

Approved Form 28

COMMUNITY LAND DEVELOPMENT ACT 2021
COMMUNITY LAND MANAGEMENT ACT 2021

**COMMUNITY MANAGEMENT STATEMENT
FOR WOODBURY RIDGE ESTATE, 2090 SUTTON ROAD, SUTTON NSW 2620
DP271494**

WARNING

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

Draft

TABLE OF CONTENTS

DEFINITIONS AND INTERPRETATION	4
PART 1	10
BY-LAWS FIXING DETAILS OF DEVELOPMENT.....	10
2 Nature of a community management statement	10
3 Structure of this management statement	10
4 Compliance with this management statement	11
5 Works on Community Parcel	11
6 Architectural and landscape Guidelines.....	12
7 Essence and Theme of the Community Scheme.....	12
PART 2	14
RESTRICTED COMMUNITY PROPERTY	14
8 Developer's Restricted Community Property.....	14
9 Restricted Community Property generally	15
PART 3	17
MANDATORY MATTERS.....	17
10 Open Access Ways or Private Access Ways	17
11 Permitted Uses and Special Facilities on the Community Property.....	17
12 Interference with and damage to property	19
13 Obligations in respect of Community Property	20
14 Garbage.....	20
15 Internal Fencing.....	21
16 Services (including water, sewerage, drainage, gas, electricity, telephone or other services).....	22
17 Insurance.....	23
18 Amounts payable by Owners.....	24
19 The Association Committee and its officers.....	24
20 Meetings of Association Committee.....	26
21 Agreements by Community Association	28
PART 4	30
OPTIONAL MATTERS	30
22 Building Envelope	30
23 Alternative Forms of Accommodation.....	30
24 Behaviour of Owners, Occupiers and others	30
25 Signs	31
26 Responsibility of Owners and Occupiers for others	32
27 Maintenance.....	33
28 Compliance with laws.....	33
29 Community Association communications	33
30 Instruction of agents, etc of Community Association.....	34
31 Things required to be done are at Owner's or Occupier's cost.....	34
32 Fire Control.....	34
33 Security rights and obligations of Community Association	34
34 Parking	35
35 Animals	35
36 Water Management.....	38

37	Drainage.....	39
38	Rules.....	40
39	General powers of Community Association.....	40
40	Responsibility for damage.....	40
41	Business or trading activity and memberships of Community Association	40
PART 5		42
BY-LAWS REQUIRED BY AUTHORITIES.....		42
42	Biodiversity Certification Agreement.....	42
43	Biodiversity Stewardship Agreement.....	42
44	Vegetation Management Areas	43
45	Fire trail.....	43
46	Reticulated Bore System.....	43
PART 6		45
CONCEPT PLAN		45
ANNEXURE B – Fencing Plan.....		47
ANNEXURE C – Architectural and Landscape Guidelines		48
ANNEXURE D – Biodiversity Management Plan.....		49
ANNEXURE E – Subdivision Layout Plan.....		50

Draft

DEFINITIONS AND INTERPRETATION

1.1 In this management statement a word or expression has the meaning given to it by a definition in the Management Act if it is:

- (a) defined in the Management Act; and
- (b) used but not defined in this management statement.

1.2 In this management statement unless the context clearly indicates otherwise:

Agricultural Animals means cattle, sheep, goats, horses and alpacas.

Architectural and Landscape Guidelines means the architectural and landscape guidelines for the Community Development Lots attached to this management statement at Annexure C;

Association Committee means the association committee of the Community Association as constituted or elected under this management statement and the Management Act;

Authority means a governmental or semi-governmental administrative, fiscal or judicial department or entity, a statutory agency or authority or the Council;

Avoided Land means the land shown in green on the map in Schedule 1a of the Biodiversity Certification Agreement;

Biodiversity Certification has the meaning given to it in section 8.2 of the *Biodiversity Conservation Act 2016* (NSW);

Biodiversity Certification Agreement means the biodiversity certification agreement entered into by Robyn Janette Holden, Peter Wayne Cartwright, William Paul Cartwright and the Minister for Environment and Heritage dated 6 April 2022, as varied from time to time;

Biodiversity Management Plan has the meaning given to it in the Biodiversity Certification Agreement and is attached to this management statement at Annexure D;

Biodiversity Stewardship Agreement has the meaning given to it in section 1.6 of the *Biodiversity Conservation Act 2016* (NSW);

Building Envelope means the part of a Lot identified as a permitted building zone in the Subdivision Layout Plan;

Communal Parkland Space means that part of the Community Property that is bounded by lots 15 to 20 inclusive in the Community Plan and the road reserve connected to Guise Street;

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

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

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

Community Facility means any facility on Community Property that is restricted to the Community Association and which determined by the Community Association to be a Community Facility;

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

Community Plan means the community plan with which this management statement is registered being DP271494;

Community Property means lot 1 in the Community Plan;

Community Scheme means the community scheme created on registration of the Community Plan;

Concept Plan means the concept plan (in 1 sheet(s)) attached to this management statement;

Council means Yass Valley Council;

Developer means Capital Plus 1 Woodbury Ridge Pty Ltd (ACN 650 185 407) and Kenyon Services Pty Limited (ACN 151 809 406);

Developer's Area means the whole of the Community Property but excluding the open access ways forming part of the Community Property;

Developer's Restricted Community Property has the meaning given to it in by-law 8 and includes any part of the Developer's Area from time to time as required by the Developer, all of which parts are identified as such on the Concept Plan;

Development Act means the *Community Land Development Act 2021* (NSW);

Development Activities means anything to be done in connection with development in the Community Parcel as from time to time determined by the Developer or an Authority, including:

- (a) any form of demolition work, excavation work, landscaping work (including bank stabilisation and vegetation regeneration work) and building work;
- (b) the subdivision, conversion, severance and dedication of land forming part of the Community Parcel; and
- (c) Selling and Leasing Activities;

Development Period means the period:

- (a) commencing on the date of registration of this management statement; and
- (b) expiring on the date that is 2 years after the day the Developer no longer owns a Lot;

Domestic Animals means cats, dogs, chickens, geese, ducks and Other Animals;

Fencing Plan means the plan attached to this management statement at Annexure B;

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

Heavy Vehicle means:

- (a) a vehicle of a size reasonably necessary for moving; or
- (b) vehicular construction equipment of any type,

which must be no greater than 3m in width and must not have a gross vehicle mass of over 2 tonnes;

Hilltop Lots means lots 21- 29 and 31-53 inclusive in the Community Plan;

Law means the law in force from time to time of the Commonwealth of Australia, the State or the municipality in which the Community Parcel is located, including:

- (c) legislation, ordinances, regulations and by-laws;
- (d) public rulings, rules, determinations or orders made under legislation, ordinances, regulations or by-laws; and
- (e) the common law and equity,

and includes any modification or re-enactment of or substitution for them;

Lot means a Community Development Lot within the Community Parcel;

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

Management Act means the *Community Land Management Act 2021* (NSW);

Managing Agent means an agent appointed under section 53 of the Management Act;

Noticeboard means the noticeboard of the Community Association which may be located within a Community Facility and also comprise an electronic noticeboard via a website;

Occupier means the lessee, licensee or occupier of a Lot;

Other Animals means fish, lizards and other animals typically housed in an indoor aquarium, terrarium or aviary;

Overstorey Area means those parts of the Community Parcel that are specified as "Groundstorey Impact Only" areas on the map in Schedule 1b of the Biodiversity Certification Agreement;

Owner means:

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

of a Lot;

Permitted Person means a person in the Community Parcel with the express or implied consent of an Owner or Occupier, the Community Association and, where the context permits, the general public;

Pest Control Order means a pest control order listed on the NSW Department of Primary Industries website;

Private Service means a Service that is not provided by an Authority;

Restricted Community Property By-law means a by-law the effect of which is that the use of a part of Community Property identified in the by-law is restricted to an Owner or the Developer;

Restricted Use Rights in relation to Community Property means the rights created by a Restricted Community Property By-law;

Riverside Lots means lots 2 and 55- 64 inclusive in the Community Plan;

Rules has the meaning given to it in by-law 36;

Selling and Leasing Activities means activities relating to the sale, including sale by auction, and leasing of Lots, the promotion of the Community Scheme and all ancillary activities;

Service includes:

- (a) non-potable water and electricity supply;
- (b) a telephone and computer data / high speed internet service;
- (c) a television and radio service;
- (d) a system for removal of stormwater;
- (e) a ventilation system;
- (f) a fire safety or control system;
- (g) a security system; and
- (h) any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety, of the Lots;

Service Line means the structures, machinery, equipment and things in the Community Parcel for the purposes of providing or facilitating the provision of a Service including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a Service is or is to be provided or its provision is to be facilitated;

Service Provider means a person that provides a Service;

Stewardship Lots means lots 3,4, 30 and 54 in the Community Plan;

Subdivision Layout Plan means the plan attached to this management statement at Annexure D;

Towable Item includes a boat, trailer, caravan, tractor, horsefloat or any other towable item;

Vegetation Management Areas means the areas identified in the Vegetation Management Plan;

Vegetation Management Plan means the plan attached to this management statement at Annexure A;

Vehicle includes a car, truck, motorbike, quad bike or utility vehicle; and

Works includes:

- (a) the erection of a new structure;

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

in the Community Parcel but excludes:

- (d) Development Activities; and
- (e) changing the interior of an existing building in a Lot.

