; and
- (e) internal refurbishment to a building within a Lot.

DP270477

MANAGEMENT STATEMENT

Interpretation

DP270477

A. Construction

In this Management Statement a reference to:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) other parts of speech and grammatical forms of a defined word or phrase have a corresponding meaning;
- (d) a month or monthly means calendar month or calendar monthly;
- (e) a quarter means calendar quarter;
- (f) a person includes:
 - (1) a corporation, partnership, joint venture and government body;
 - (2) the legal representatives, successors and assigns of that person; and
 - (3) where the context permits, the employees, agents, contractors and invitees of that person;
- (g) a document includes a reference to that document as amended or replaced;
- (h) a thing includes a part of that thing and includes a right;
- (i) a by-law, attachment or annexure, means a by-law, schedule of, or an attachment or annexure to this Management Statement;
- (j) a Law includes all Law amending, consolidating or replacing them;
- (k) a document is a reference to a document of any kind including an agreement in writing, a certificate, a notice or an instrument;
- (l) a provision of this Management Statement is not to be construed against a party solely on the ground that the party is responsible for the preparation of this Management Statement or a particular provision;
- (m) an asset includes all property of any nature including a business, a right, a revenue and a benefit;
- (n) a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority;
- (o) the president of a body or authority means, in the absence of a president the senior officer of the body or authority or any other person fulfilling the duties of the president;

MANAGEMENT STATEMENT

- (p) "\$", "A\$", "Australian dollars" or "dollars" is a reference to the lawful tender of the Commonwealth of Australia; and
- (q) "including" and similar expressions are not words of limitation.

B. Parties bound jointly and individually

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

C. Headings

- (a) Headings and bolding are for guidance only and do not affect the construction of this Management Statement.
- (b) The rights, powers and remedies provided in this Management Statement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Management Statement.

D. Severability

- (a) If the whole or any part of a provision of a by-law is void, unenforceable or illegal:
 - (1) it is severed; and
 - (2) the remainder of these by-laws have full force and effect.
- (b) This clause has no effect if the severance alters the basic nature of this Management Statement or is contrary to public policy.

E. Community Association Approval

- (a) A person must make an application for approval of the Community Association or the Executive Committee under this Management Statement in writing.
- (b) Subject to an express provision in this Management Statement, the Community Association and the Executive Committee may in their absolute discretion:
 - (1) give approval conditionally or unconditionally; or
 - (2) withhold their approval.
- (c) Subject to an express provision in this Management Statement or any provision of the Community Titles Legislation, consents by the Community Association under this Management Statement may be given by:
 - (1) the Community Association at a general meeting; or
 - (2) the Executive Committee at an Executive Committee meeting.

DP270477

MANAGEMENT STATEMENT

DP270477

F. Community Association Exercise of Rights

- (a) The Community Association may exercise a right, power or remedy:
 - (1) at its discretion: and
 - (2) 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.

MANAGEMENT STATEMENT

Part 1 By-Laws Fixing Details of Development

Amendments to by-laws

These by-laws concern the control and preservation of the essence or theme of the Community Scheme and may only be amended or revoked by a unanimous resolution of the Community Association. (See section 17(2) of the Management Act).

By Law 1. Architectural Standards

Standards

- 1.1 The Architectural Standards that apply as at the date of the registration of the Community Plan are set out in Schedule 1.
- 1.2 A Subsidiary Body may prescribe Architectural Standards for a Subsidiary Scheme.
- 1.3 If a Subsidiary Body prescribes Architectural Standards under this by-law:
 - (a) the Subsidiary Body must promptly serve on the Community Association a copy of any Architectural Standards prescribed; and
 - (b) thereafter the Community Association is responsible for those Architectural Standards.
- 1.4 The parties bound by this Management Statement are bound by the Architectural Standards.

Conflict

- 1.5 If there is a conflict between the Architectural Standards as prescribed by a Subsidiary Body and the Architectural Standards as prescribed by the Community Association, the Architectural Standards of the Community Association prevail.

Application to amend

- 1.6 An Owner may request the Community Association to amend the Architectural Standards for that Lot.
- 1.7 A Subsidiary Body may request the Community Association to amend the Architectural Standards for the Lot the subject of that Subsidiary Scheme.
- 1.8 An application must contain sufficient detail of the proposed amendments to enable the Community Association or the Subsidiary Body or both of them to understand with reasonable certainty the nature and extent of the proposed amendments.

Decision of Community Association

- 1.9 The Community Association must refer an application to amend the Architectural Standards to a General Meeting for the decision by that General Meeting.
- 1.10 The Community Association may in order to determine an application, request additional information, reports or documents.

MANAGEMENT STATEMENT

DP270477

- 1.11 By unanimous resolution, the Community Association may amend the Architectural Standards or prescribe new Architectural Standards.
- 1.12 The Community Association must register an amendment to Schedule 1 of this Management Statement after the Architectural Standards are amended in accordance with this by-law 1.

By Law 2. Building Works and Alterations

Approvals

- 2.1 A person must not carry out Works on any Lot, Community Property or Subsidiary Body Property unless that person first obtains the written consent of the Executive Committee.
- 2.2 In addition to the approval of the Executive Committee under by-law 2.1, a person must 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

- 2.3 Any party seeking approval for the carrying out of any Works must submit plans and specifications for the approval of the Executive Committee.
- 2.4 The Executive Committee may retain the services of an independent consultant with special skills and expertise in:
 - (a) architecture;
 - (b) landscaping; or
 - (c) any other relevant disciplineto advise and assist the Executive Committee in performing its powers under this by-law.

Decision of Executive Committee

- 2.5 The Executive Committee must not approve an application to carry out Works, if the proposed Works:
 - (a) are inconsistent with the essence or theme of the Community Scheme; or
 - (b) do not comply with the Architectural Standards.
- 2.6 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;

MANAGEMENT STATEMENT

DP270477

- (c) details of changes to be made to the plans and specifications if a Government Agency or the Council or both require those changes; and
 - (d) any other relevant information, facts or material.
- 2.7 If the Executive Committee does not make a decision within 3 months after receiving all information required to make a decision, then it has not approved the Works.
- 2.8 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

- 2.9 A party must endeavour in good faith to resolve a dispute under this Management Statement before any action is taken under by-law 2.10.
- 2.10 In the event a person disputes that the Executive Committee has properly applied the Architectural Standards in making a determination under this by-law, then upon application by that person or the Executive Committee the matter can be referred to an expert determinator as appointed by the President of the Australian Institute of Architects.
- 2.11 A decision of the expert determinator appointed under by-law 2.10, is a decision of the Executive Committee and binds all parties.

Conditions of Approval and Bond

- 2.12 The Executive Committee may impose conditions on its approval of plans and specifications.
- 2.13 The Executive Committee may require an applicant to deposit a bond of a kind and upon conditions acceptable to the Executive Committee 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.
- 2.14 Subject to by-law 2.13 any bond lodged under this by-law must be returned to the applicant within 90 days after:
- (a) notification by the applicant of completion of the Works; and
 - (b) request for return of the bond.
- 2.15 If the Executive Committee calls on the bond, the Executive Committee must return the proceeds of the bond to the applicant after the Executive Committee deducts a reasonable amount for any damage that may be caused to Community Property or Subsidiary Body Property as a result of any Works.

Works

- 2.16 Prior to the carrying out of any Works, a party must obtain the necessary approvals in accordance with this by-law.
- 2.17 During the carrying out of any Works, a party must:

MANAGEMENT STATEMENT

- (a) ensure no damage to Service Lines 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, the Council or other Government Agency;
 - (d) repair any damage caused to Community Property or Subsidiary Body Property or both as a result of the Works; and
 - (e) carry out the Works promptly.
- 2.18** 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 2 have been satisfied.

Developer's Rights

2.19 Nothing in this by-law:

- (a) affects the rights of the Developer under by-law 5 to carry out Development Activities; or
- (b) imposes an obligation on the Developer to obtain consent under by-law 2.1 for the purposes of carrying out Development Activities.

By Law 3. External Fixtures

Appearance

- 3.1** Subject to this by-law 3, an Owner or Occupier 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 the Lot, Community Property or Subsidiary Body Property if that Owner or Occupier first obtains the approval of the Executive Committee.
- 3.2** By-law 3.1 only applies if, in the reasonable opinion of the Community Association, the thing which can be seen from outside the 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 Architectural Standards.

External Shutters etc

- 3.3** An Owner or Occupier or a Subsidiary Body must not construct, install or maintain on or in a Lot, Community Property or Subsidiary Body Property any shutters, blinds, canopies, awnings, security devices or any external improvement other than fly screens.