1.3 In this management statement unless the context clearly indicates otherwise:

- (a) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown, the Community Association and any other organisation or legal entity;
- (b) **including** and **includes** are not words of limitation;
- (c) the words **at any time** mean at any time and from time to time;
- (d) the word **vary** includes add to, delete from and cancel;
- (e) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this management statement;
- (f) a reference to a natural person includes their personal representatives, successors, and assigns;
- (g) a reference to a corporation includes its successors and assigns;
- (h) a reference to a document is a reference to a document of any kind, including a plan;
- (i) a reference to a body or Authority that ceases to exist is, unless otherwise prescribed by law, a reference to a body or Authority having substantially the same objects as the named body or Authority;
- (j) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (k) a reference to a time is to that time in Sydney;
- (l) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (m) a requirement to do any thing includes a requirement to cause that thing to be done;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) the singular includes the plural and vice-versa; and

- (p) words importing one gender include all other genders.
- 1.4 By-law headings and the Table of Contents are inserted for convenience and do not affect the interpretation of this management statement.
- 1.5 If the whole or any part of a provision of a by-law is void, unenforceable or illegal:
- (a) it is severed; and
 - (b) the remainder of these by-laws have full force and effect.
- This by-law has no effect if the severance alters the basic nature of this management statement or is contrary to public policy.
- 1.6 The Community Association may exercise a right, power or remedy:
- (a) at its discretion; and
 - (b) separately or concurrently with another right, power or remedy.
- 1.7 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.
- 1.8 Failure by the Community Association to exercise or delay by the Community Association in exercising a right, power or remedy does not prevent its exercise later.
- 1.9 Any notice, demand, consent, approval, request or communication under this management statement must be in writing.
- 1.10 Unless a by-law states otherwise, approval by the Community Association under this management statement may be given by:
- (a) the Community Association at a general meeting; or
 - (b) the Association Committee at a meeting of the Association Committee.
- 1.11 The Community Association and the Association Committee may impose conditions if they give an approval under this management statement.

PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

These by-laws relate to the management, administration, control, use or enjoyment of lots in an association scheme or the association property and to the control or preservation of the essence or theme of the community scheme. (see section 128 Community Land Management Act 2021).

2 NATURE OF A COMMUNITY MANAGEMENT STATEMENT

2.1 A community management statement is a set of by-laws and plans that regulate the management and operation of a community scheme.

2.2 This management statement:

- (a) confers rights and imposes obligations on the Community Association and on the Owners and Occupiers of Community Development Lots; and
- (b) contains procedures about meetings, financial management and the Maintenance of Community Property.

3 STRUCTURE OF THIS MANAGEMENT STATEMENT

This management statement has 6 parts:

Part 1	This community management statement	By-laws 2 to 4 are about the purpose of this management statement and how it works.
	Works within the Community Parcel	By-law 5 is about the procedures to be followed before Works are carried out within the Community Parcel.
Part 2	Restricted Community Property	By-laws about Restricted Community Property are in this Part 2.
Part 3	Mandatory matters	By-laws about many matters including access ways, Community Property, fencing, Garbage, Services, insurance and the Association Committee are in this Part 3.
Part 4	Optional matters	By-laws about many matters including obligations and requirements of the Community Association, Owners and Occupiers, security, trading activity, parking, signs and agreements which may be entered into.

Part 5	By-laws required by Authorities	By-laws required by Authorities.
Part 6	Plans	This part comprises the plans forming part of this management statement.

4 COMPLIANCE WITH THIS MANAGEMENT STATEMENT

The Community Association and each Owner and Occupier must comply with this management statement.

5 WORKS ON COMMUNITY PARCEL

5.1 Any Works to be carried out on the Community Parcel must, where applicable, have the necessary approval or consents of an Authority.

5.2 A person who carries out Works must:

- (a) ensure that:
 - (i) the Works are carried out in a proper and workmanlike manner;
 - (ii) the Works are carried out to the reasonable satisfaction of any relevant Authority; and
 - (iii) there is no interruption of any Service or damage to Services or Service Lines in the Community Parcel;
- (b) repair any damage caused to any part of the Community Parcel as a result of the Works; and
- (c) hold all licences and effect all insurance required by law.

5.3 An Owner must complete the landscaping on their Lot, in compliance with the Architectural and Landscape Guidelines within 6 months of practical completion of Works to erect a residential structure on their Lot.

5.4 Despite by-law 5.1 and whilst the Developer owns any Lot, the Developer, has all rights necessary to carry out the Development Activities, including:

- (a) the right to carry out the Development Activities in stages on any part of the Community Parcel; and
- (b) the right to use Developer's Restricted Community Property and any part of it in connection with the Development Activities.

5.5 Nothing in this by-law 5:

- (a) affects the rights of the Developer to carry out Development Activities; or

- (b) imposes an obligation on the Developer to obtain approval under this by-law 5 for the purposes of carrying out Development Activities.

6 ARCHITECTURAL AND LANDSCAPE GUIDELINES

6.1 The Architectural and Landscape Guidelines contain rules on matters in connection with the external appearance of improvements in the Community Development Lots.

6.2 Unless otherwise stated in this management statement, the Architectural and Landscape Guidelines bind:

- (a) the Community Association; and
- (b) each Owner and Occupier of a Lot,

and does not bind the Developer.

6.3 The Architectural and Landscape Guidelines may be replaced or amended by:

- (a) the Developer in the manner contemplated by communicating those changes in writing to the Community Association no later than 15 business days before the date the changes take effect;
- (b) the Community Association if:
 - (i) the changes are consistent with the essence and theme of the Community Scheme, including the design intention described at by-law 7.1;
 - (ii) the changes are approved in a general meeting of the Community Association by special resolution; and
 - (iii) during the Development Period, the Developer has consented in writing,

and the Community Association must deliver a copy of the amendments within a reasonable time after the changes are made to each Owner of a Lot.

7 ESSENCE AND THEME OF THE COMMUNITY SCHEME

7.1 Woodbury Ridge Estate is designed as:

- (a) a rural residential housing estate with the benefit of the surrounding Sutton Village in the Southern Tablelands Region; and
- (b) an exemplary ecologically sensitive development in which the development footprint has been designed to minimise impacts on land with biodiversity values.

7.2 The Community Association and each Owner and Occupier must ensure that any variations to the by-laws of this management scheme are consistent with the essence and theme of the Community Scheme, including the design intention described at by-law 7.1.

- 7.3 For the purposes of complying with by-law 7.2, the Owner or Occupier of a Lot must ensure that the Lot is not used for any purposes other than a residential purpose, which may include a home business purpose.

Draft

PART 2

RESTRICTED COMMUNITY PROPERTY

These by-laws may only be amended after the expiry of the initial period by a special resolution and with the written consent of each person entitled by the by-law to use the restricted property (see section 135 Community Land Management Act 2021).

8 DEVELOPER'S RESTRICTED COMMUNITY PROPERTY

8.1 This by-law 8 is a Restricted Community Property By-law. The Community Association can vary it only by special resolution and, while the Developer owns any Lot, with the consent of the Developer.

8.2 To enable and assist the carrying out of Development Activities, use of the Developer's Area and Service Lines associated with Private Services (**Developer's Restricted Community Property**) is restricted to the Developer on the terms set out in this by-law 8. The Developer has the benefit of the Restricted Use Rights set out in this by-law 8 being the right at any time:

- (a) to:
 - (i) unrestricted access by all means and at all times (including parking Vehicles and leaving equipment and building materials) to and over Developer's Restricted Community Property;
 - (ii) place in or attach to Developer's Restricted Community Property temporary structures;
 - (iii) carry out landscaping works on the Developer's Restricted Community Property;
 - (iv) install, alter and connect Services in Developer's Restricted Community Property;
 - (v) lock or secure parts of Developer's Restricted Community Property provided that the secretary of the Community Association is given a key for the locked or secured area; and
- (b) to temporarily part with possession of the Developer's Restricted Community Property and to authorise any person to whom possession has been granted to exercise the Developer's rights under by-law 8.2(a) with such possession to cease no later than the date the rights of the Developer under this by-law 8 have ended.

8.3 Unless the rights of the Developer under this by-law 8 have ended for a part or the whole of Developer's Restricted Community Property no other person except the Developer can have Restricted Use Rights in respect of that part or the whole of Developer's Restricted Community Property.

8.4 Nothing in this management statement binds the Developer so that the Developer, may be hindered in or prevented from exercising its rights under this by-law 8.

8.5 Despite the grant of the Restricted Use Rights, the Community Association must Maintain the Community Property.

- 8.6 The Developer must:
- (a) take reasonable steps to minimise disturbance to Owners and Occupiers as a result of the carrying out of the Development Activities in Developer's Restricted Community Property;
 - (b) repair any damage to Developer's Restricted Community Property caused by the exercise of the rights of the Developer under this by-law 8; and
 - (c) leave the Developer's Restricted Community Property clean and tidy after Development Activities are finished.
- 8.7 For the purposes of compliance with clause 11 of schedule 2 of the Development Act it is noted that there are no matters for inclusion in this by-law 8 relating to the determination, imposition and collection of levies on the Developer.
- 8.8 The Restricted Use Rights of the Developer under this by-law 8:
- (a) for any part of the Developer's Restricted Community Property, end when the Developer gives a notice to the Community Association that the part is no longer required in connection with Development Activities; and
 - (b) for all of the Developer's Restricted Community Property, end when the Developer gives a notice to the Community Association that no part is required in connection with Development Activities.
- 8.9 On giving a notice to the Community Association under by-law 8.8(a) or by-law 8.8(b) the Developer's Restricted Community Property, or the relevant part of it as the case may be, ceases to be classified as such.
- 8.10 Despite by-law 8.8, this by-law 8 ceases to be in force on the day the Developer ceases carrying out Development Activities on the Community Parcel.

9 RESTRICTED COMMUNITY PROPERTY GENERALLY

- 9.1 The purpose of this by-law 9 is to provide for the coming into existence of Restricted Community Property after the registration of the Community Plan.
- 9.2 In addition to its powers under the Management Act, but subject to section 25 of that Act and elsewhere in this management statement, the Community Association has the power under this by-law 9 to make Restricted Community Property By-laws.
- 9.3 Whilst the Developer is the proprietor of a Lot, if the Developer wants the Community Association to make a Restricted Community Property By-law, it must give a notice in that regard to the Community Association and the Community Association must make a Restricted Community Property By-law in accordance with that notice.
- 9.4 If the Developer gives a notice referred to in by-law 9.3, it must include with that notice the following:
- (a) details of all matters that must be included in a Restricted Community Property By-law in order for the by-law to comply with clause 11 of schedule 2 of the Development Act;

- (b) details of all other terms that the Developer believes should be included in the Restricted Community Property By-law;
- (c) a plan showing the part of Community Property in respect of which the Community Association is to make the Restricted Community Property By-law;
- (d) the consent of the person intended to have the benefit of the Restricted Use Rights; and
- (e) confirmation that the creation of the Restricted Use Rights is in connection with the carrying out of the Development Activities.

9.5 The Community Association can vary this by-law 9 only by special resolution and, while the Developer owns any Lot, with the consent of the Developer.

9.6 The Community Association and the person having the benefit of the Restricted Use Rights can at any time agree to vary those rights as to:

- (a) the extent to which that person has the responsibility to control, manage and Maintain the relevant Restricted Community Property; and
- (b) the amount (if any) to be reimbursed to the Community Association for the costs it incurs in connection with the relevant Restricted Community Property.

9.7 The Community Association can only vary an existing by-law affecting Restricted Community Property by special resolution and with the consent of the person with the benefit of the Restricted Use Rights.

PART 3

MANDATORY MATTERS

10 OPEN ACCESS WAYS OR PRIVATE ACCESS WAYS

- 10.1 There are no open access ways forming part of the Community Property as contemplated under section 41(1) of the Development Act.
- 10.2 There are no private access ways forming part of the Community Property as contemplated under section 41(2) of the Development Act.

11 PERMITTED USES AND SPECIAL FACILITIES ON THE COMMUNITY PROPERTY

Communal Parkland Space

11.1 In this by-law 11:

- (a) **Barbeque Facilities** means the designated barbeque area, adjacent sinks and benchtop space located in the Communal Parkland Space;
- (b) **Communal Open Space** means that part of the Community Property that is:
- (i) bounded by lots 38, 39, 49 and 50 in the Community Plan; and
 - (ii) bounded by lots 4, 26 and 27 in the Community Plan;
- (c) **Communal Parkland Facilities** means the facilities located within the Communal Parkland Space, including the play area, basketball court, play equipment, Barbeque Facilities, shade structure, seating and Pedestrian Paths;
- (d) **Riverside Corridor** means that part of the Community Property that is bounded by the Yass River and lots 58, 59 and 60 in the Community Plan; and
- (e) **Pedestrian Paths** means all paved and unpaved paths and walking trails for pedestrian use.

11.2 When using the Communal Parkland Space and Communal Parkland Facilities, Owners and Occupiers must:

- (a) comply with this by-law 11 and any Rules made by the Community Association regulating the use of the Communal Parkland Space and Communal Parkland Facilities;
- (b) only access and use the Communal Parkland Facilities during the hours between 7.00am and 10.00pm daily or otherwise determined by the Community Association in its absolute discretion;
- (c) keep clean and tidy the Communal Parkland Space and Communal Parkland Facilities;
- (d) promptly notify the Community Association of any damage to the Communal Parkland Space or of any damaged or malfunctioning Communal Parkland Facilities;

- (e) accompany their invitees at all times within the Communal Parkland Space;
- (f) use the Communal Parkland Space and Communal Parkland Facilities at their own risk; and
- (g) not:
 - (i) permit any child under the age of 10 years into the Communal Parkland Space unless accompanied by an adult exercising effective control; or
 - (ii) engage in noisy or hazardous activities or play loud music in the Communal Parkland Space;
 - (iii) remove any trees, plants or flowers located in the Communal Parkland Space;
 - (iv) engage in, or allow their invitees to engage in, intoxicated or disorderly behaviour;
 - (v) bring any flammable materials other than gas bottles and portable barbeques into the Communal Parkland Space;
 - (vi) smoke in the Communal Parkland Space; or
 - (vii) do any thing which may interfere with the settings or positioning of the Communal Parkland Facilities set up by the Community Association without the Community Association's written consent.

11.3 When using the Barbeque Facilities, Owners and Occupiers must:

- (a) ensure the Barbeque Facilities are cleaned after use; and
- (b) not permit any child under the age of 16 years to operate or be in close proximity to the Barbeque Facilities unless supervised by an adult exercising effective control.