MANAGEMENT STATEMENT DP270477

Airconditioning

- 3.4** An Owner or Occupier, the Community Association or a Subsidiary Body must not install or maintain on or in a Lot, Community Property or Subsidiary Body Property any airconditioning unit:
- (a) unless the approval of the Executive Committee has been obtained under by-law 2;
 - (b) on any balcony of a Lot, on the outside of a building on a Lot;
 - (c) in any area visible from any Community Property or Subsidiary Body Property, road, footpath, parks and the like about the Community Scheme; and
 - (d) on any part of the Community Parcel or Subsidiary Body Property.

Transmitting and receiving devices

AF816350

BY-LAW 3.5

REPEALED.

BY-LAW 3.5A

ADDED. SEE

ANNEXURE 'C'

- ~~**3.5** An Owner or Occupier 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.~~

Approval of Executive Committee

- 3.6** Without limiting this by-law, an Owner, Occupier or a Subsidiary Body must obtain the written consent of the Executive Committee before that person places on a Lot, Community Property or Subsidiary Body Property:
- (a) subject to by-laws 3.8 and 3.9, any signs, placards, banners, notices or advertisements;
 - (b) any solar energy collector panels and equipment associated with them;
 - (c) any energy conservation equipment; or
 - (d) a solar hot water system and equipment associated with it.
- 3.7** In addition to the approval of the Executive Committee required under by-law 3.6, an Owner, Occupier or a Subsidiary Body must obtain the consent of:
- (a) if the Owner or Occupiers Lot is a Lot in a Subsidiary Scheme, the relevant Subsidiary Body; and
 - (b) if required, the Council or other Government Agency.
- 3.8** The Developer is permitted to place signs, placards, banners, notices or advertisements within the Community Parcel while the Developer is carrying out Development Activities.
- 3.9** In addition to the consent of the Executive Committee, while the Developer is the registered proprietor of a Community Development Lot, an Owner, Occupier or a Subsidiary Body must obtain the written consent of the Developer before that person places any signs, placards, banners, notices or advertisements on any Lot within the Community Parcel.

MANAGEMENT STATEMENT

DP270477

3.10 Nothing in this by-law:

- (a) affects the rights of the Developer under by-law 5 to carry out Development Activities; or
- (b) imposes an obligation on the Developer to obtain consent under by-law 3.1 for the purposes of carrying out Development Activities.

By Law 4. Maintenance

4.1 An Owner or Occupier must keep that Owner's or Occupier's Lot clean and tidy and in good repair and condition.

Exterior and Garden Maintenance

4.2 An Owner or Occupier of a Lot (other than a Subsidiary Body) must carry out all maintenance and repairs to the exterior of any buildings on the Lot and to all gardens and grassed areas on the Lot (unless such maintenance or repair is the responsibility of a Subsidiary Body):

- (a) in a proper and workmanlike manner;
- (b) promptly;
- (c) to the reasonable satisfaction of the Community Association; and
- (d) in compliance with the Architectural Standards.

Maintenance of Subsidiary Body Property

4.3 Each Subsidiary Body must maintain its respective Subsidiary Body Property:

- (a) in a proper and workmanlike manner;
- (b) regularly;
- (c) to the reasonable satisfaction of the Community Association; and
- (d) in compliance with the Architectural Standards.

Community Association to give notice

4.4 The Community Association may give a notice to an Owner or Occupier or a Subsidiary Body requiring an Owner or Occupier or Subsidiary Body to comply with the terms of this by-law.

4.5 If an Owner or Occupier or a Subsidiary Body does not comply with this by-law, then the Community Association may exercise its rights under by-law 23.2.

Maintenance of Subsidiary Body Property

4.6 Each Subsidiary Body must maintain its respective Subsidiary Body Property:

- (a) in a proper and workmanlike manner;

MANAGEMENT STATEMENT

- (b) regularly;
- (c) to the reasonable satisfaction of the Community Association; and
- (d) in compliance with the Architectural Standards.

By Law 4A Common Drainage

4A.1 Affected Lots

This by-law 4A applies to any dwelling:

- (a) erected on a community development lot; or a lot in a subsidiary scheme being a "neighbourhood scheme"; and
- (b) has installed by the Developer drainage pipes running under the floor and or under the land of an adjoining dwelling and or roof water draining across the roof of an adjoining dwelling.

4A.2 The System

The pipes referred to in by-law 4A.1 are in this by-law 4A together referred to as the "System".

4A.3 Terms

Each Owner of a Lot that is affected by the System ("Affected Owner") may:

- (a) drain water through the System;
- (b) do everything necessary for that purpose, but only after reasonable notice to the other adjoining owner ("the Other Owner") and at reasonable times, to effect any repairs or maintenance including:
 - (1) entering the Lot of the Other Owner; and
 - (2) carrying out works to maintain the System; and
- (c) in exercising these powers the Affected Owner must:
 - (1) ensure all work is done properly;
 - (2) cause as little inconvenience as is practicable to the occupier of the Other Owner's Lot;
 - (3) cause as little damage as is practicable; and
 - (4) make good any collateral damage.

DP270477

MANAGEMENT STATEMENT

DP270477

4A.4 Redevelopment

This by-law 4A does not prevent an Affected Owner from making alterations or additions to the Affected Owner's dwelling that affects the System provided:

- (a) the System is operational at all times; and
- (b) the pipes that comprise the System may be modified so long as the System will operate to at least the same level of effectiveness.

MANAGEMENT STATEMENT

Part 2 Restricted Community Property

Amendment to by-laws

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-law to use the restricted Community Property.(See section 54 of the Management Act.)

By Law 5. Developer's Rights over Community Property

Restricted Use Rights

- 5.1 To enable the Developer to carry out Development Activities, the Developer, so long as it is the Owner of a Community Development Lot, has restricted use rights over the Community Property (other than the Community Property referred to in by-law 5.2) and Service Lines on the terms of this by-law 5.
- 5.2 By-law 5.1 does not apply to the improvements on Community Property that have been constructed at the time of registration of the Community Plan.

End of Restricted Use Rights

- 5.3 Restricted use of a particular part of the Community Property and the Service Lines ceases when the Developer serves a notice on the Community Association informing the Community Association that Development Activities for a particular part of the Community Property have been completed.
- 5.4 Despite by-law 5.3, restricted use of a particular part of the Community Property ceases when the Developer is no longer the Owner of any Community Development Lot.

Developer's Rights

- 5.5 The Developer has all rights necessary to enable the Developer to carry out the Development Activities including the right to:
 - (a) unrestricted access by any means and at all times over Community Property;
 - (b) the use of any part of the Community Parcel to exercise rights under this by-law;
 - (c) place on or attach to Community Property temporary offices, sheds, depots, building materials, cranes and other equipment;
 - (d) install, connect or alter Services on or within Community Property;
 - (e) lock or secure part of the Community Property, provided the Developer gives the secretary of the Community Association a key for the locked or secured area;
 - (f) attach and place marketing and advertising signs, placards, banners, notices or advertisements on the Community Parcel;

DP270477

MANAGEMENT STATEMENT

- (g) conduct sales and marketing activities (including auctions) on the Community Parcel;
- (h) park motor vehicles and equipment on Community Property;
- (i) designate positions on the Community Property in which an Owner or Occupier may park a Vehicle;
- (j) build and use a display centre on the Community Property;
- (k) hold events or functions on the Community Parcel in connection with the selling and leasing of Lots in the Community Parcel; and
- (l) exercise the rights under this by-law at any time.

Developer's Obligations

5.6 The Developer must:

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

Development Activities

- 5.7 An Owner or Occupier acknowledges that, as a result of the Developer's rights to carry out the Development Activities set out in this by-law, an Owner or Occupier may be subjected to noise and dust resulting from the Development Activities.

Levies

- 5.8 There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law 5.

DP270477

MANAGEMENT STATEMENT

Part 3 Mandatory Matters

Amendment to by-laws

These by-laws may only be amended or revoked by a special resolution of the Community Association (*See section 14(3)(c) of the Management Act*).

By Law 6. Community Property

- 6.1** The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Property.
- 6.2** An Owner or Occupier must obtain the written approval of the Community Association before that Owner or Occupier does any of the following to Community Property:
- (a) leaves anything on Community Property;
 - (b) obstructs the use of Community Property;
 - (c) uses any part of Community Property for the Owner's or Occupier's own purposes;
 - (d) erects on Community Property any structure;
 - (e) attaches to Community Property any item;
 - (f) does or permits anything which might damage Community Property; or
 - (g) alters Community Property.
- 6.3** An Owner or Occupier must:
- (a) give notice to the Community Association of any damage to or defect in the Community Property immediately after an Owner or Occupier becomes aware of any such damage or defect;
 - (b) use anything on the Community Parcel only for purpose for which it was constructed or provided; and
 - (c) only use or enjoy the Community Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Community Property by another Owner or Occupier or a Permitted Person.
- 6.4** An Owner or Occupier must:
- (a) not interfere with or damage the Community Property; and
 - (b) compensate the Community Association for any damage caused to the Community Property while that Owner or Occupier (or a Permitted Person on the Community Parcel with the consent of that Owner or Occupier) uses the Community Property.