Communal Open Space and Riverside Corridor

11.4 When using the Communal Open Space and Riverside Corridor, Owners and Occupiers must:

- (a) comply with this by-law 11 and any Rules made by the Community Association regulating the use of the Communal Open Space and Riverside Corridor;
- (b) only access and use the Riverside Corridor during the hours between 7.00am and 10.00pm daily or otherwise determined by the Community Association in its absolute discretion;
- (c) keep clean and tidy the Communal Open Space and Riverside Corridor;
- (d) promptly notify the Community Association of any damage to the Communal Open Space and Riverside Corridor;
- (e) accompany their invitees at all times within the Communal Open Space and Riverside Corridor;
- (f) use the Communal Open Space and Riverside Corridor at their own risk; and

- (g) not:
 - (i) permit any child under the age of 10 years into the Communal Open Space or Riverside Corridor unless accompanied by an adult exercising effective control; or
 - (ii) engage in noisy or hazardous activities or play loud music in the Communal Open Space or Riverside Corridor;
 - (iii) remove any trees, plants or flowers located in the Communal Open Space or Riverside Corridor or otherwise affect the landscaping of the Communal Open Space or Riverside Corridor, unless it is in accordance with a direction or written consent by a Managing Agent;
 - (iv) engage in, or allow their invitees to engage in, intoxicated or disorderly behaviour;
 - (v) bring any flammable materials including gas bottles and portable barbeques into the Communal Open Space or Riverside Corridor; or
 - (vi) smoke in the Communal Open Space or Riverside Corridor.

12 INTERFERENCE WITH AND DAMAGE TO PROPERTY

12.1 Subject to this management statement, an Owner or Occupier must:

- (a) not use Community Property other than for the intended purpose of such Community Property; and
- (b) compensate the Community Association for any damage they or any Permitted Person for whom they are responsible cause in Community Property.

12.2 Subject to the by-laws in Part 2 of this management statement, an Owner or Occupier must have approval from the Community Association to:

- (a) bring heavy items onto the Community Property that may cause structural damage to any property in the Community Property;
- (b) carry out an activity that may interfere with or damage Community Property;
- (c) remove equipment or other articles from Community Property; or
- (d) use or adjust equipment owned by the Community Association but subject to the rights to use that equipment under this management statement and any applicable Rules; or
- (e) use Community Property for private use.

12.3 For the purposes of by-law 12.2(e), the Community Association must not approve the use of Community Property for a private gathering if the gathering will comprise of more than 60 people (including children).

13 OBLIGATIONS IN RESPECT OF COMMUNITY PROPERTY

- 13.1 Subject to the by-laws in Part 2 of this management statement, the Community Association must control, manage and Maintain the Community Property.
- 13.2 The Community Association must carry out all Maintenance to Community Property:
- (a) in a proper and workmanlike manner; and
 - (b) promptly, as the need arises.
- 13.3 An Owner or Occupier must:
- (a) subject to by-law 13.4, comply with all directions of the Community Association in relation to the Community Property; and
 - (b) not do or omit to do any act that results or may result in damage or destruction to any part of the Community Property.
- 13.4 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 purposes other than those for which the Community Property was constructed or provided;
 - (d) erects any structure on Community Property;
 - (e) attaches any item to Community Property; or
 - (f) alters Community Property.

14 GARBAGE

- (a) An Owner or Occupier must:
- (i) only deposit Garbage in an appropriate receptacle or space (**Garbage Bins**) and in accordance with any directions by Council or the Community Association; and
 - (ii) on each night allocated by Council, take their Garbage Bins to the area directed by the Community Association for collection;
 - (iii) return its empty Garbage Bins to their Lot promptly after collection and, in all cases, on the same day as the collection; and
 - (iv) ensure its Garbage Bins are not visible from outside the Lot.
- (b) An Owner or Occupier must not deposit Garbage on:

- (i) Community Property other than in accordance with this by-law or in a Garbage Bin;
 - (ii) any Lot other than their Lot; or
 - (iii) their Lot other than in a Garbage Bin.
- (c) If Council does not operate a waste collection service on the Community Parcel, then each Owner or Occupier:
- (i) must engage a qualified third party contractor (**Private Operator**) to conduct waste collection services regularly on their Lot;
 - (ii) require the Private Operator to comply with any directions of the Community Association; and
 - (iii) comply with by-law 14(a), except that all references to Council are replaced by a reference to the Private Operator.
- (d) In the event of inconsistency between the directions of the Private Operator and the Community Association, the directions of the Community Association will prevail.

15 INTERNAL FENCING

- 15.1 If an Owner or Occupier proposes to construct or replace a fence on a Lot, including a boundary fence, that Owner or Occupier must:
- (a) comply with the Architectural and Landscape Guidelines;
 - (b) be consistent with the Fencing Plan; and
 - (c) obtain the consent of:
 - (i) where the Owner or Occupier proposes to construct a boundary fence and while the Developer owns any Lot, the Developer; and
 - (ii) if required the Council or other Authority.
- 15.2 Subject to this by-law 15 the *Dividing Fences Act 1991* (NSW) applies to the provision of, and payment for, any fence in the Community Parcel.
- 15.3 Subject to by-law 15.6, unless it resolves to do so, the Community Association need not provide or pay for any fencing work (as defined in the *Dividing Fences Act 1991* (NSW)) (**Fencing Work**) in the Community Parcel.
- 15.4 The Developer need not provide or pay for any fence in the Community Parcel.
- 15.5 Whilst the Developer is the proprietor of a Lot, the consent of the Developer is required for the construction of any fence on a Community Development Lot.

- 15.6 The Community Association is responsible for:
- (a) any Fencing Work required for any fences located entirely within Community Property and on the common boundary of and dividing Community Property;
 - (b) any painting work required for the parts of any fences constructed on the boundary of a Lot which comprise of hardwood timber;
 - (c) any Fencing Work required for the plinths which form part of any fence constructed on the boundary of a Lot; and
 - (d) without limiting clause 15.6(a), maintenance and repair of the plinths that form part of the boundary fencing on Lots 5, 6, 19, 34, 53 and 54.

15.7 Unless expressly provided under by-law 15.6, the Community Association need not contribute to the cost of any Fencing Work with respect to any fence or proposed fence on the common boundary of and dividing Community Property from any other Lot.

16 SERVICES (INCLUDING WATER, SEWERAGE, DRAINAGE, GAS, ELECTRICITY, TELEPHONE OR OTHER SERVICES)

16.1 The Community Association is responsible for and must Maintain any Service and associated Service Lines in the Community Property for which no Service Provider is responsible.

16.2 If a later prescribed diagram is required under section 37 of the Development Act because a Service Line is installed in a different position from that shown in the prescribed diagram for the Service Line, the proprietor of any Lot (including the Community Association) that would be burdened by the statutory easement for the Service Line shown must do everything necessary to ensure that the later prescribed diagram is lodged and registered as an amendment of this management statement.

16.3 In addition to its powers under the Management Act and elsewhere in this management statement:

- (a) the Community Association has the power under this by-law 16 to (if requested):
 - (i) provide a Private Service to an Owner or Occupier;
 - (ii) arrange for the installation and Maintenance of Service Lines for that Private Service; and
 - (iii) contract with persons to manage all or some of the elements of providing that Private Service; and
- (b) the Community Association has the power under this by-law 16 to contract with a person to:
 - (i) provide a Private Service to an Owner or Occupier; and
 - (ii) install and Maintain the Service Lines for that Private Service.

16.4 An Owner or Occupier must not:

- (a) unless they have the prior consent of the Community Association, carry out any works that interfere with Private Services; or

(b) obstruct or prevent access to, overload or damage Private Services.

16.5 For the purposes of this by-law 16:

(a) in an emergency, the Community Association may enter a Lot at any time; and

(b) in a case that is not an emergency, the Community Association may enter a Lot after giving reasonable notice.

16.6 It is possible the Community Association will exercise a power under this by-law 16 during the initial period.

16.7 If section 122 of the Management Act applies to the exercise of a power under this by-law 16, the effect of that exercise is described in this by-law 16 for the purpose of that section.

16.8 The Community Association may exercise a power under this by-law 16 by ordinary resolution.

17 INSURANCE

17.1 The Community Association must take out any insurance required under the Management Act.

17.2 Each year at its annual general meeting the Community Association must review:

(a) the insurance policies it has effected; and

(b) whether it needs to effect new policies.

17.3 Each year the secretary of the Community Association must include a motion on the agenda for the annual general meeting of the Community Association to decide if it should confirm or change its insurance policies.

17.4 The Community Association must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Community Association or Community Property.

17.5 The Community Association must have Community Property valued for insurance purposes at least every 5 years and, as soon as practicable after receipt of the valuation, increase the insurance cover to an amount not less than the valuation if the existing sum insured is less than the valuation amount.

17.6 Valuations under this by-law 17 must be carried out by a qualified valuer or quantity surveyor who has:

(a) a minimum of 5 years' experience as a valuer or quantity surveyor; and

(b) experience in valuing for insurance purposes the community property of community schemes.

18 AMOUNTS PAYABLE BY OWNERS

18.1 An Owner of a Community Development Lot must pay:

- (a) contributions levied under this management statement, the Management Act and the Development Act when they fall due;
- (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 that Owner or the Occupier of that Owner's Community Development Lot; and
- (c) on demand any costs, charges and expenses of the Community Association incurred in connection with its compliance with:
 - (i) the Biodiversity Certification Agreement;
 - (ii) the Biodiversity Management Plan;
 - (iii) the Biodiversity Stewardship Agreement; and
 - (iv) any other environment or planning related instrument required by an Authority affecting all or part of the Community Parcel

(Planning Agreements),

provided that the relevant Planning Agreement affects that Owner's Community Development Lot.

18.2 An Owner or Occupier must comply at their cost and on time with this management statement and any applicable Rules.

18.3 If a contribution or amount payable under this management statement or the Management Act or Development Act is not paid when due, then interest is payable under section 90 of the Management Act.

18.4 Nothing in this by-law 18 prevents the Community Association from recovering as a debt any amount as a consequence or any amount not being paid when due including any interested calculated under this by-law 18 and any legal or other costs incurred in enforcing this by-law.

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

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

19 THE ASSOCIATION COMMITTEE AND ITS OFFICERS

19.1 The officers of the Association Committee of the Community Association are the secretary, the treasurer and the chairperson.

- 19.2 The same person may be appointed to hold one or more of the roles referred to in by-law 19.1.
- 19.3 The functions of the secretary are to:
- (a) convene, prepare agendas for and send notices for meetings of the Community Association and the Association Committee;
 - (b) prepare and distribute minutes of meetings of the Community Association and the Association Committee;
 - (c) give notices under this management statement and the Management Act on behalf of the Community Association and the Association Committee;
 - (d) supply certificates about contributions, insurance and matters referred to in section 174 of the Management Act;
 - (e) answer communications sent to the Community Association and the Association Committee;
 - (f) perform administrative and secretarial functions for the Community Association and the Association Committee; and
 - (g) keep records for the Community Association and the Association Committee according to this management statement and the Management Act.
- 19.4 The secretary may be assisted in the discharge of the functions of the secretary and may appoint and enter into an agreement with the Managing Agent to assist the secretary to perform its functions.
- 19.5 The functions of the treasurer are to:
- (a) send notices of contributions to members of the Community Association;
 - (b) collect contributions from members of the Community Association;
 - (c) receive, acknowledge, bank and account for contributions and other money paid to the Community Association;
 - (d) prepare certificates about contributions, insurance and matters referred to in section 174 of the Management Act;
 - (e) keep accounting records for the Community Association according to the Management Act; and
 - (f) prepare financial statements according to the Management Act.
- 19.6 The treasurer may be assisted in the discharge of the functions of the treasurer and may appoint and enter into an agreement with the Managing Agent to assist the treasurer to perform its functions.
- 19.7 The chairperson is to preside at meetings of the Community Association and the Association Committee at which the chairperson is present.
- 19.8 A member of the Association Committee is not liable for any loss or damage caused by their actions as a member of the Association Committee unless they acted fraudulently or negligently.

- 19.9 The Association Committee may appoint sub-committees to assist in the management and operation of the Community Scheme.
- 19.10 A sub-committee may conduct investigations for the Association Committee.
- 19.11 A member of the Association Committee is:
- (a) not entitled to any remuneration for the performance of their functions; and
 - (b) is entitled to reimbursement for reasonable out of pocket expenses incurred by them in the performance of their functions.
- 19.12 The Managing Agent may be appointed by the Community Association to carry out the role of secretary, treasurer, chairperson and any other officer.

20 MEETINGS OF ASSOCIATION COMMITTEE

- 20.1 Meetings of the Association Committee must be convened by:
- (a) the secretary of the Association Committee, if the secretary is asked to convene a meeting by at least one-third of the members of the Association Committee; or
 - (b) another member of the Association Committee if, in the absence of the secretary, the member is asked to convene a meeting by at least one-third of the members of the Association Committee.
- 20.2 The secretary or the other member of the Association Committee must convene the meeting:
- (a) within the time asked for; or
 - (b) if no specific time was asked for, within 14 days of being asked.
- 20.3 Subject to the Management Act and this management statement, the Association Committee may meet to conduct business, adjourn and otherwise regulate meetings as it thinks fit.
- 20.4 An Owner or if the Owner is a corporation, the company nominee of an Owner, may:
- (a) attend a meeting of the Association Committee; and
 - (b) address a meeting of the Association Committee but only if the Association Committee agrees.
- 20.5 The secretary or the member of the Association Committee who convenes a meeting of the Association Committee must give:
- (a) each member of the Association Committee; and
 - (b) each member of the Community Association,
- notice at least 72 hours before the meeting. The notice must include:

- (c) the time, date and venue of the meeting; and
- (d) the agenda for the meeting.

20.6 Notices under this by-law 20 must be given to the member of the Association Committee or the member of the Community Association:

- (a) personally to the member of the Association Committee or the member of the Community Association;
- (b) by post or hand delivery to the address shown for the member of the Association Committee or the member of the Community Association shown in the Community Association's roll;
- (c) by facsimile to the facsimile number of the member, if a facsimile number has been provided by the member;
- (d) by e-mail to the e-mail address of the member, if an e-mail address has been provided by the member; or
- (e) by placing the notice of the meeting on the Noticeboard at least 72 hours before the meeting.

20.7 The agenda for a meeting of the Association Committee must include details of all the business the Association Committee will deal with at the meeting. The Association Committee cannot deal with business that is not on the agenda for the meeting.

20.8 The Association Committee may vote on motions in writing if:

- (a) notice of the Association Committee meeting and an agenda have been given in accordance with by-law 20;
- (b) the secretary of the Association Committee or the member of the Association Committee who convenes the meeting has given each member of the Association Committee a voting paper; and
- (c) a majority of the members of the Association Committee complete and return their voting paper to the secretary of the Association Committee or the member of the Association Committee who convenes the meeting before the meeting commences.

20.9 The secretary or the member of the Association Committee who convenes a meeting of the Association Committee, including meetings where decisions are made in writing under by-law 20.8, must give a copy of the minutes of the meeting to:

- (a) each member of the Association Committee; and
- (b) each member of the Community Association,

within 14 days after the meeting.

20.10 Minutes of a meeting of the Association Committee must be given:

- (a) personally to the member of the Association Committee or the member of the Community Association;
- (b) by post or hand delivery to the address shown for the member of the Association Committee or the member of the Community Association shown in the Community Association's roll;
- (c) by facsimile to the facsimile number of the member, if a facsimile number has been provided by the member;
- (d) by e-mail to the e-mail address of the member, if an e-mail address has been provided by the member; or
- (e) by placing the minutes of the meeting on the Noticeboard.

20.11 The Association Committee must keep copies of agendas for and minutes of its meetings, including meetings where decisions are made in writing under by-law 20.8:

- (a) with the books and records of the Community Association; and
- (b) for at least 7 years from the date of the meeting or for the period the Management Act requires the Community Association to keep its meeting records.

21 AGREEMENTS BY COMMUNITY ASSOCIATION

21.1 In addition to its powers under the Management Act and elsewhere in this management statement, the Community Association has power under this by-law 21 to enter into agreements of all kinds in connection with:

- (a) the provision of:
 - (i) management, operational, Maintenance, cleaning, security, caretaking and other services for Community Property;
 - (ii) services and amenities to Owners and Occupiers; and
 - (iii) services and amenities to Community Property; and
- (b) subject to by-law 21.2, the control, management, operation, maintenance and repair of the open access ways (**Open Access Way Agreement**); and
- (c) any other matter or thing which the Community Association believes to be in the interest and for the benefit of the Community Scheme and Owners and Occupiers or the general public or both.

21.2 Whilst the Developer owns any Lot, any Open Access Way Agreement must be approved by the Developer.

21.3 It is possible an agreement will be entered into under this by-law 21 during the initial period.

- 21.4 If section 122 of the Management Act applies to an agreement entered into under this by-law 21, the effect of that agreement is disclosed in this by-law 21 for the purposes of that section.
- 21.5 The Community Association may exercise its power under this by-law 21 by ordinary resolution.