MANAGEMENT STATEMENT

- 6.5 The Community Association may evict an Owner, Occupier or Permitted Person from the Community Facilities where the Owner, Occupier or Permitted Person uses language or behaves in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to a Permitted Person as determined by the Community Association or behaves inappropriately in some other manner as determined by the Community Association.
- 6.6 If an Owner, Occupier or Permitted Person is evicted from the Community Facilities under by-law 6.5, the Owner, Occupier or Permitted Person:
- (a) may be prevented by the Community Association from using the Community Facilities for a period of one month following the date of such eviction or such other period not exceeding four months, as determined by the Community Association; and
 - (b) must pay to the Community Association any security or other costs of the Community Association in evicting that Owner, Occupier or Permitted Person and costs associated with restricting and reinstating access to the Community Facilities.
- 6.7 This by-law is subject to the rights of the Developer under by-law 5.

By Law 7. Community Facilities

- 7.1 The terms of this by-law start when the restricted use rights granted under by-law 5 end.
- 7.2 The Community Facilities are available for use by Owners and Occupiers and Permitted Persons in accordance with this by-law 7.
- 7.3 The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Facilities.

Swimming Pool

- 7.4 The following terms and conditions apply to the use of the Swimming Pool:
- (a) the Swimming Pool is available for use by an Owner or Occupier seven days a week between the hours of 6.00 am and 10.00 pm or other hours nominated from time to time by the Community Association;
 - (b) children under the age of 12 years of age may use the Swimming Pool only if accompanied and supervised by an adult;
 - (c) glass objects, drinking glasses and sharp objects are not permitted in the Swimming Pool;
 - (d) running, ball playing, noisy or hazardous activities are not permitted in the Swimming Pool;
 - (e) the consent of the Community Association is required to hold functions (including swimming classes) in or around the Swimming Pool;

MANAGEMENT STATEMENT

- (f) swimming pool equipment must not be interfered with, operated or adjusted except with the approval of the Community Association; and
- (g) Permitted Persons may not use the Swimming Pool unless they are accompanied by an Owner or Occupier.

Tennis Court

- 7.5 The Tennis Court is available for use by an Owner or Occupier seven days a week between the hours of 8:00am and sunset or other hours nominated from time to time by the Community Association.
- 7.6 An Owner or Occupier may only use the Tennis Court for a maximum period of two hours in any one week period.
- 7.7 The Tennis Court may only be used as a tennis court except with the written approval of the Community Association.
- 7.8 Permitted Persons may not use the Tennis Court unless they are accompanied by an Owner or Occupier.

BBQ Area

- 7.9 The BBQ Area is available for use by an Owner or Occupier seven days a week between the hours of 8:00am and sunset or other hours nominated from time to time by the Community Association.
- 7.10 Permitted Persons may not use the BBQ Area unless they are accompanied by an Owner or Occupier.

Landscaped Areas

- 7.11 Subject to by-law 7.12, an Owner or Occupier has unrestricted access to and use of the Landscaped Areas at all times.
- 7.12 The Community Association must control, manage, maintain, renew and replace the Landscaped Areas.
- 7.13 An Owner, Occupier or Permitted Person must
 - (a) comply with all directions of the Community Association in relation to the Landscaped Areas;
 - (b) not interfere with the Landscaped Areas; and
 - (c) not do or omit to do an act that results or may result in damage or destruction to any part of the Landscaped Areas.

Third Party Agreements

- 7.14 The Community Association may enter into agreements with third parties in respect of the Community Association's obligations in respect of the Swimming Pool, Tennis Court, BBQ Area and Landscaped Areas.

MANAGEMENT STATEMENT

DP270477

By Law 8. Open Access Ways

- 8.1** The Community Association is responsible for the control, management and operation, maintenance and repair of the Open Access Ways.
- 8.2** An Owner, Occupier or Permitted Person must
- (a) comply with all directions of the Community Association in relation to the Open Access Ways; and
 - (b) not do or omit to do and act that result or may result in damage or destruction to any part of the Open Access Ways.

By Law 9. Internal Fencing

Restrictions on Construction

- 9.1** An Owner or Occupier (in the case of Subsidiary Body Property, the Subsidiary Body) is not permitted to:
- (a) erect a fence on the front street alignment or between the front street boundary and the building line as fixed by a Government Agency;
 - (b) erect a fence on a side boundary that exceeds 600mm high with 1 metre posts;
 - (c) replace any fence on a Lot or Subsidiary Body Property, unless:
 - (1) the materials are of the same standard and quality as the fence constructed at the time of registration of the relevant plan; and
 - (2) the replacement fence is constructed in the same location as and has the height as the original fence constructed at the time of registration of the relevant plan; or
 - (d) construct any new fence on a Lot or Subsidiary Body Property without the approval of the Executive Committee.
- 9.2** In addition to the approval of the Executive Committee required under by-law 9.1(d), an Owner or Occupier or Subsidiary Body must obtain the consent of:
- (a) if the Owner or Occupier's Lot is a Lot in a Subsidiary Scheme, the relevant Subsidiary Body; and
 - (b) if required, the Council or other Government Agency.

External & Internal

- 9.3** The Dividing Fences Act 1991 applies to any external and internal boundary fences erected within the Community Parcel.

Architectural Standards

- 9.4** A fence erected within the Community Parcel must comply with the Architectural Standards.

MANAGEMENT STATEMENT

Community Property and Subsidiary Body Property Fencing

- 9.5 The Community Association is responsible for the maintenance and replacement of fencing of Community Property.
- 9.6 A Subsidiary Body is responsible for the maintenance and replacement of common fences between Community Property and Subsidiary Body Property.
- 9.7 By-law 9.5 does not apply if a person using Community Property damages the fencing.

By Law 10. Garbage

- 10.1 Each Owner and Occupier must secure and store that person's container for garbage and recyclable materials ("container") so that it:
 - (a) is hidden from view from outside the Lot; and
 - (b) does not emit odours.
- 10.2 Each Owner and Occupier may place that person's container, on the nominated garbage collection days, on Community Property at the front of that Owner or Occupier's Lot or in other locations nominated by the Community Association
- 10.3 An Owner or Occupier must ensure that person's container is visible from outside that Lot for the minimum time that will permit garbage collection on the nominated garbage collection days which must not exceed 12 hours.
- 10.4 An Owner or Occupier must comply with any rules or by-laws about garbage collection and the recycling of garbage made by:
 - (a) Council;
 - (b) the Community Association; or
 - (c) if the Owner or Occupier's Lot is a Lot in a Subsidiary Scheme, the relevant Subsidiary Body.

By Law 11. Services

Provision of Services

- 11.1 The following Services may be provided as shown on the Services Plan:
 - (a) AGL gas (denoted 'G');
 - (b) Telstra telecommunications (denoted 'T');
 - (c) private Community Association Water Service (denoted 'W'); and
 - (d) private Community Association telecommunications service for central antenna television (denoted 'C').

MANAGEMENT STATEMENT

DP270477

Maintenance of Services

- 11.2** The Service Providers nominated in by-laws 12.1(a) and 12.1(b) must maintain and repair the Service Lines under any statutory rights of the Service Provider.
- 11.3** The Community Association must maintain and repair the Service Lines set out in by-law 12.1 other than those which Service Providers are responsible for under by-law 12.2.

Statutory Easements

- 11.4** On installation of a Service Line, a statutory easement will be created over parts of the Community Parcel designated on the Services Plan for the provision of Services through Service Lines.

Position of Service Lines

- 11.5** If Service Lines are not installed in the position indicated on the Services Plan, then:
- (a) the Community Association must arrange for the preparation and registration of a further Services Plan showing the Service Lines as installed;
 - (b) all members of the Community Association must consent to any later Services Plan; and
 - (c) the Community Association must make available all necessary documents, including the certificate of title for the Community Property, to enable registration of a further Services Plan.