Draft

PART 4

OPTIONAL MATTERS

22 BUILDING ENVELOPE

- 22.1 Any Lot that contains a Building Envelope must have all dwellings, ancillary building structures or other major out buildings or fixtures affixed to the ground (other than a landscape feature) built within the Building Envelope.
- 22.2 Without limiting the operation of the by-laws in Part 5 of this management statement, by-law 22.1 does not apply to any other structure primarily used for recreation provided that the Owner or Occupier of a Lot that contains a Building Envelope receives written approval from Council for such facilities as required.
- 22.3 Without limiting the operation of the by-laws in Part 5 of this management statement, by-law 22.1 does not apply to passive entertainment features (such as a gazebo, outdoor eating area, etc).

23 ALTERNATIVE FORMS OF ACCOMODATION

- 23.1 An Owner or Occupier must not:
- (a) use sheds, caravans, Vehicles, Heavy Vehicles, Towable Items, containers or other forms of temporary or transportable dwelling on their Lot at any time for accommodation purposes, including during the construction of a permanent dwelling on their Lot;
 - (b) have shipping containers and other similar temporary storage structures (other than waste disposal structures) on their Lot at any time; or
 - (c) construct a second permanent dwelling on their Lot unless it:
 - (i) has been approved by Council; and
 - (ii) is constructed in accordance with the Architectural and Landscape Guidelines.

24 BEHAVIOUR OF OWNERS, OCCUPIERS AND OTHERS

- 24.1 In the Community Parcel, an Owner or Occupier must not:
- (a) having regard to the approved uses within the Community Parcel, create any noise likely to interfere with the peaceful enjoyment of any part of the Community Parcel by another Owner or Occupier or a Permitted Person;
 - (b) use language or behave in a way that might reasonably be expected to offend or embarrass another Owner or Occupier or a Permitted Person;
 - (c) for an Owner or Occupier of a Stewardship Lot, drive or ride a Vehicle for a purpose other than:

- (i) to facilitate the Maintenance of the Stewardship Lot in accordance with the Biodiversity Stewardship Agreement;
 - (ii) to enter and exit the Community Parcel; or
 - (iii) to go to and from Community Property or another Lot in the Community Parcel in a peaceful manner;
- (d) for an Owner or Occupier of a Lot other than a Stewardship Lot, drive or ride a Vehicle:
- (i) that is not registered with the relevant Authority unless that Vehicle is being used for maintenance purposes;
 - (ii) that is a quadbike, dirtbike or similar Vehicle for recreational purposes within the Community Scheme; or
 - (iii) for a purpose other than:
 - (A) to enter and exit the Community Parcel; or
 - (B) to go to and from Community Property or another Lot in the Community Parcel in a peaceful manner;
- (e) obstruct the legal use by any person or any part of the Community Parcel;
 - (f) do anything that might damage the good reputation of the Community Scheme; or
 - (g) do anything that is illegal.

24.2 Whilst on the Community Parcel, Owners, Occupiers and Permitted Persons must use reasonable endeavours to ensure that they do not by any act or omission cause the Community Association to be in breach of their obligations under the *Work Health and Safety Act 2011 (NSW)* and the *Work Health and Safety Regulation 2017 (NSW)*.

24.3 Subject to this management statement, children are only allowed to play unsupervised in those parts of Community Property that are intended to be used for recreational purposes and that are not considered dangerous to children.

25 SIGNS

25.1 Subject to by-laws 25.2 and 25.5, before a person places in any part of the Community Parcel any marketing or advertising sign, placard, banner or notice, that person must obtain the approval of:

- (a) the Association Committee;
- (b) any relevant Owner;
- (c) while the Developer is carrying out Development Activities, the Developer; and
- (d) any Authority whose approval is required by law.

- 25.2 During the Development Period, the Developer is permitted to place marketing and advertising signs, placards, banners and notices:
- (a) in any part of the Community Property without obtaining the approval of the Association Committee; and
 - (b) in a Lot that is not owned by the Developer, without obtaining the approval of the Association Committee but subject to the consent of the relevant Owner or Occupier of that Lot.
- 25.3 During the Development Period, the Developer may notify the Community Association of Rules regulating the shape and size of written material on **For Sale** and **For Lease** signs which the Developer requires and the Community Association must make those Rules in addition to any requirements prescribed by Council. In the event of any inconsistency between Council's requirements and the Developer's requirements in relation to such signs, the requirements of Council will prevail.
- 25.4 Subject to by-law 25.3, the Community Association may make Rules regulating the shape and size of and written material on **For Sale** and **For Lease** signs.
- 25.5 An Owner or Occupier is permitted, without obtaining the approval of the Association Committee, to place **For Sale** and **For Lease** signs wholly within that Owner's or Occupier's Lot provided the Owner or Occupier has complied with the Rules referred to in by-law 25.3 and by-law 25.4 and as prescribed by Council.
- 25.6 Any **For Sale** or **For Lease** sign placed wholly within an Owner or Occupier's Lot under by-law 25.5 that is visible from outside the Lot must be removed within 7 days of the date of completion of the sale or date of occupancy by a lessee, as the case may be.
- 25.7 The Community Association must Maintain the signage erected by the Developer to display the name of the Community Scheme (**Estate Signage**) and the Maintain the landscaping surrounding the Estate Signage.
- 25.8 The Owners and Occupiers must:
- (a) not do anything or permit their invitees to do anything that will damage the Estate Signage; and
 - (b) promptly notify the Community Association of any damage to or graffiti on the Estate Signage.

26 RESPONSIBILITY OF OWNERS AND OCCUPIERS FOR OTHERS

- 26.1 An Owner or Occupier must:
- (a) use reasonable endeavours to ensure their invitees comply with this management statement and any applicable Rules; and
 - (b) cause their invitees to leave the Community Parcel if they do not comply with this management statement or any applicable Rules.
- 26.2 If an Owner or Occupier leases or licenses their Lot (or part of their Lot) the Owner or Occupier must:

- (a) give their tenant or licensee a copy of this management statement, the Architectural and Landscape Guidelines and any applicable Rules;
- (b) use reasonable endeavours to ensure their tenant or licensee and their tenant's or licensee's invitees comply with this management statement, any applicable Rules; and
- (c) take all action reasonably available to them, including action under the lease or licence agreement, to make the tenant or licensee comply with this management statement and any applicable Rules or make the tenant or licensee leave the Community Parcel.

26.3 An Owner or Occupier must not allow another person to do anything they are not themselves entitled to do under this management statement or any applicable Rules.

27 MAINTENANCE

27.1 An Owner or Occupier must keep their Lot clean and tidy and in good repair and condition.

27.2 An Owner or Occupier of a Lot must carry out all Maintenance to the exterior of any building or other structure in the Lot:

- (a) in a proper and workmanlike manner;
- (b) promptly; and
- (c) in consultation with the Owner of any adjoining Lot which may be affected by such Maintenance.

27.3 The obligations of an Owner or Occupier under this by-law 27 include the obligation to Maintain any private sewage reticulation system which is constructed on their Lot.

28 COMPLIANCE WITH LAWS

An Owner or Occupier must comply on time with all laws relating to:

- (a) their Lot (or, in the case of an Occupier, the relevant part of the Lot so occupied);
- (b) the use of their Lot (or, in the case of an Occupier, the relevant part of the Lot so occupied); and
- (c) the use of Community Property in respect of which they have a licence or a lease.

29 COMMUNITY ASSOCIATION COMMUNICATIONS

29.1 An Owner or Occupier must comply on time with the terms of any notice displayed on Community Property by the Community Association, Service Provider or relevant Authority.

29.2 Applications, requests, notices and complaints to the Community Association must be in writing and must be addressed to the secretary of the Community Association.

30 INSTRUCTION OF AGENTS, ETC OF COMMUNITY ASSOCIATION

An Owner or Occupier must not directly or indirectly instruct agents, employees or contractors of the Community Association to carry out the obligations of the Community Association, unless the Community Association authorises the Owner or Occupier to do so.

31 THINGS REQUIRED TO BE DONE ARE AT OWNER'S OR OCCUPIER'S COST

Anything that an Owner or Occupier is required to do under this management statement must be done at the cost of that Owner or Occupier, unless otherwise agreed between the Owner and an Occupier of that Owner's Lot.