By Law 12. Insurance

- 12.1** The Community Association must take out insurances required under the Management Act including the following policies:
- (a) to cover damage to the Community Property and for death and bodily injury for which the Community Association could become liable in damages;
 - (b) against damages for which the Community Association could become liable because of work done by a voluntary worker;
 - (c) to cover accidental injury to, or accidental death of, a voluntary worker; and
 - (f) against the possibility of the members of the Community Association becoming jointly liable under a claim arising out of any other event against which the Community Association decides by special resolution to insure.
- 12.2** The Community Association must review, on an annual basis:
- (a) all of its insurance; and
 - (b) the need for new or additional insurances.
- 12.3** Notice of an Annual General Meeting must include a form of motion to decide whether the insurances of the Community Association should be confirmed, varied or extended.

MANAGEMENT STATEMENT

12.4 If there is an increase in risk or a new risk to the Community Property then the Community Association must immediately:

- (a) effect new insurances; or
- (b) vary or extend existing insurances.

12.5 An Owner or Occupier must obtain the written approval of the Community Association before it does anything that might:

- (a) void or prejudice the Community Association's insurance; or
- (b) increase any insurance premium which the Community Association pays.

By Law 13. Executive Committee

Constitution

13.1 The Executive Committee must be established under the Management Act.

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

Functions of the Secretary

13.3 The functions of the secretary of the Executive Committee include:

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

Functions of the Treasurer

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

- (a) notifying members of the Community Association of contributions levied under the Management Act and collecting those contributions;

DP270477

MANAGEMENT STATEMENT

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

Function of the Chairperson

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

Sub-Committees

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

No Remuneration

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

Protection of Executive Committee members from liability

- 13.8** 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.
- 13.9** By-law 13.8 does not apply if a member is fraudulent or negligent.

By Law 14. Meetings

- 14.1** Subject to the provisions of the Management Act, the Executive Committee may:
- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as the Executive Committee thinks fit;

MANAGEMENT STATEMENT

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

Right of Owner to Attend Meetings

- 14.2** An Owner or, if the Owner is a corporation, the Owner's nominee, may attend a meeting of the Executive Committee.
- 14.3** That Owner may address the meeting only if the Executive Committee passes a resolution authorising the person to do so.

Meeting at Request of Members

- 14.4** At the request of not less than 1/3 of the members of the Executive Committee, the secretary must convene a meeting.
- 14.5** Subject to by-law 14.4, the secretary must convene the meeting within the period of time specified in the request.
- 14.6** The members must give the secretary more than 7 days to convene the meeting.
- 14.7** If no time is specified in the request, then the secretary must convene the meeting within 14 days of receiving the request.
- 14.8** If the secretary is absent, a member of the Executive Committee must convene the meeting.

Out of Meeting Determinations

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

Notices and Minutes of Meetings

- 14.10** Before each Executive Committee meeting, the Executive Committee must prepare an agenda for the meeting. This agenda must list the business that the Executive Committee will deal with at the Executive Committee meeting.

MANAGEMENT STATEMENT

14.11 At least 72 hours before a meeting of the Executive Committee, the Executive Committee must:

- (a) notify members of the Community Association of the meeting including details of the meeting; and
- (b) provide each member of the Community Association with a copy of the agenda for the meeting.

14.12 If the Community Association has placed a notice board on Community Property, then the Executive Committee will have complied with by-law 14.10 if it ensures that the agenda and notice of the meeting are placed on the notice board at least 72 hours before the meeting.

14.13 The agenda must list the business that the Executive Committee will deal with at the meeting.

14.14 The secretary must ensure that:

- (a) minutes of the Executive Committee are sent to each member of the Community Association within 7 days of the meeting; and
- (b) that the following are properly kept:
 - (1) agendas and minutes of meetings of the Executive Committee;
 - (2) records of decisions of the Executive Committee; and
 - (3) records of notices.

14.15 If the secretary is absent, then the chairperson must ensure that the Executive Committee complies with by-law 14.14.

By Law 15. Amounts Payable

15.1 An Owner must pay:

- (a) contributions levied under this Management Statement and the Community Titles Legislation when they fall due; and
- (b) on demand any costs, charges and expenses of the Community Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under this Management Statement in relation to the Owner or Occupier.

15.2 If a contribution or amount payable under this Management Statement or the Community Titles Legislation is not paid when due, then interest is payable under section 20A(1) of the Management Act.

15.3 Nothing in this by-law prevents the Community Association from recovering any amount exceeding interest calculated under this by-law as a consequence of any amount not being paid when due.

15.4 A certificate signed by the Community Association, its Managing Agent or the secretary of the Executive Committee about a matter or a sum payable to the Community Association is prima facie evidence of:

MANAGEMENT STATEMENT

DP270477

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

AD464422
BY-LAW 15A ADDED.
SEE ANNEXURE 'A'

AE907904 BY-LAW 15B ADDED. SEE
ANNEXURE "B"



28.10.2009

MANAGEMENT STATEMENT

Part 4 Optional Matters

DP270477

Amendment to by-laws

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

By Law 16. Behaviour of Owners, Occupiers and Permitted Persons

Noise

16.1 An Owner or Occupier 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 or Permitted Person.

16.2 An Owner or Occupier must not:

- (a) obstruct lawful use of Community Property or Subsidiary Body Property; or
- (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to a Permitted Person.

Children

16.3 An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier:

- (a) plays only on Community Property or Subsidiary Body Property which is an open space area that is not dangerous or hazardous to children; and
- (b) 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.

Permitted Persons

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

By Law 17. Subsidiary Body Property

17.1 An Owner or Occupier may only do the following to Subsidiary Body Property if that Owner or Occupier first obtains the written approval of the Community Association or Subsidiary Body:

- (a) leave anything on Subsidiary Body Property;
- (b) obstruct the use of Subsidiary Body Property;
- (c) use any part of Subsidiary Body Property for the Owner's or Occupier's own purposes;

MANAGEMENT STATEMENT

- (d) erect any structure on Subsidiary Body Property;
- (e) attach any item to Subsidiary Body Property;
- (f) do or permit anything to be done to Subsidiary Body Property which might cause damage; or
- (g) alter Subsidiary Body Property.

17.2 An Owner or Occupier must:

- (a) give notice to the relevant Subsidiary Body of any damage to or defect in the Subsidiary Body Property immediately after an Owner or Occupier becomes aware of any damage or defect;
- (b) use a thing on the Subsidiary Body Property only for the purpose for which it was constructed or provided; and
- (c) only use or enjoy the Subsidiary Body Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Subsidiary Body Property by another proprietor or occupier or a Permitted Person.

By Law 18. Washing

An Owner or Occupier must not hang any washing, bedding or other articles of a similar nature:

- (a) on any balcony of a Lot, on the outside of a building on a Lot or the outside of a building containing a Lot;
- (b) in any area visible from any Community Property or Subsidiary Body Property, road, footpath, parks and the like about the Community Scheme; and
- (c) on any part of the Community Parcel or Subsidiary Body Property.

By Law 19. Storage of Flammable Liquids

19.1 Subject to by-law 19.2, an Owner or Occupier may only store on the Lot or any other part of the Community Parcel any flammable chemical, gas or other material if that Owner or Occupier first obtains the written approval of the Community Association.

19.2 By-law 19.1 does not apply to chemicals, liquids, gases or other material used or intended to be used:

- (a) for domestic purposes; or
- (b) in the fuel tank of a motor vehicle or internal combustion engine.

DP270477

MANAGEMENT STATEMENT

DP270477

By Law 20. Keeping of Animals

Rules

20.1 If an Owner or Occupier keeps an animal, then the Owner or Occupier:

- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;
- (b) must ensure that, when on any other part of the Community Parcel, the animal is accompanied by the Owner or Occupier;
- (c) must, when on any other part of the Community Parcel, keep the animal appropriately tethered and under control; and
- (d) is liable to the Owners and Occupiers of other Lots and each other person lawfully on the Community Parcel for:
 - (1) any noise which is disturbing to an extent which is unreasonable;
 - (2) for damage to or loss of property or injury to any person caused by the animal; and
 - (3) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Community Parcel.

20.2 This by-law applies to any Permitted Person or visitor to the Community Parcel.

By Law 21. Parking

Restrictions

21.1 Subject to by-laws 5.5(i) and by-laws 21.2 to 21.4, an Owner or Occupier must not park a Vehicle on the Community Parcel.

21.2 An Owner or Occupier may park a Vehicle:

- (a) in a garage or driveway on that Owner's or Occupier's Lot; or
- (b) on the Open Access Ways (adjoining the kerb) unless the Community Association has designated the area as no parking; or
- (c) in an area on Subsidiary Body Property designated by the Subsidiary Body as being an area where a Vehicle may be parked.

21.3 Despite by-law 21.2, an Owner or Occupier must not park a boat, trailer, caravan or any other towable item on any part of that Owner's or Occupier's Lot which is visible from any Community Property (irrespective of whether the item is in front of the building alignment of any dwelling constructed in that Owner's or Occupier's Lot).

21.4 No Vehicles with a gross weight in excess of 2 tonnes TARE weight are permitted to stand on any part of the Community Parcel.

DP270477 MANAGEMENT STATEMENT

Repairs

- 21.5 An Owner or Occupier must not undertake repairs to any vehicles on Community Property or the driveway on or leading to an Owner's or Occupier's Lot

By Law 22. Private Services

- 22.1 The Community Association may, on its own behalf or on behalf of a Subsidiary Body:
- (a) provide private Services to a Subsidiary Body or an Owner or Occupier;
 - (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.
- 22.2 An Owner or Occupier must not do anything which interferes, obstructs access to, overloads or damages private Services.
- 22.3 An Owner or Occupier must immediately notify the Community Association of any damage to or the defective operation of any private Service.
- 22.4 Subject to section 60 of the Management 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.

By Law 23. Community Association's Rights and Obligations

Contracts

- 23.1 The Community Association may, on its own behalf or on behalf of each Subsidiary Body, contract with persons to:
- (a) provide management, operational, maintenance and other services for Community Property or Subsidiary Body Property;
 - (b) provide Services or amenities to the Owners or Occupiers;
 - (c) provide Services or amenities to Community Property or Subsidiary Body Property; and
 - (d) assist the Community Association in relation to the performance of obligations under by-laws in part 5 of this management statement.

Remedy

- 23.2 The Community Association may do anything on a Lot 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.

MANAGEMENT STATEMENT

23.3 If by-law 23.2 applies, the Community Association is entitled to:

- (a) enter and remain on the Lot for as long as it is necessary; and
- (b) recover any costs associated with carrying out Works under this Management Statement from the Owner of the Lot.

Trading Activities

23.4 The Community Association may, for the purpose of exercising and performing its functions, carry on a business or trading activity.

23.5 If the Community Association carries on business or trading activity, then the Community Association:

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

23.6 If the Community Association suffers a net loss from carrying on its business or trading activities, then the Community Association must impose a levy on each member for a contribution to the sinking fund in order to meet the amount of the net loss.

Not Liable for Damage

23.7 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.

23.8 By-law 23.7 does not apply if, the damage loss or injury follows the negligence or fraud of the Community Association or any employee or agent of the Community Association.

Communications with Community Association

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

- (a) to the Managing Agent of the Community Association; or
- (b) if there is no Managing Agent, to the secretary of the Executive Committee.

DP270477

MANAGEMENT STATEMENT

DP270477

By Law 24. Obligations of Owners and Occupiers

Compliance with Requirements, Orders and Notices

24.1 An Owner or Occupier must comply on time with:

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

Contractors

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

Use

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

- (a) engage in indecent conduct or any entertainment of a demoralising character;
- (b) engage in any illegal conduct or activity; or
- (c) do anything that might damage the good reputation of the Community Scheme.

24.4 An Owner or Occupier must not, except with the approval of the Community Association:

- (a) roller blade;
- (b) skateboard; or
- (c) play basketball or any organised sport games
on Community Property or Subsidiary Body Property.

Permitted Persons

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

24.6 If an Owner or Occupier cannot comply with by-law 24.5, then that person must:

- (a) withdraw the consent of the person to be on the Community Parcel; and
- (b) request that person to leave the Community Parcel.

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

MANAGEMENT STATEMENT

DP270477

Lessees/Licensees

24.8 An Owner whose Lot is the subject of a lease or licence agreement must:

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

Things done at Owner's or Occupier's cost

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

By Law 25. Rules

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

25.2 The Rules must be consistent with:

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

25.3 The Rules bind an Owner, Occupier, mortgagee in possession of a Lot, lessee of a Lot, Permitted Person and each Subsidiary Body.

By Law 26. Community Management Services Agreement

Entry during Initial Period

26.1 The Community Association during the Initial Period intends to enter into an agreement.

26.2 The effect of the agreement is disclosed for the purposes of section 24(2)(a) of the Management Act in this by-law.

Parties

26.3 The parties to the agreement will be:

- (a) the Community Association; and
- (b) a person nominated by the Developer as Manager.

MANAGEMENT STATEMENT

DP270477

Term

26.4 The term of the agreement will be one year.

Duties

26.5 The duties of the Manager may include:

- (a) the usual administrative managing agent duties, including:
 - (1) convening and chairing meetings of the Community Association;
 - (2) the preparation and arrangement of insurance policies, valuations and renewals;
 - (3) the preparation and distribution of notices and minutes and the provision of secretarial services for general and extraordinary general meetings and Executive Committee meetings;
 - (4) the enforcement of the by-laws of the Community Association;
 - (5) the conduct of dispute resolution procedures;
 - (6) the provision of accounting services;
- (b) the supervision of the cleaning, caretaking, security, supervision, service, general repair and maintenance or renewal and replacement of:
 - (1) Community Property;
 - (2) Subsidiary Body Property use of which is restricted to the Community Association; or
 - (3) any personal property vested in the Community Association; and
- (c) any other matter, activity or thing which the Manager and the Community Association agrees is necessary or desirable for the operational and management of the Community Association.

Remuneration

26.6 The Manager's fee (net of disbursements such as including postage, copying, facsimiles etc.) is to be a fair market rate for the term of the agreement.

Assignment

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

Termination

26.8 The agreement may be terminated by the Community Association if the Manager:

- (a) assigns its interest in the agreement in breach of the assignment provisions;

MANAGEMENT STATEMENT

- (b) fails or neglects to carry out its duties after the Community Association gives it 30 days' notice of the failure or neglect; or
- (c) is guilty of gross misconduct or gross negligence in performance of its duties.

Additional Management Agreements

- 26.9 After the termination of the agreement, the Community Association is empowered to enter into agreements with third parties for the provision of services similar to or in addition to the duties of the Manager set out in by-law 26.5.

By Law 27. Services Contracts

Entry during Initial Period

- 27.1 During the Initial Period, the Community Association intends to:
- (a) enter into Service Contracts with one or more service providers; and
 - (b) take an assignment of the Service Contracts entered into by the Developer before the date of this Management Statement.

Disclosure of Terms

- 27.2 Each of the Service Contracts must be:
- (a) for a term of no greater than 3 years; and
 - (b) for a fee not exceeding the market fee for the relevant service.
- 27.3 The effect of the Service Contracts is disclosed in this by-law for the purposes of section 24(2)(a) of the Management Act.

Definitions

- 27.4 In this by-law 27:

"Service Contracts" means the contract or contracts entered into:

- (a) between the Community Association and one or more service providers; and
- (b) before the date of this Management Statement between the Developer and one or more service providers

for the provision of the following services:

- (c) garbage collection services in respect of the Community Parcel;
- (d) maintenance, replacement and repair and other services in relation to the Landscaped Areas or other Community Facilities;
- (e) maintenance, replacement and repair of Service Lines that are required to be maintained by the Community Association.

MANAGEMENT STATEMENT

DP270477

By Law 28. Maintenance of Verge Area

- 28.1 In this by-law, "Relevant Owners" means the Owners of Community Development Lots with front fences.
- 28.2 The Community Association must maintain the landscaping and turfed areas located between the kerb and the front fence located on the Relevant Owners lots (the 'Verge Area').
- 28.3 Each of the Relevant Owners must allow the Community Association to do anything reasonably necessary to maintain the Verge Area, including permitting the Community Association to enter onto the Community Development Lots of the Relevant Owners at reasonable times and remain there for reasonable periods of time for that purpose.

(a)

MANAGEMENT STATEMENT

DP270477

Part 5 By-laws required by Public Authorities

Amendment to by-laws

These by-laws have been made at the request of a public authority. These by-laws may only be amended or revoked:

(a) by a special resolution of the community association; and

(b) with the consent of the public authority

(See clause 4 schedule 3 Development Act).

By Law 29. Postal Deliveries

29.1 The Community Association must permit Australia Post and other providers of services to pass over the Open Access Ways on foot or with vehicles (and remain on the Community Parcel for reasonable periods of time) for the purposes of providing their services.

29.2 The Community Association releases Australia Post from any liability for damage or injury to the Open Access Ways caused or contributed to by Australia Post in exercising the rights granted in by-law 29.1 except to the extent that that damage or injury is caused or contributed to by the negligence of Australia Post.

29.3 This by-law may not be amended or revoked without the consent of Australia Post and this by-law operates as a covenant in favour of Australia Post.

By Law 30. Council Waste Collection

30.1 The Community Association must permit Council's waste contractors to do all things reasonably necessary and to enter, go, pass and re-pass over Community Property for the purpose of collection of waste, with or without vehicles or both.

30.2 The Community Association:

(a) indemnifies Council's waste contractors in respect of any damage to Open Access Ways in the collection of waste, except where such damage is caused by or contributed by the negligence of Council or Council's waste contractors; and

(b) if required by Council, shall enter into a Deed of Release and Indemnity to reflect the terms of this By-Law in terms satisfactory to Council.

30.3 This By-Law may only be amended or revoked with the consent of Council.

By Law 31. Maintenance of Traffic Island

31.1 The Community Association must regularly maintain the landscaping located on the traffic island closest to the roundabout in Macarthur Drive to the satisfaction of Council.

31.2 This By-Law may only be amended or revoked with the consent of Council.

MANAGEMENT STATEMENT

DP270477

By Law 32. Integral Energy

- 32.1** For the purpose of this by-law, the Road Lighting System includes all lighting equipment, underground cables, overhead power lines, pits, distribution pillars and cubicles, and is Community Property.
- 32.2** The Community Association will be responsible for the operation, maintenance and repair of the Road Lighting System.
- 32.3** The Community Association agrees that if the surface of the accessways does not support the heavy vehicles, machinery and materials necessary to maintain Integral Energy Australia's electrical equipment, the Association will be responsible for repairing any damage caused to the surface of the accessways during such maintenance. This provision applies despite any other easement to the contrary.

MANAGEMENT STATEMENT

DP270477

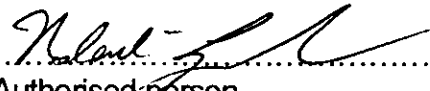
SIGNATURES, CONSENTS AND APPROVALS

DATED day of

Executed by

Executed by **Mirvac Homes (NSW)**)
Pty Limited by authority of the directors)
under s127 of the Corporations Act by:)

Mirvac Homes (NSW) Pty Limited
ABN 22 006 922 998
pursuant to S.127(1) of
the Corporations Act


.....
Authorised person

DIRECTOR
.....
Capacity

ROBERT LYNCH
.....
Name of authorised person


.....
Authorised person

SECRETARY
.....
Capacity

Michael G A Smith
.....
Name of authorised person

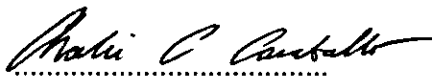
CERTIFICATE OF APPROVAL

It is certified that :

- (a) Liverpool City Council granted consent to Development Application Number 832/04; and
- (b) the terms and conditions of these by-laws are not inconsistent with that development as approved.

Date: 28/11/05

Signature of Council
authorised person


.....

REGISTERED



1.2.2006

TERMS OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY INFORMATION

MANAGEMENT STATEMENT

DP270477

SCHEDULE 1 ARCHITECTURAL STANDARDS

1. **External Structures**

External structures and fixtures (eg, garden shed, gazebos, ponds, pools) are not permitted if those external structures and fixtures are visible from Community Property.

2. **Roofs and Pergolas**

Sheeting or shading screens fixed to pergola structures are not permitted if those sheeting or shading screens are visible from Community Property.

3. **Security Screens**

Security screens and flyscreen doors or windows may be installed on dwellings. The security grill pattern must be simple and substantially similar to "Superscreen" style of screen provided by Elite Home Improvements of Australia Pty Ltd ACN 050 040 143. The colour of the frame of the security screen and flyscreen doors and windows must match the powdercoated finish of the window of the dwelling within that Lot as installed by the Developer.

The colour of the frame of any flyscreen attached to any window of a dwelling that is visible from the Community Property must match the colour of the window installed by the Developer and to which that flyscreen is attached.

4. **Community Landscaping**

Any replacement planting on Community Property must be consistent with the originally selected species of planting supplied and installed by the Developer on the Community Property.

5. **Private Gardens**

The Owner or Occupier of each Lot must maintain any garden within their Lot. If the garden of any Lot is visible from the Community Property, the Owner or Occupier must maintain the garden to the standard and style of garden installed within that Lot by the Developer and to the satisfaction of the Community Association.

Any replacement planting in gardens within a Lot and visible from Community Property must be consistent with the style, species and density of planting supplied and installed by the Developer in the Community Parcel and within lots surrounding the Community Parcel.

6. **Paving**

An Owner or Occupier must not install paving within that Owner or Occupier's Lot in addition to that paving installed by the Developer if that paving is in a position that is visible from Community Property.

Any new or replacement paving with a Lot must consistent with the colour, standard and quality as that installed within that Lot by the Developer.

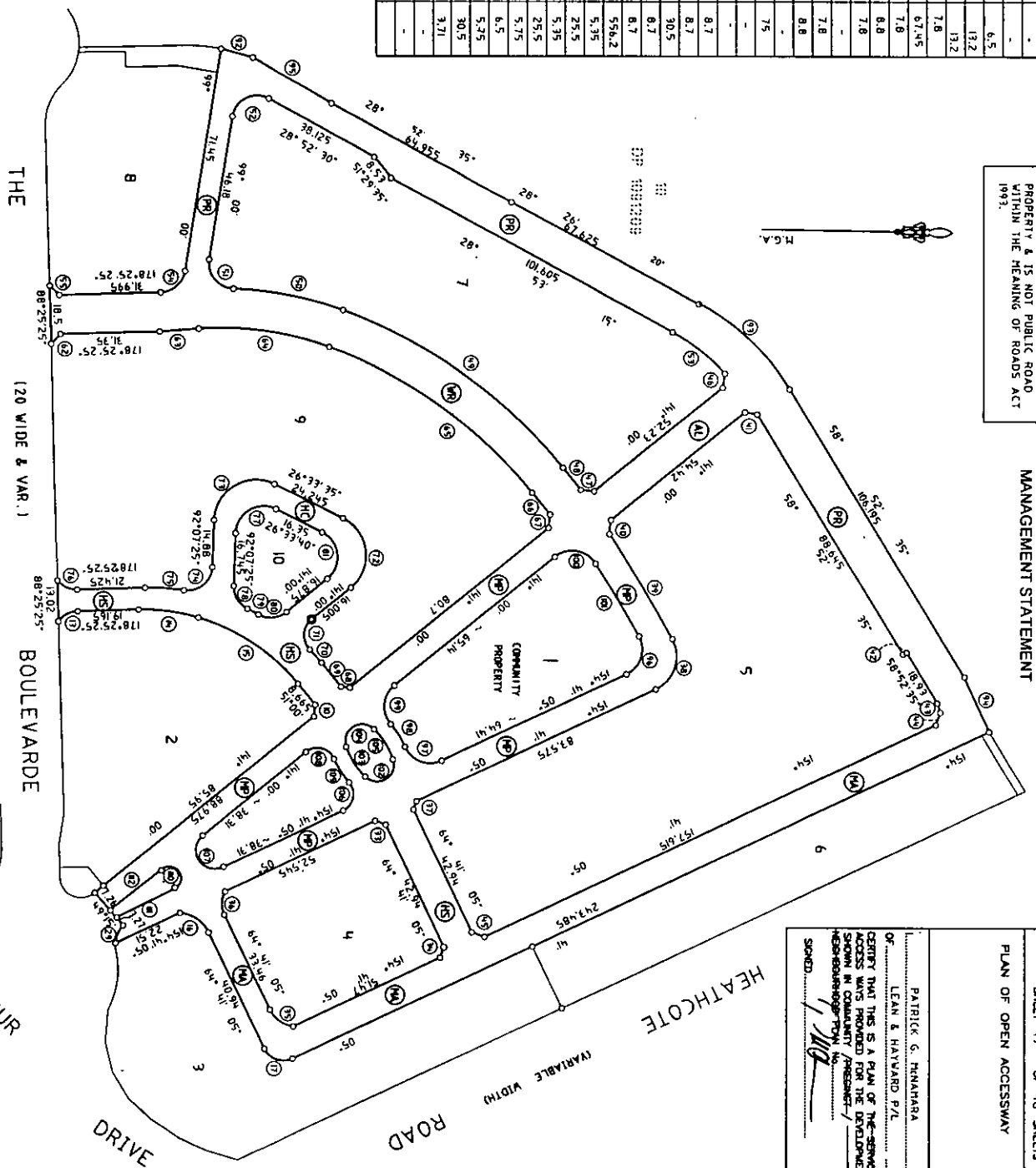
7. **Colour Schemes**

External colours and materials used on any dwelling or structure within a Lot must be consistent with the colour, quality and finish of the materials that applied as at the date of registration of the Community Plan.

No.	BEARING	DISTANCE	ARC	RADIUS
10	96°00'00"	3.75	-	-
11	332°05'55"	6.92	7.17	7.8
12	7°31'55"	18.975	19.055	60
13	33°48'35"	37.83	38.405	64
14	34°49'15"	10.955	11.465	11
15	199°41'05"	9.475	10.525	6.7
16	293°05'25"	6.15	6.215	10
17	19°41'05"	3.535	-	-
18	109°41'05"	3.535	-	-
19	215°43'45"	9.12	9.505	9.55
20	271°51'15"	7.305	7.585	8
21	109°41'05"	2.83	-	-
22	108°02'40"	16.72	18.72	11.5
23	59°25'00"	78.29	79.3	565.9
24	99°12'50"	4	-	-
25	9°56'20"	3.94	-	-
26	154°41'05"	1.305	-	-
27	71°49'30"	3.15	-	-
28	109°40'25"	4.245	-	-
29	19°41'25"	4.245	-	-
30	98°28'55"	4.48	-	-
31	6°00'00"	8.945	-	-
32	51°00'00"	8.945	-	-
33	95°40'55"	85.595	86.62	162
34	191°07'25"	35.33	35.48	110
35	2°30'28'30"	11.995	13.56	8
36	333°56'20"	12.77	14.96	7.8
37	382°23'20"	21.5	21.25	64
38	138°42'45"	10.225	11.09	8
39	4°32'52'5"	4.245	-	-
40	139°25'25"	4.245	-	-
41	175°43'	12.32	-	-
42	8°02'20"	41.945	41.95	97.5
43	35°40'55"	78.99	79.94	149.5
44	51°00'00"	8.945	-	-
45	96°00'00"	4.245	-	-
46	6°00'00"	2.83	-	-
47	51°00'00"	9.85	-	-
48	6°00'00"	2.83	-	-
49	154°41'05"	1.305	-	-
50	71°49'30"	3.15	-	-
51	109°40'25"	4.245	-	-
52	19°41'25"	4.245	-	-
53	98°28'55"	4.48	-	-
54	6°00'00"	8.945	-	-
55	51°00'00"	8.945	-	-
56	95°40'55"	85.595	86.62	162
57	191°07'25"	35.33	35.48	110
58	2°30'28'30"	11.995	13.56	8
59	333°56'20"	12.77	14.96	7.8
60	382°23'20"	21.5	21.25	64
61	138°42'45"	10.225	11.09	8
62	4°32'52'5"	4.245	-	-
63	139°25'25"	4.245	-	-
64	175°43'	12.32	-	-
65	8°02'20"	41.945	41.95	97.5
66	35°40'55"	78.99	79.94	149.5
67	51°00'00"	8.945	-	-
68	96°00'00"	4.245	-	-

No.	BEARING	DISTANCE	ARC	RADIUS
69	6°00'00"	2.83	-	-
70	51°00'00"	9.85	-	-
71	48°28'20"	5.625	-	-
72	271°28'50"	9.59	10.78	6.5
73	89°29'20"	22.12	26.23	13.2
74	329°03'00"	22.12	26.23	13.2
75	140°28'25"	11.655	13.155	7.8
76	9°37'30"	12.23	12.245	67.45
77	20°40'5"	6.9	7.15	7.8
78	329°20'35"	14.795	17.515	8.8
79	239°19'10"	8.45	8.93	7.8
80	208°10'20"	4.035	-	-
81	174°35'10"	6.63	9.145	7.8
82	83°46'55"	14.795	17.515	8.8
83	15°28'30"	10.395	-	-
84	43°39'30"	39.375	39.845	75
85	65°20'10"	19.555	-	-
86	30°04'25"	28.76	-	-
87	287°44'25"	12.715	14.255	8.7
88	200°16'35"	12.43	13.845	8.7
89	95°24'30"	12.43	13.845	8.7
90	57°50'30"	8.515	8.545	30.5
91	95°24'30"	12.43	13.845	8.7
92	9°31'00"	13.035	14.735	8.7
93	59°24'55"	26.81	26.815	556.2
94	167°49'40"	10.435	14.43	25.5
95	237°49'40"	10.435	14.43	25.5
96	327°49'40"	10.435	14.43	25.5
97	57°49'40"	11.235	11.33	25.5
98	282°05'00"	9.145	10.575	5.75
99	57°50'30"	12.905	18.87	6.5
100	139°35'00"	9.145	10.57	5.75
101	237°49'40"	8.935	8.945	30.5
102	57°49'40"	7.735	12.425	3.71
103	333°44'20"	20.51	-	-
104	327°44'00"	20.965	-	-

- OPEN ACCESSWAY KNOWN AS
MORNINGSIDE PARADE
(VAR. WIDTH)
- OPEN ACCESSWAY KNOWN AS
HOWDEN STREET
(6.9 WIDE, 10 WIDE & VAR.)
- OPEN ACCESSWAY KNOWN AS
MARGATE AVENUE
(6.9 WIDE, 9.2 WIDE & VAR.)
- OPEN ACCESSWAY KNOWN AS
PARKWOOD ROAD
(6.9 WIDE, 10.6 WIDE & VAR.)
- OPEN ACCESSWAY KNOWN AS
MENTON ROAD
(12.5 WIDE & VAR.)
- OPEN ACCESSWAY KNOWN AS
ACTON LANE
(10.5 WIDE)
- OPEN ACCESSWAY KNOWN AS
HAMLIN CIRCUIT
(6.9 WIDE & VAR.)



THIS PLAN ILLUSTRATES OPEN ACCESSWAY WHICH IS COMMUNITY PROPERTY & IS NOT PUBLIC ROAD WITHIN THE MEANING OF ROADS ACT 1993.

REGISTERED

DP270477

COMMUNITY PLAN

SHEET 47 OF 48 SHEETS

PLAN OF OPEN ACCESSWAY

PATRICK G. NAMAHARA SURVEYOR
OF
LEAN & HAYWARD P/L
CERTIFY THAT THIS IS A PLAN OF THE SERVICE WORKS/
ACCESS WAS PROVIDED FOR THE DEVELOPMENT
SHOWN IN COMMUNITY PRESENTATION
HEATHCOTE ROAD
SIGNED: *[Signature]*

MANAGEMENT STATEMENT

DP270477

SHEET 48 OF 48 SHEETS

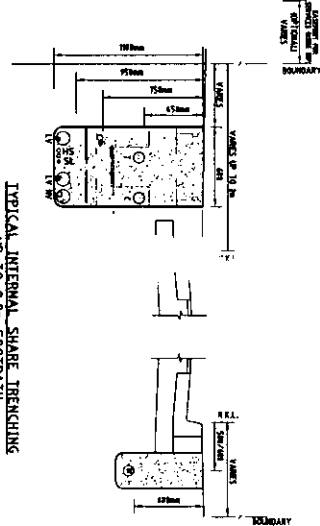
PLAN OF SERVICE WORKS AS EXECUTED
& TO BE EXECUTED.

REGISTERED
1.2.2006

PATRICK G. HANAMARA
SURVEYOR
CERTIFY THAT THIS IS A PLAN OF THE SERVICE WORKS
AS EXECUTED/SHOWN IN FIELD FOR THE
DEVELOPMENT SHOWN IN COMMUNITY
REGISTERED PLAN No. DP 270477

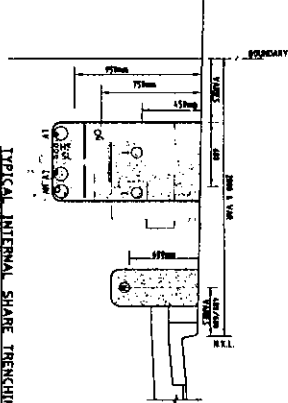
LEGEND

- | | |
|---------|------------|
| W-WATER | T-TELSTRA |
| G-GAS | C-CABLE TV |
| A | C G T |
| G | G T |
| E | C T |
| D | C |
| V | V |
| B | G W |



TYPICAL INTERNAL SHARE TRENCHING
UP TO 2.0m DEPTH
N.T.S.

LV LOW VOLTAGE
HV HIGH VOLTAGE
SL STREET LIGHT
HS HOUSE SERVICES
NB: ELECTRICITY SERVICES SHOWN FOR
INFORMATION ONLY.



TYPICAL INTERNAL SHARE TRENCHING
2.0m MINIMUM FOOTPATH
N.T.S.

REDUCTION RATIO 1:1000

AMENDMENT OF MANAGEMENT STATEMENT

New South Wales

Section 39

Community Land Development Act 1991

DP 270477
**Management Statement
Annexure 'A' Sheet 1 of 3**

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

1/270477

(B) **LODGED BY**

Document Collection Box 38U	Name, Address or DX, Telephone, and LLPN if any LLPN: 1230407 PROPERTY SERVICES DX 1230407 DNEY 02 5210 0993	CODE CS
Reference: STRATA - 4971105		

(C) **APPLICANT**

Community Association	Deposited Plan No. 270477
-----------------------	---------------------------

(D)

The applicant certifies that by a special resolution passed on 22 August 2007 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 15A as fully set out below
----------	-------------------------------------

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

See attached

(G) The common seal of the Community association deposited plan 270477 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: Stephen Pettit

Date: 28 September 2007



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

0612

Page 1 of 3

DEPARTMENT OF LANDS
LAND AND PROPERTY INFORMATION DIVISION

REGISTERED



22 - 10 - 2007

NC1



A handwritten signature in black ink, appearing to be 'Nelson Att'. It is written over the 'Seal of Association'.

DP 270477
Management Statement
Annexure 'A' Sheet 2 of 3

By Law 15A. Fostel Service

15A.1 Definitions

In this By-law:

"Community Fostel Agreement" means an agreement between Fostel and the Community Association for the provision of the Community Fostel Equipment;

"Community Fostel Equipment" means the equipment necessary to receive Fostel's services including, but not limited to the satellite receiving dish, backbone, laterals and incidental cabling;

"Fostel" means Fostel Management Pty Limited (ACN 068 671 938) on behalf of the Fostel Partnership of 5 Thomas Holt Drive, North Ryde;

Fostel Service means the provision of subscription television programming packages and other services by Fostel.

15A.2 Provision of Fostel Service

- (a) An Owner or Occupier must enter into an agreement with Fostel for provision of the Fostel Service.
- (b) An Owner or Occupier is responsible for all charges payable under any agreement for provision of the Fostel Service.

15A.3 Community Association Obligations

- (a) The Community Association owns the Community Fostel Equipment.
- (b) Fostel require the Community Association to enter into an agreement with:
 - (i) Fostel for the provision of the Community Fostel Equipment; and
 - (ii) A maintenance and repair contract with a supplier to provide a fault repair service and preventative maintenance work to the Community Fostel Equipment.
- (c) By-law 6 applies to the Community Fostel Equipment.
- (d) Under the terms of the Fostel agreement, Fostel will charge the Community Association a service call fee if an Owner or Occupier requests Fostel attend the Community Scheme for a fault that is identified as a fault of the Community Fostel Equipment.

15A.4 Owner and Occupier Obligations

- (a) An Owner or Occupier must comply with:
 - (i) the terms of By-law 6 of this Community Management Statement as to the Community Fostel Equipment; and

DP 270477
Management Statement
Annexure 'A' Sheet 3 of 3

AE907904 BY-LAW 15B
ADDED. SEE ANNEXURE
"B"



28.10.2009

- (ii) any directions of the Community Association in relation to the Foxtel Agreement and the maintenance and repair contract entered into by the Community Association.
- (b) An Owner or Occupier must report any fault to the Foxtel Service to the party notified by the Community Association as the supplier of the fault and repair service.
- (c) An Owner or Occupier will be responsible for any fee imposed by Foxtel on the Community Association under the Community Foxtel Agreement due to a request by an Owner or Occupier for a service call from Foxtel which fault is identified as a fault of the Community Foxtel Equipment.



REGISTERED



22 - 10 - 2007

DP 270477
Management Statement
Annexure 'B' Sheet 1 of 3

Form: 21CSM
 Release: 2.1
 www.lands.nsw.gov.au

AMENDMENT OF
MANAGEMENT STATEMENT
 New South Wales
 Section 39
 Community Land Development Act 1989

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

1/270477

(B) **LODGED BY**

Document Collection Box 39U	Name, Address or DX, Telephone, and LLPN if any LLPN: ESPREON 123840P PROPERTY SERVICES DX 885 SYDNEY Reference: 02 9210 0993 <i>Strata-14005607</i>	CODE CM CS
---	--	------------------------------------

(C) **APPLICANT**

Community Association	Deposited Plan No. 270477
-----------------------	---------------------------

(D) The applicant certifies that by a special resolution passed on 04 July 2009 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 15B as fully set out below
----------	-------------------------------------

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

See attached



(G) The common seal of the Community association deposited plan 270477 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:

Handwritten signature

Name of witness: Stephen Pettit

Date: 12 August 2009

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
 0612

REGISTERED



28.10.2009

DP 270477
Management Statement
Annexure 'B' Sheet 2 of 3

BY-LAW 15B - RECOVERY EXPENSESES

1. An Owner must pay contributions levied under this Management Statement ("MS") in addition to contributions levied under the Community Land Management Act 1989 ("CLMA").
2. In addition to any other amount which the Community Association is entitled to recover from an owner pursuant to the CLMA or the MS, it is also entitled to recover from an owner as a debt all expenses incurred in:
 - (a) Recovering any amount which the Community Association is entitled to recover from an owner pursuant to the CLMA, the Community Land Development Act ("CLDA"), any other act or regulation or the MS;
 - (b) Recovering the expenses of the Community Association incurred in any recovery of the expenses of the Community Association pursuant to this by-law; or
 - (c) Connection with the contemplated or actual enforcement or preservation of any rights under the MS in relation to the owner or occupier.
3. Without limiting the generality of sub-paragraph 1 the Community Association shall be entitled to recover from an owner as an expense:
 - (a) any fees charged or disbursements incurred by its managing agent for sending account reminders, arranging any work the cost of which is recoverable as a debt from an owner, instructing third parties in the collection of any amount due, calling, conducting or attending any meeting predominantly related to the recovery of an amount due by any owner and preparing and giving evidence in any proceedings for collection of any amount due by any owner;
the costs and disbursements of any solicitor incurred by the Community Association in the recovery of any amount due, on an indemnity basis;
the costs of any inquiries made to ascertain the whereabouts of the owner or made in relation to the owner, any property of the owner or any one associated or reasonably thought to be associated with the owner; and
 - (d) any goods and services tax payable by the Community Association on any expense recoverable from an owner.
4. Any expense of the Community Association which is recoverable from an owner pursuant to this by-law shall become due and payable at such time as the Community Association becomes liable to pay that expense.
5. Any amount which the Community Association is entitled to recover from an owner pursuant to the CLDA, CLMA, any other act or regulation or these by-laws, other than contributions levied by the Community Association and interest thereon, shall



DP 270477
Management Statement
Annexure 'B' Sheet 3 of 3

bear simple interest from the date on which the amount becomes due and payable until the date it is paid at the same annual rate of interest as charged on contributions levied by the Community Association from time to time.

6. Notwithstanding any direction by an owner to the contrary, the Community Association shall be entitled, in its absolute discretion, to set off any monies received from an owner against any amount due by that owner to the Community Association.
7. Any statement issued by the Community Association or the managing agent of the Community Association stating the amounts recoverable by the Community Association from any owner and the amount of interest due thereon, will be prima facie evidence of the matters set out therein.



REGISTERED



28.10.2009

Form: 21CSM
 Release: 2.2
 www.lpma.nsw.gov.au

AMENDMENT OF MANAGEMENT STATEMENT

New South Wales
 Section 39
 Community Land Development

DP 270477
 MANAGEMENT STATEMENT
 ANNEXURE 'C'
 Sheet 1 of 1 Sheets

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	1/270477		
(B) LODGED BY	Document Collection Box <i>1W</i>	Name, Address or DX, Telephone, and Customer Account Number if any Strata Master Pty Ltd DX 21711 Neutral Bay Reference: 270477	CODE CS
(C) APPLICANT	Community Association	Deposited Plan No. 270477	
(D)	The applicant certifies that by a unanimous resolution passed on 14 August 2010 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:		
(E) BY-LAWS	Repealed 3.5	Added 3.5A	as fully set out below
(F) TEXT OF ADDED BY-LAW	<p>3.5A Transmitting and Receiving Devices</p> <p>(a) An Owner or Occupier or a Subsidiary Body must not construct, install or maintain on or in a Lot, Community Property or Subsidiary Property any television, radio or other aerial antenna, dish or tower or any other transmitting or receiving device, without first obtaining the written consent of the Executive Committee.</p> <p>(b) Subject to By-law 3.5A(a) the Executive Committee must not grant its consent to any plans or specifications that include the installation of any television, radio or other aerial antenna, dish or tower or other transmitting device if that device can be seen from Community Property, from Subsidiary Property or from ground level anywhere outside the Lot.</p>		



(G) The common seal of the Community association deposited plan 270477 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:

Stephen Pettit

Name of witness: Stephen Pettit

Date: 14 October 2010

REGISTERED



26/10/2010