32 FIRE CONTROL

32.1 Each Owner or Occupier must comply with laws about fire control.

32.2 Subject to the requirements of Authorities, an Owner or Occupier may keep flammable materials in their Lot if they use the materials in connection with the lawful use of their Lot.

32.3 An Owner or Occupier must not:

- (a) keep flammable materials in Community Property;
- (b) interfere with safety equipment; or
- (c) obstruct fire stairs or fire escapes.

32.4 The Community Association must:

- (a) take reasonable steps to prevent fires and other hazards in Community Property; and
- (b) comply with laws about fire control.

33 SECURITY RIGHTS AND OBLIGATIONS OF COMMUNITY ASSOCIATION

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

33.2 An Owner or Occupier must take reasonable care to ensure that fire and security doors located on Community Property and used by them are locked or closed when they are not being used.

33.3 An Owner or Occupier must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of the Community Parcel.

34 PARKING

34.1 This by-law 34 applies to parking of Vehicles and Towable Items in the Community Parcel and excludes public and dedicated roads and car parking areas which are managed by the Council.

34.2 An Owner or Occupier may only park a Vehicle:

- (a) in a garage, car space or car parking area in that Owner's or Occupier's Lot;
- (b) in a driveway in that Owner's or Occupier's Lot provided that the Vehicle is not visible from public and dedicated roads; or
- (c) in a designated parking bay on public and dedicated roads.

34.3 A Permitted Person may only park a Vehicle:

- (a) in a garage, car space or car parking area of the Lot of the Owner or Occupier with whose consent they are in the Community Parcel; or
- (b) in a driveway of the Lot of the Owner or Occupier with whose consent they are in the Community Parcel, provided that the Vehicle is not visible from public and dedicated roads for a period of more than 48 hours; or
- (c) in a designated parking bay on public and dedicated roads.

34.4 Heavy Vehicles and Towable Items may be parked:

- (a) if the Towable Item or Heavy Vehicle is stored in a shed or enclosed garage, in an Owner's or Occupier's Lot provided it is not visible from public and dedicated roads; or
- (b) in the Community Parcel only for the purpose of loading or unloading and then only for as short a period as is reasonably practicable.

34.5 Repairs to Vehicles and Towable Items must not be undertaken on Community Property.

35 ANIMALS

35.1 Without limiting by-laws 35.6 to 35.11 (inclusive), an Owner or Occupier which keeps animal on their Lot which is permitted under this by-35 must ensure that the animal is kept contained wholly within their Lot, or if removed from their Lot is:

- (a) if the animal is a Domestic Animal, kept in a cage or on a leash;
- (b) or, if the animal is a horse, in a harness and kept on any equestrian path and/or equestrian area designated by Council.

35.2 An Owner or Occupier which keeps any kennels on their Lot must ensure that those kennels are not visible from outside the Lot.

35.3 An Owner or Occupier may keep Domestic Animals on their Lot up to the following maximum numbers:

- (a) three dogs;
- (b) three cats (and only if all cats are contained in accordance with by-law 35.10(c) at all times);
- (c) twelve chickens, geese or ducks (in any combination); and
- (d) any number of Other Animals (and only if those Other Animals are contained in the permanent dwelling at all times).

35.4 Without limiting by-law 35.3, an Owner or Occupier of a Hilltop Lot may keep Agricultural Animals on their Lot up to the following maximum numbers:

- (a) three cattle;
- (b) twelve sheep;
- (c) six goats; and
- (d) four alpacas,

and in any event may only keep a maximum of 12 of any combination of the above animals on their Lot, provided that all animals are:

- (e) fully contained by fencing; and
- (f) are kept in a manner that is not inconsistent with the intent and requirements of the Biodiversity Management Plan.

35.5 Without limiting by-law 35.3, an Owner or Occupier of a Riverside Lot may keep Agricultural Animals on their Lot up to the following maximum numbers:

- (a) three cattle;
- (b) twelve sheep;
- (c) six goats;
- (d) four alpacas; and
- (e) three horses,

35.6 and in any event may only keep a maximum of 12 of any combination of the above animals on their Lot, provided that all animals are fully contained by fencing on the Lot.

35.7 An Owner or Occupier must not permit a Domestic Animal or Agricultural Animal to be on the Community Parcel unless:

- (a) the Domestic Animal is a dog permitted to be kept on a Lot under by-law 35.3; or
- (b) the Domestic Animal is a cat:
 - (i) permitted to be kept on a Lot under by-law 35.3; and
 - (ii) the cat is permitted to be on the Community Parcel under by-law 35.10(c).

- 35.8 The following animals are not permitted to visit or be kept on any Lot or on any part of the Community Parcel:
- (a) any animal that is not any of the animals referred to in by-law 35.3 and 35.4, unless the without the Community Association's written consent is obtained;
 - (b) any Domestic Animals or Agricultural Animals that are not registered with the appropriate Authority, if required by a Law;
 - (c) any dog which is declared dangerous under the *Companion Animals Act 1998 (NSW)*;
 - (d) any dog which is:
 - (i) a Pit Bull Terrier;
 - (ii) a American Pit Bull Terrier;
 - (iii) a Doso Argentine;
 - (iv) a Fila Braglleiro;
 - (v) a Japanese Tosa; or
 - (vi) any cross breed of the above; and
 - (e) any dog which the Australian Government prohibits from importation into Australia (the provisions of this by-law 35.8(e) are not retrospective).
- 35.9 Owners and Occupiers must ensure their invitees do not allow any animal prohibited under by-law 35.8 to be brought onto any Lot or on any part of the Community Parcel.
- 35.10 In relation to any animal owned or in the care of an Owner or Occupier or owned or in the care of any visitor or invitee of an Owner or Occupier, the Owner or Occupier must:
- (a) clean up all excrement or refuse left on Community Property by the animal;
 - (b) make good, or bear the cost of making good, any damage to Community Property by the animal;
 - (c) in relation to cats, ensure that any cat is contained:
 - (i) if a designated cat containment area is not declared by Council, inside the house on the Lot at all times and is not permitted outside the house unless contained in a designated cat containment structure (such as a cage) or on Community Property; or
 - (ii) if a designated cat containment area is declared by Council, inside that designated cat containment area at all times and is not permitted outside the designated cat containment area.
 - (d) in relation to all other animals, ensure they are on a leash, caged or otherwise contained when on the Community Property;

- (e) comply with the directions of the Community Association in connection with the keeping of animals, including comply with a direction to remove an animal from a Lot or Community Property if the Owner, Occupier, invitee or animal is in breach of this by-law 35; and
- (f) take out and maintain suitable insurance in respect of damage to property, death or bodily injury caused or contributed to by the animal.

35.11 An Owner or Occupier must not, and must ensure its invitees do not:

- (a) raise, keep, train, race or board dogs on the Lot or Community Parcel for profit; or
- (b) engage in activities involving animals on the Lot or Community Parcel that are noxious, noisy, ill-smelling or offensive.

36 WATER MANAGEMENT

36.1 In this by-law 36:

- (a) **Bore Licence** means the approved bore licence issued from time to time in respect of a Lot, Community Property and/or the Community Scheme
- (b) **Manager** means a suitably qualified Managing Agent or facilities manager appointed under the Management Act;
- (c) **Water Meter** means the meter installed on a Lot as at the date of this management statement (as replaced from time to time) to measure the volume of water supplied to and received by that Lot; and
- (d) **Water Service Equipment** means the Water Meters, bores, bore pumps, water tanks and other equipment comprising the non-potable water supply system.

36.2 The Community Association is responsible for the ongoing management and maintenance of the water reticulation scheme in the Community Scheme.

36.3 Each Owner and Owner must comply with the terms of the Bore Licence.

36.4 The Community Association must ensure that each Lot is provided with an equitable distribution of water supply, having regard to:

- (a) the size and environment of each Lot; and
- (b) the annual limits to the volume of bore water which may be extracted pursuant to the Bore Licence.

36.5 For the purposes of by-laws 36.2 and 36.4, the Community Association:

- (a) must Maintain the Water Service Equipment on each Lot; and

- (b) may make arrangements for a Manager to assist the Community Association to perform its functions under this clause 36 , including but not limited to:
 - (i) managing the allocation and distribution of water in the Community Scheme; and
 - (ii) Maintaining the Water Service Equipment.

36.6 An Owner or Occupier :

- (a) must not tamper with or adjust a Water Meter so as to distort or interfere with the measurement of the volume of water supplied to and received by a Lot;
- (b) must not otherwise tamper with or damage the Water Service Equipment; and
- (c) must promptly notify the Manager (or the Community Association if a Manager has not been appointed) of any damage to the Water Service Equipment as soon as they become aware of such damage.

36.7 The Manager may:

- (a) introduce water supply restrictions as the Manager deems appropriate and for as long as necessary if any part of the Community Scheme is declared a drought area by the NSW Government; and
- (b) suspend non-potable water supply to a Lot if the Owner or Occupier of that Lot:
 - (i) water usage for that Lot exceeds the water allotment;
 - (ii) the Owner or Occupier fails to pay any contribution payable in relation to the non-potable water supply; or
 - (iii) is otherwise being in breach of any requirements or controls imposed by an Authority in relation to water management.

36.8 In introducing the water supply restrictions under by-law 36.7, the Manager may have regard to any water restriction guidelines and policies announced by the NSW Government.

37 DRAINAGE

37.1 Each Owner and Occupier of a Lot must do all things necessary to permit:

- (a) unconcentrated stormwater runoff to flow from all other Lots to or through their Lot; and
- (b) concentrated and unconcentrated stormwater runoff to flow from the Community Property and any public and dedicated roads to or through their Lot.

38 RULES

- 38.1 In addition to its powers under the Management Act and elsewhere in this management statement, the Community Association has power under this by-law 36 to make and vary rules about the control, management, operation, use and enjoyment of the Community Property and, in particular, any Community Facility (**Rules**).
- 38.2 If a Rule made by the Community Association is inconsistent with the Management Act, this management statement or any requirement of an Authority, the Management Act, this management statement and the requirement of the Authority prevail to the extent of the inconsistency.
- 38.3 Rules bind an Owner, Occupier and Permitted Person.

39 GENERAL POWERS OF COMMUNITY ASSOCIATION

- 39.1 In addition to its powers under the Management Act and elsewhere in this management statement, the Community Association has power under this by-law 39 to do anything in the Community Parcel that should have been done by an Owner or Occupier under this management statement but has not been done (including rectifying anything that should not have been done by an Owner or Occupier) or not done to the reasonable satisfaction of the Community Association.
- 39.2 The Community Association must give a notice to an Owner or Occupier specifying when it proposes to enter their Lot to do a thing it is entitled to do under by-law 39.1. The Owner or Occupier must:
- (a) give the Community Association and persons authorised by it access to the Lot according to the notice; and
 - (b) pay the Community Association the costs for doing the thing.

40 RESPONSIBILITY FOR DAMAGE

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

41 BUSINESS OR TRADING ACTIVITY AND MEMBERSHIPS OF COMMUNITY ASSOCIATION

- 41.1 The Community Association may, for the purpose of exercising and performing its functions, carry on a business or trading activity and become a member of an organisation or committee.
- 41.2 If the Community Association carries on a business or trading activity, then the Community Association:
- (a) must levy each member for a contribution to the capital works fund of the Community Association to meet expenses associated with the Community Association carrying on the business or trading activity;
 - (b) must pay into the capital works fund of the Community Association income derived by the Community Association from carrying on the business or trading activity; and

- (c) may distribute any net profit derived by the Community Association from carrying on the business or trading activity in accordance with section 81 of the Management Act.

41.3 If the Community Association incurs a net loss from carrying on a business or trading activity, then the Community Association must levy each member for a contribution to the capital works fund of the Community Association in order to meet the amount of the net loss.

Draft

PART 5

BY-LAWS REQUIRED BY AUTHORITIES

42 BIODIVERSITY CERTIFICATION AGREEMENT

- 42.1 The Community Association must submit an annual report to the Environment Agency Head in compliance with the Biodiversity Certification Agreement and the reporting requirements determined by the Biodiversity Management Plan.
- 42.2 The Community Association must:
- (a) comply with the Biodiversity Management Plan;
 - (b) retain the overstorey vegetation in the Overstorey Area;
 - (c) notwithstanding any Law permitting the clearing of vegetation or earthworks, not carry out any earthworks on and not disturb the Avoided Land, including not removing any native vegetation, fallen timber or habitat from the Avoided Land; and
 - (d) otherwise comply with the provisions of the Biodiversity Certification Agreement.
- 42.3 Owners and Occupiers must, and must ensure that their invitees:
- (a) comply with the Biodiversity Management Plan;
 - (b) not remove any overstorey vegetation in the Overstorey Area;
 - (c) notwithstanding any Law permitting the clearing of vegetation or earthworks, not carry out any earthworks on and not disturb the Avoided Land, including not removing any native vegetation, fallen timber or habitat from the Avoided Land; and
 - (d) otherwise comply with the provisions of the Biodiversity Certification Agreement.
- 42.4 In the event of inconsistency between the by-laws in Part 5 of this management statement and the Biodiversity Certification Agreement and/or the Biodiversity Management Plan, the Biodiversity Certification Agreement and Biodiversity Management Plan will prevail.

43 BIODIVERSITY STEWARDSHIP AGREEMENT

- 43.1 The Community Association must comply with any Biodiversity Stewardship Agreement(s) which affect the Community Parcel.
- 43.2 Owners and Occupiers must, and must ensure that their invitees comply with, any Biodiversity Stewardship Agreement which affects their Lot.

43.3 In the event of any inconsistency between the requirements of the Biodiversity Certification Agreement and the requirements of a Biodiversity Stewardship Agreement, the requirements of the Biodiversity Stewardship Agreement will prevail.

44 VEGETATION MANAGEMENT AREAS

44.1 This by-law 44 only applies to the Vegetation Management Areas in so far as they are located within a Lot. For the avoidance of doubt, where a Vegetation Management Area is located over only part of a Lot, the Owner or Occupier of that Lot must only comply with the obligations in this by-law 44 in connection with the part of their Lot within a Vegetation Management Area.

44.2 On all Lots contained either partly or wholly within a Vegetation Management Area, Owners and Occupiers must manage the Vegetation Management Area in accordance with the Vegetation Management Plan.

44.3 This by-law 44 cannot be varied, amended, modified or repealed without the consent of Council.

45 FIRE TRAIL

45.1 In this by-law 45, **Fire Trail** means the fire trail to Old Federal Highway, Sutton NSW 2620.

45.2 Owners and Occupiers must, and must ensure that their invitees, do not use the Fire Trail for vehicular access except in case of emergency.

45.3 The Community Association must:

- (a) restrict access to the Fire Trail to authorised emergency purposes only; and
- (b) ensure the gates associated with use of the Fire Trail are kept closed at all times when it is not used for authorised emergency purposes.

46 RETICULATED BORE SYSTEM

46.1 In this by-law 46, **Reticulated Bore System** means the reticulated bore system, or part of that system, constructed within a Lot.

46.2 An Owner or Occupier:

- (a) must at its cost Maintain any Reticulated Bore System on their Lot:
 - (i) in a proper and workmanlike manner;
 - (ii) promptly; and

- (iii) in consultation with the Owner of any adjoining Lot which may be affected by such Maintenance; and
 - (b) is responsible for purchasing any water allocation, providing metre reading access and doing all other things required to keep Reticulated Bore System operational on their Lot.
- 46.3 An Owner or Occupier must not, nor apply for approval to, extract groundwater by any means other than the Reticulated Bore System.
- 46.4 An Owner or Occupier must not construct any dams on their Lot.

Draft

PART 6
CONCEPT PLAN

Draft

Draft

Draft

Draft

Draft

Draft

Execution Page

Execution by the Developer

EXECUTED by Capital Plus 1 Woodbury Ridge)
Pty Ltd (ACN 650 185 407) in accordance with)
section 127 of the Corporations Act:)

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

EXECUTED by Kenyon Services Pty Limited)
(ACN 151 809 406) in accordance with)
section 127 of the Corporations Act:)

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

Certificate of Approval

It is certified:

- (a) that the planning authority has consented to the development described in Development Application No. DA200273; and
- (b) that the terms and conditions of this management statement are not inconsistent with that development as approved.

Date:

Signature on behalf of planning authority: