



Approved Form 28

Community Land Development Act 2021
Community Land Management Act 2021

Community Management Statement

Milperra

**2 & 2A Bullecourt Avenue, Milperra NSW
2214**

WARNING

The terms of this Management Statement are binding on the Community Association and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Community Development Lot within the Community Scheme.

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Part 1 – By-laws fixing details of Development

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 Special Resolution of the Community Association - see section 128 and section 131 of the Management Act.

1. Overview

1.1 About the Property

The Property is to be:

- (a) a community scheme comprising, at the date of this Management Statement, a childcare centre and retail space, and Community Property comprising the Woodland Area, car park and roads; and
- (b) subdivided under the Development Act.

1.2 Objectives

This Management Statement contains procedures to achieve the Objectives, which are to maintain a community comprising flexible uses whilst conserving the Woodland Area in perpetuity.

1.3 How is the Property managed?

- (a) A Management Statement is a set of by-laws and plans that regulate the management and operation of a Community Scheme and any schemes subsidiary to that scheme (if any).
- (b) This Management Statement governs the management of the Property.
- (c) The parties relevant to the management and administration of the Property are:
 - (i) the Community Association;
 - (ii) the Managing Agent engaged by the Community Association; and
 - (iii) if applicable, any Facilities Manager engaged by the Community Association.
- (d) The Community Association is responsible for the control, management, operation, insurance and Maintenance of Community Property (see Part 3 for more information on Community Property and the role of the Community Association).
- (e) The Community Association may:
 - (i) engage the services of a Managing Agent; and
 - (ii) engage a Facilities Manager,
 to assist it with its functions.

1.4 Parties bound by Management Statement

- (a) This Management Statement binds:
 - (i) the Community Association; and
 - (ii) each person who is an Owner or an Occupier or mortgagee or covenant chargee in possession of a Lot within the Community Scheme.
- (b) Persons other than those referred to in this by-law 1.4, including Permitted Persons, may have an obligation to comply with this Management Statement.

1.5 Consent of Community Association

Where a by-law requires the consent of the Community Association to a particular activity, the application to the Community Association must be in writing and unless stated otherwise in that by-law, the consent may be given by either:

- (a) the Community Association in General Meeting; or
- (b) the Community Committee at a duly convened meeting of the Community Committee.

1.6 Consent of Community Association may be revoked or withheld

Consent given by the Community Association under a by-law:

- (a) if practicable, may be revoked by the Community Association in General Meeting (acting reasonably); and
- (b) subject to by-law 1.6(a), may be granted or withheld by the Community Association or be given conditionally (acting reasonably).

1.7 Consent by Community Committee may be revoked or withheld

Consent given by the Community Committee under a by-law:

- (a) if practicable, may be revoked by the Community Association in General Meeting (acting reasonably); and
- (b) subject to by-law 1.7(a), may be granted or withheld by the Community Committee or be given conditionally (acting reasonably).

1.8 Consent conditions

Owners and Occupiers must comply with any condition in a Development Consent.

1.9 Reporting act or activity to Community Association

Where a by-law requires an act or activity to be reported to the Community Association, unless stated otherwise in the by-law:

- (a) if the Community Association has appointed a Facilities Manager, that act or activity must be reported to the Facilities Manager; and
- (b) if the Community Association has not appointed a Facilities Manager, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Community Committee.

2. Architectural and Landscape Design Guidelines

2.1 Guidelines

- (a) The Architectural and Landscape Design Guidelines for the Community Parcel are attached to this Management Statement.
- (b) The parties bound by this Management Statement are bound by the Architectural and Landscape Design Guidelines.

2.2 Application to amend

- (a) An Owner may request the Community Association to amend the Architectural and Landscape Design Guidelines for their Lot in writing in accordance with clause 21.8.
- (b) An application must contain sufficient detail of the proposed amendments to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed amendments.

- (c) Architectural and Landscape Design Guidelines must be drafted with due consideration to all then current applicable Authority approvals, planning instruments and policies and in particular the compatibility with those approvals, planning instruments and policies.

2.3 Approval of Community Association

- (a) The Community Association must refer an application to amend the Architectural and Landscape Design Guidelines to a General Meeting for the decision by that General Meeting.
- (b) The Community Association may, in order to determine an application, request additional information, reports or documents.
- (c) Subject to clause 2.9, the Community Association may amend the Architectural and Landscape Design Guidelines by Special Resolution.

2.4 Copy of standards to be provided

- (a) If the Community Association amends the Architectural and Landscape Design Guidelines, then the Community Association must, within a reasonable time:
 - (i) arrange for an amendment to the Management Statement to be registered; and
 - (ii) deliver a copy of the amendments to each Owner of a Community Development Lot.
- (b) If requested by an Owner, the Community Association must provide, at the reasonable cost of that Owner, a current copy of the Architectural and Landscape Design Guidelines.

2.5 Signage

- (a) No Sign is permitted other than in accordance with this Management Statement including as to the location, style and type of any Sign and any Rules made by the Community Association in respect of "for sale" and "for lease" Signage pursuant to clause 2.6.
- (b) The following Signs are not permitted:
 - (i) A-frame signs or sandwich boards, stands, trolleys, carousels or point of sale advertising of any description, other than as may be permitted under by-law 2.6; or
 - (ii) external Signs which are third party advertising material or otherwise not directly related to the use of a Lot in the Community Scheme.
- (c) Owners and Occupiers must, at the cost of the Owner or Occupier, Maintain and keep in good working order any Sign installed by that Owner or Occupier failing which the Community Association may do anything that the Owner or Occupier of a Lot failed to do under this by-law in accordance with by-law 24.3 of this Management Statement.
- (d) Nothing contained in this by-law shall entitle an Owner or Occupier to erect any Sign without first obtaining any necessary consent from all relevant Authorities.
- (e) If any Sign is connected to power, such power must be separately metered and paid for by the Owner or Occupier of the Lot that erected that Sign.
- (f) Signs must not have any light emission that may cause disruption to another Owner and Occupier of any Lot.

2.6 For sale and for lease Signage

Subject to by-law 2.10, the Community Association may make Rules regulating the shape, size, position, location, lighting and the written material on a "for sale" and "for lease" Sign and the timing for which a "for sale" and "for lease" Sign is erected and to be taken down.

2.7 Community Association's signage

Despite any Rule, this Management Statement and the Architectural and Landscape Design Guidelines:

- (a) the Community Association is permitted to erect signage within the Community Property (as required) including:
 - (i) directional and wayfinding signage;
 - (ii) cautionary and safety signage; and
 - (iii) for the purposes of identifying services infrastructure.
- (b) the Community Association and any party with whom the Community Association has entered into a contract with pursuant to by-law 18 is permitted to erect signage within the Community Property regarding the occupation, use, management and caretaking of, and the promotion of any business or trade activity carried on at, any part of the Community Parcel.

2.8 Developer's Signs

Despite any Rule, this Management Statement and the Architectural and Landscape Design Guidelines, the Developer is permitted to place safety and security, marketing and advertising Signs and notices in any part of the Community Parcel while the Developer is carrying out Development Activities, including the Selling and Leasing Activities.

2.9 Consent of the Developer

Notwithstanding any other provision of these by-laws, whilst the Developer is the Owner of a Lot, the Architectural and Landscape Design Guidelines cannot be amended without the written consent of the Developer.

2.10 Developer's rights

- (a) At any time until the Developer ceases to be the registered proprietor of a Lot in the Community Scheme, the Developer can:
 - (i) prescribe the Architectural and Landscape Design Guidelines for the Community Scheme; and
 - (ii) vary the Architectural and Landscape Design Guidelines it has already prescribed for the Community Scheme.
- (b) If the Developer prescribes Architectural and Landscape Design Guidelines for the Community Scheme or varies the Architectural and Landscape Design Guidelines it has already prescribed for the Community Scheme, the Developer must promptly give a copy of the Architectural and Landscape Design Guidelines prescribed or varied, as the case may be, to the Community Association.
- (c) Nothing in this by-law 2:
 - (i) affects the rights of the Developer to carry out Development Activities; or
 - (ii) imposes an obligation on the Developer to obtain consent under this by-law for the purpose of carrying out Development Activities.

3. Maintenance

3.1 Exterior maintenance of Lots

Each Lot:

- (a) must be kept clean and tidy and in good repair and condition; and
- (b) must be Maintained:
 - (i) in a proper and workmanlike manner;
 - (ii) to the reasonable satisfaction of the Community Association;
 - (iii) in compliance with this Management Statement (if applicable); and

- (iv) in compliance with the Architectural and Landscape Design Guidelines.

3.2 Compliance

- (a) The Community Association may give a notice to an Owner or Occupier requiring that Owner or Occupier to comply with the terms of this by-law 3.
- (b) If an Owner or Occupier does not comply with this by-law, then the Community Association may exercise its rights under by-laws 24.3 and 24.4.

3.3 Developer's rights

Nothing in this by-law 3:

- (a) affects the rights of the Developer to carry out the Development Activities; or
- (b) imposes an obligation on the Developer to comply with the Maintenance obligations under this by-law.

4. Consents, permits and laws

4.1 Consents and permits

An Owner or Occupier must not:

- (a) carry out or permit to be carried out any Works on its Lot;
- (b) carry out or permit to be carried out any activity on its Lot; or
- (c) use or occupy its Lot, or permit any use or occupation, on its Lot,

unless all relevant consents and permits have issued and are current for the Works, use, activity or occupation. Where an Owner or Occupier is required to obtain the consent of the Community Association to the carrying out of Works under this clause 4, the Owner or Occupier must obtain that consent prior to lodging a Development Application, applying for a complying development certificate or commencing any exempt development in respect of the Works on a Lot.

4.2 Works without consent

Works may be carried out without the consent of the Community Association if they comply with this Management Statement and the Architectural and Landscape Design Guidelines.

4.3 Works with consent

Works must not be carried out, or permitted to be carried out or permitted to remain on any Lot or Community Property, which do not comply with this Management Statement and the Architectural and Landscape Design Guidelines unless the written consent of the Community Association (acting reasonably) is first obtained.

4.4 Plans and Specifications

- (a) Any party seeking the approval of the Community Association for the carrying out of any Works which do not comply with this Management Statement and the Architectural and Landscape Design Guidelines must submit an application to the Community Association, including any plans and specifications relating to the Works for review and approval.
- (b) The Community Association may, at the cost of the Owner seeking approval for the Works (provided those costs are reasonable), retain the services of any independent consultant with special skills and expertise in:
 - (i) architecture;
 - (ii) landscaping; and
 - (iii) any other relevant discipline,

to advise and assist the Community Association in performing its powers under this by-law.

- (c) To assist the Community Association with its decision on any plan or specification, the Community Association may request a party to submit:
 - (i) additional plans and specifications;
 - (ii) additional information, reports or documents including reports or certificates from a suitably qualified person which confirms the proposed Works comply with all Authority requirements;
 - (iii) details of changes to be made to the plans and specifications if an Authority required those changes; and
 - (iv) any other relevant information, facts or material.
- (d) The Community Association makes no warranty as to the fitness of Works for their intended purpose by approving plans and specifications submitted to it by a party seeking approval.

4.5 Decision of the Community Association

- (a) In making its decision on whether to consent to an application to carry out Works under clause 4.4, the Community Association may ensure that the proposed Works:
 - (i) are consistent with the Objectives; and
 - (ii) comply with this Management Statement and any guidelines created by the Community Association from time to time.
- (b) If the Community Association does not make a decision within 4 weeks after receiving all information required to make a decision, then the Community Association is deemed to have approved the Works.
- (c) If the Community Association approves Works, then that approval does not prevent the Community Association from disapproving or approving with conditions future Works of the same or similar nature.
- (d) The Community Association may, as part of providing its consent to an application to carry out Works, require an applicant to deposit a bond of a kind and upon conditions acceptable to the Community Association (acting reasonably) to be held on account of any damage that may be caused to Community Property as a result of any Works. Subject to by-law 4.5(e), any bond lodged under this by-law must be returned to the applicant within 90 days after:
 - (i) notification by the applicant of completion of the Works; and
 - (ii) request for return of the bond.
- (e) If the Community Association calls on the bond, the Community Association must return the proceeds of the bond to the applicant after the Community Association deducts a reasonable amount for any damage that may be caused to Community Property as a result of any Works.
- (f) The Community Association is not bound by its past decisions under this clause 4.5.

4.6 Expert Determination

- (a) A party must endeavour in good faith to resolve a dispute under this Management Statement before any action is taken under by-law 4.6(b).
- (b) If a party disputes that the Community Association has properly applied this Management Statement and any guidelines created by the Community Association from time to time in making a determination under this by-law, then the matter must be referred to an expert for determination as appointed by the President of the Australian Institute of Architects.
- (c) A decision of the expert appointed under by-law 4.6(b) is a decision of the Community Association, and binds all Parties.

4.7 Role of the Community Association

- (a) The role and functions of the Community Association in this by-law 4 are procedural only.
- (b) The Community Association does not take any responsibility for the adequacy or appropriateness of any Works or any approvals which issue for them.

4.8 Works Rules

- (a) The Community Association may formulate Works Rules governing the conduct of activities on Lots during the approval and construction phases of Works.
- (b) Owners must comply with those Works Rules which have been communicated to them and which relate to their Lot.

4.9 Works

- (a) Prior to carrying out any Works, an Owner must:
 - (i) give at least 14 days' notice of the intended date of commencement of the Works and estimated duration of the Works; and
 - (ii) arrange with the Community Association a suitable time to carry out the Works.
- (b) When carrying out any Works, an Owner must:
 - (i) ensure there is no interruption of any Service or damage to Service Lines, pipes or Services within the Community Parcel;
 - (ii) ensure the Works are carried out in a proper, timely and workmanlike manner;
 - (iii) ensure the Works are carried out in compliance with the Architectural and Landscape Design Guidelines and to the reasonable satisfaction of the Community Association and any relevant Authority whose consent was required to the Works;
 - (iv) ensure the Works are carried out in accordance with the requirements of all appropriate Authorities and in accordance with the terms of all consents, approvals and certificates;
 - (v) repair any damage caused to Community Property as a result of the Works to the reasonable satisfaction of the Community Association; and
 - (vi) ensure reasonable efforts are made to minimise acoustic and vibration impacts for surrounding owners.

4.10 Community Association may delegate

The functions of the Community Association under this by-law 4 may be carried out by the Community Committee.

4.11 Developer's Rights

Nothing in this by-law 4:

- (a) affects the rights of the Developer under by-laws 5 and 6 to carry out Development Activities; or
- (b) imposes an obligation on the Developer to obtain consent from a Party or the Community Association under this by-law 4 to carry out Development Activities.

Part 2– Association Property Rights By-laws

These by-laws may only be amended:

- (a) during the Initial Period, by order of the Supreme Court of New South Wales or the Tribunal; or
- (c) after the expiry of the Initial Period, by:
 - (i) Special Resolution; and
 - (ii) with the written consent of each person entitled by the by-law to use the Restricted Community Property.

(See sections 25 and Division 3, Part 7 of the Management Act).

5. Creation of Association Property Rights By-laws

5.1 Purpose

The purpose of this by-law 5 is to provide for the coming into existence of Association Property Rights By-laws after the registration of the Community Plan.

5.2 Creation of Association Property Rights By-laws

In addition to its powers under the Management Act, but subject to Part 7 of the Management Act and anything elsewhere in this Management Statement, the Community Association has the power under this by-law 5 to make Association Property Rights By-laws and must, if the Developer gives it a notice under by-law 5.3, make an Association Property Rights By-law in accordance with that notice.

5.3 Developer's notice

- (a) If the Developer wants the Community Association to make an Association Property Rights By-law it must give a notice in that regard to the Community Association.
- (b) If the Developer gives a notice under by-law 5.3(a) it must include with that notice the following:
 - (i) details of all matters required to be included in any Association Property Rights By-law in order for the by-law to comply with section 135 of the Management Act;
 - (ii) details of all other matters that the Developer determines in its absolute discretion should be included in the Association Property Rights By-law;
 - (iii) a plan showing the part of the Community Property in respect of which the Association Property Rights By-law is to apply; and
 - (iv) the consent of the person intended to have the benefit of the relevant Association Property Rights By-law.
- (c) The Community Association must, following receipt of a notice under by-law 5.3(a), act promptly to procure creation and registration of that Association Property Rights By-law (at the Developer's cost).

6. Rights regarding Development Activities

6.1 Association Property Rights By-law

This by-law 6 is an Association Property Rights By-law.

6.2 Developer's rights

To enable and assist the carrying out of the Development Activities, the use of the whole of the Community Property, including Service Lines (**Special Restricted Community Property**), is restricted to the Developer on the terms set out in this by-law 6 and, in particular, the Developer has the right at any time:

- (a) to:
 - (i) develop and subdivide the Property in stages;
 - (ii) unrestricted access by all means to and over the Special Restricted Community Property;
 - (iii) carry out Development Activities;
 - (iv) park vehicles and leave equipment and building materials in the Special Restricted Community Property;
 - (v) place in or attach to Special Restricted Community Property temporary structures, including temporary offices and sheds;
 - (vi) install, alter, repair, temporarily disrupt, commission and connect to Service Lines forming part of Special Restricted Community Property;
 - (vii) install and swing crane jibs through the airspace of the Special Restricted Community Property;
 - (viii) place in or attach to Special Restricted Community Property marketing and advertising signs, placards, banners and notices;
 - (ix) conduct Selling and Leasing Activities including the holding of public auctions, in Special Restricted Community Property;
 - (x) hold tours, events and functions in Special Restricted Community Property;
 - (xi) lock or otherwise secure part of Special Restricted Community Property provided that the Secretary of the Community Association is given a key or other method of access for the locked or secured area on demand; and
- (b) to grant to any person a right of access to and/or a right to occupy and use any part or parts of the Special Restricted Community Property, either exclusively or non-exclusively, and to authorise such person to exercise some or all of the Developer's rights under this by-law 6.

6.3 Particular Application

Without limiting the generality of by-law 6.2 or those parts of the Community Property which comprise Special Restricted Community Property:

- (a) the use of the Woodland Area is restricted to the Developer, and the Developer has exclusive use of the Woodland Area to carry out Development Activities associated with construction.

6.4 When the rights of Developer cease

- (a) Restricted use of any part of Special Restricted Community Property ceases when the Developer notifies the Community Association that the part is no longer required in connection with the Development Activities or defect rectification.
- (b) Restricted use of the whole of Special Restricted Community Property ceases on the later of:

- (i) when the Developer notifies the Community Association that the whole or a part of Special Restricted Community Property (as notified by the Developer) is not required in connection with the Development Activities or defect rectification; and
 - (ii) when the Developer is no longer the registered proprietor of at least one Lot in the Community Scheme.
- (c) When the rights of the Developer cease in respect of a part of Special Restricted Community Property, the obligations on the Developer in connection with that part cease and the obligation to control, manage, insure and Maintain the Special Restricted Community Property return to the Community Association. The Community Association must levy all members for the costs incurred by the Community Association under this by-law 6.4(c) in proportion to their respective unit entitlements as stated on the Community Plan.

6.5 Terms

- (a) Until the rights of the Developer cease for each part of Special Restricted Community Property as provided by this by-law 6:
- (i) no other person can have restricted use of that part without the prior written consent of the Developer (to be given or withheld in the Developer's absolute discretion);
 - (ii) the Developer is responsible for the control, management and Maintenance of that part;
 - (iii) the Developer must reimburse the Community Association any costs, expenses or charges incurred by the Community Association in connection with that part; and
 - (iv) the Community Association may not determine, impose or collect levies in connection with that part.
- (b) There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law 6.

6.6 Developer's obligations

- (a) The Developer must:
- (i) repair any damage caused to the Community Parcel as a result of the Development Activities as soon as practicable after that damage occurs;
 - (ii) seek to keep interference with the use by Owners or Occupiers of the Community Parcel to a minimum so far as is consistent with the Development Activities; and
 - (iii) on completion of each part of the Development Activities, leave the relevant Community Parcel areas in a clean and tidy condition.
- (b) Owners acknowledge that as a result of the Developer's rights to carry out the Development Activities set out in this by-law 6, they may be subjected to noise, traffic and dust resulting from the Development Activities.

6.7 No hindrance to Developer

Nothing in this Management Statement binds the Developer so that the Developer is hindered in or prevented from exercising rights under this by-law 6.

7. Car parking (exclusive use)

7.1 Association Property Rights By-law

This by-law 7 is an Association Property Rights By-law and grants exclusive use rights over designated car parking spaces located on the Community Property to the Owners and Occupiers of Lot 2 and Lot 3, as identified in the Car Park Plan (**Car Spaces**).

7.2 Allocation of Car Parking Spaces

- (a) Lot 2 will be allocated 24 Car Spaces, including tandem parking arrangements, to support the operation of a childcare centre in accordance with an approved Development Consent.
- (b) Lot 3 will be allocated the remaining Car Spaces.

7.3 Access

- (a) Access to the car park will be via the public road to the south of the Property.
- (b) Each Owner will be responsible for ensuring unobstructed access to their allocated Car Spaces.

7.4 Use and maintenance

- (a) The Car Spaces may only be used by Owners, Occupiers, invitees and customers of the relevant Lot to park motor vehicles.
- (b) Owners and Occupiers:
 - (i) must not allow a Car Space to be used for a continuous period of time exceeding 12 hours; and
 - (ii) must, and must procure its customers, invitees and visitors comply with relevant Laws while using the Car Spaces.
- (c) No storage or other use of the Car Spaces is permitted unless expressly authorised by the Community Association.
- (d) The Community Association must maintain the surface of the car park and any signage associated with the car park on Community Property.
- (e) The Owners will be responsible for keeping their allocated Car Spaces clean and free of obstruction.

Part 3 – Mandatory matters

8. Accessways

8.1 Open access way or private access way

No part of the Community Property has been set apart as an open access way or a private access way under the Development Act.

8.2 Pedestrian Access Way

- (a) The terms of this by-law 8.2 start when the Association Property Rights By-law 6 ends in relation to the Pedestrian Access Way.
- (b) The Pedestrian Access Way is available for use by the Community Association.
- (c) The Pedestrian Access Way is for use for pedestrian access and may be used by persons on bicycles, scooters and skateboards including by Australia Post for the delivery of mail and packages. Vehicles (other than maintenance vehicles for maintenance purposes) are not permitted to use the Pedestrian Access Way.
- (d) Where not otherwise prescribed by law, the maximum speed limit for the Pedestrian Access Ways shall be 5 kilometres per hour.
- (e) The Community Association is responsible for the control, management, operation, insurance and Maintenance of the Pedestrian Access Way and in that respect the provisions of By-law 9 apply.

9. Community Property

9.1 Responsibility of Community Association for Community Property

- (a) The Community Property comprises:
 - (i) the Car Park;
 - (ii) the Pedestrian Access Way;
 - (iii) the Woodland Area; and
 - (iv) other parts of the Community Parcel which is not a Community Development Lot (including pedestrian pathways).
- (b) The Community Association must, subject to any Association Property Rights By-laws (when necessary to do so) control, manage, operate, insure and Maintain the Community Property.
- (c) The Community Association must, subject to any Association Property Rights By-laws, carry out Maintenance of the Community Property:
 - (i) in a proper and workmanlike manner;
 - (ii) promptly, as the need arises;
 - (iii) in compliance with the Community Legislation; and
 - (iv) in compliance with the Architectural and Landscape Design Guidelines.
- (d) The Community Association must, in respect of those parts of Community Property the subject of a registered easement, covenant or restriction on use, comply with the terms of the relevant registered easement, covenant or restriction on use. The Community Association must levy all members for the cost incurred by the Community Association under this by-law 9.1(d) in proportion to their respective unit entitlements as stated on the Community Plan.

9.2 Responsibility of Owners and Occupiers

- (a) 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:
 - (i) leaves anything on Community Property other than in the normal course of use of Community Property;
 - (ii) obstructs the use of Community Property;
 - (iii) uses any part of Community Property for the Owner's or Occupier's own purposes;
 - (iv) erects any Improvement on Community Property;
 - (v) attaches any item to Community Property;
 - (vi) does or permits anything which might damage Community Property; or
 - (vii) alters Community Property.
- (b) An Owner or Occupier must:
 - (i) give notice to the Community Association of any damage to or defect in Community Property immediately after the Owner or Occupier becomes aware of such damage or defect;
 - (ii) only use a thing on Community Property for the purpose for which it was constructed or provided; and
 - (iii) only use or enjoy Community Property in a manner or for a purpose which does not interfere with the use and enjoyment of Community Property by another Owner or Occupier or a Permitted Person.
- (c) An Owner or Occupier of a Lot must:

- (i) comply with all reasonable directions of the Community Association in relation to the Community Property; and
- (ii) not do or omit to do any act that results or can result in damage to or the destruction of any part of the Community Property.
- (d) An Owner or Occupier of a Lot must compensate the Community Association for any damage caused to the Community Property while that Owner or Occupier (or a Permitted Person on the Community Property with the consent of that Owner) uses the Community Property.

10. Limitation of access to Community Property

10.1 Powers of Community Association

- (a) In addition to its powers under the Community Legislation and elsewhere in this Management Statement, the Community Association has power under this by-law 10.1(a) but subject to by-law 10.1(b) to:
 - (i) subject to any easement or other rights in existence and the conditions of any Authority approval, close off or restrict by fencing or the need to use a Security Key or otherwise, access to Community Property or any part of it;
 - (ii) allow security personnel to use part of the Community Property to the exclusion of others in connection with the provision of Security Services to the Community Parcel and the operation and maintenance of security equipment; and
 - (iii) close off or restrict access to Community Property if doing so assists the effective management of the Community Property.
- (b) Despite by-law 10.1(a), the Community Association can only close off or restrict access to Restricted Community Property if it has the prior consent of the person with the benefit of the relevant Association Property Rights By-law or it is permitted to do so under the terms of the by-law creating the Restricted Community Property.

11. Fencing

11.1 Restrictions on construction

If an Owner or Occupier proposes to construct or replace a fence on a Lot, in addition to the approval of the Community Association, an Owner or Occupier must:

- (a) obtain the consent of the Council or other Authority (if required); and
- (b) comply with the Architectural and Landscape Design Guidelines.

11.2 External and Internal fencing

- (a) Subject to by-law 11.4, the *Dividing Fences Act 1991* (NSW) applies to any external and internal boundary fences erected within the Community Scheme.
- (b) An Owner may not request that the Developer contribute towards costs of the erection of an internal boundary fence if the Developer is the owner of the relevant adjoining Lot.

11.3 Architectural Standards

A fence within the Community Parcel must comply with the Architectural and Landscape Design Guidelines.

11.4 Community Property Fencing

- (a) The Community Association is responsible for the maintenance and replacement of fencing of Community Property.

- (b) This by-law 11.4 does not apply if an Owner or Occupier using Community Property damages the fencing. The Community Association may recover costs incurred by the Community Association to repair the damage from the relevant Owner or Occupier.

12. Garbage

12.1 Matters relating to removal of garbage

- (a) Owners and Occupiers must comply with any Rules or by-laws about garbage collection and the recycling of garbage made by:
 - (i) the Council and all other relevant Authorities;
 - (ii) the Community Association; and
 - (iii) this Management Statement.
- (b) Each Owner and Occupier is responsible for arranging its own garbage bins and must place those garbage bins on that part of the public road as directed by Council for collection by the Council.
- (c) When not put out for collection, bins must not be placed or allowed to remain on any part of Community Property, or a Lot which may be visible from any other Lot (being fair and reasonable) or any Community Property.
- (d) An Owner or Occupier must ensure that bins are not out for collection (and visible from outside that Lot) on the nominated garbage collection days for more than 12 hours.

13. Services

13.1 General

- (a) Services in the Community Parcel can be provided either by:
 - (i) the Community Association, in which event it is a Private Service; or
 - (ii) a Service Provider in which event it is a Statutory Service.
- (b) The Community Association and Service Providers provide Services through Service Lines. The right to provide a Service within the Community Parcel by means of a Service Line can be created by either:
 - (i) a Statutory Right (being a right created by Law); or
 - (ii) a Section 88B Instrument (being either the Registered Section 88B Instrument or another Section 88B Instrument).

13.2 Services

Unless specified to the contrary in this Management Statement:

- (a) the Community Association is responsible for the control, management, operation, insurance and Maintenance of each Private Service and the associated Service Lines; and
- (b) Service Providers are responsible for the control, management, operation, insurance and Maintenance of their Statutory Service and the associated Service Lines.

13.3 Right in Community Association to provide Private Services

The Community Association may:

- (a) provide Private Services to Owners;
- (b) arrange for the installation and maintenance of Service Lines for the provision of Private Services; and

- (c) contract with any person to provide a Private Service.

13.4 Statutory Easements

It is not intended that Statutory Easements will be created in accordance with section 36 of the Development Act.

13.5 Obligations on Owners

- (a) Owners and Occupiers must not:
 - (i) do anything which interferes with, obstructs access to, overloads or damages any Service Line;
 - (ii) do anything which interferes with, or prevents, the Community Association performing its Functions in connection with a Private Service; or
 - (iii) do anything which interferes with, or prevents, a Service Provider performing its Functions in connection with a Statutory Service.
- (b) Each Owner and Occupier must:
 - (i) immediately notify the Community Association of any damage to, or the defective operation of, a Private Service or an associated Service Line immediately it becomes aware of the damage or defect;
 - (ii) comply with all directions of the Community Association in connection with the provision of the Private Service and the use of, and the connection to, the associated Service Line; and
 - (iii) subject to section 60 of the Management Act, permit the Community Association and every person authorised by it to enter its Lot at all reasonable times on reasonable notice (except in the case of an emergency when no notice is required) to inspect, Maintain or increase the capacity of a Service Line providing a Private Service.

13.6 Allocation of costs of maintenance

If any Private Service being provided by the Community Association does not benefit all Lots, the Community Association can at any time determine in its absolute discretion which Lots should pay for the cost of Maintaining that Private Service and associated Service Lines and impose on and collect levies from the Owners of those Lots on account of that cost.

14. Insurance

14.1 Insurance

- (a) The Community Association must take out any insurance required under the Management Act including policies:
 - (i) to cover any building or structure on Community Property against damage or destruction by fire, lightning, explosion or other prescribed risk;
 - (ii) under relevant workers compensation legislation;
 - (iii) for death and bodily injury for which the Community Association may become liable in damages for an amount of not less than \$20 million;
 - (iv) against damages for which the Community Association may become liable because of work done by a voluntary worker;
 - (v) to cover accidental injury to, or accidental death of, a voluntary worker;
 - (vi) against office bearers liability; and

- (vii) 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.
- (b) The Community Association must review, on an annual basis:
 - (i) all of its insurance; and
 - (ii) the need for new or additional insurances.
- (c) 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.
- (d) If there is an increase in risk or a new risk to Community Property then the Community Association must immediately:
 - (i) effect new insurances; or
 - (ii) vary or extend existing insurances.
- (e) An Owner must obtain the written approval of the Community Association before that Owner does anything that might:
 - (i) void or prejudice the Community Association's insurance; or
 - (ii) increase any insurance premium which is payable by the Community Association.

15. Community Committee

15.1 Constitution

- (a) The Community Committee must be established as required by the Management Act.
- (b) The officers of the Community Committee are the secretary, treasurer and chairperson.

15.2 Functions of secretary

Without limiting the functions of the secretary as set out in section 47 of the Management Act, the Functions of the secretary of the Community Committee are:

- (a) convening meetings of the Community Association and the Community Committee;
- (b) preparing and distributing minutes of meetings of the Community Association and the Community Committee;
- (c) on behalf of the Community Association and the Community Committee, giving a notice 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 section 174 of the Management Act;
- (f) answering communications addressed to the Community Association or the Community Committee;
- (g) performing administrative or secretarial Functions on behalf of the Community Association and the Community Committee; and
- (h) keeping records for the Community Association and the Community Committee according to this Management Statement and the Management Act.

15.3 Functions of treasurer

Without limiting the functions of the treasurer as set out in section 48 of the Management Act, the Functions of the treasurer of the Community Committee are:

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

- (b) receiving, acknowledging, banking and accounting for any money paid to the Community Association under this Management Statement or the Community Legislation;
- (c) preparing certificates providing details of contributions, insurances and other matters under section 174 of the Management Act;
- (d) keeping prescribed accounting records as required under Division 3 Part 5 of the Management Act; and
- (e) preparing financial statements as required under Division 3 Part 5 of the Management Act.

15.4 Function of chairperson

The Function of the chairperson is to preside at Community Association meetings and Community Committee meetings at which the chairperson is present.

15.5 Sub-committees

The Community 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 Community Committee; and
- (c) report the findings of the sub-committee to the Community Committee.

15.6 No remuneration

A member of the Community Committee:

- (a) is not entitled to any remuneration for the performance of that person's Functions; and
- (b) is entitled to reimbursement for reasonable out of pocket expenses as approved by the Community Committee incurred by that person in the performance of that person's Functions.

15.7 Protection of Community Committee members from liability

- (a) A member of the Community 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 Community Committee.
- (b) By-law 15.7(a) does not apply if a member is fraudulent or negligent other than negligence where the member acted in good faith.

16. Meetings

16.1 Management Act

The provisions of this by-law 16 are subject to the provisions of the Management Act.

16.2 Meetings

The Community Committee:

- (a) may meet together to conduct business and may adjourn and otherwise regulate its meetings as the Community Committee thinks fit;
- (b) may make decisions on the day to day administration of the Community Association; and
- (c) may regularly call meetings of the Community Committee.

16.3 Meeting at request of Members

- (a) Meetings of the Community Committee must be convened by:
 - (i) the secretary at the request of not less than one third of the members of the Community Committee; or
 - (ii) in the absence of the secretary, another member at the request of not less than one third of the members of the Community Committee.
- (b) The secretary or the other member must convene the meeting:
 - (i) within the time asked for in the request; or
 - (ii) if the notice does not specify a time, within 5 Business Days of being asked.

16.4 Right to attend meetings

- (a) An Owner or, where the Owner is a corporation, the company nominee of the corporation, may attend a meeting of the Community Committee.
- (b) A person specified in by-law 16.4(a) may address the meeting only if the Community Committee passes a resolution authorising the person to do so.

16.5 Notices of meetings

- (a) The secretary or the member who convenes a meeting must give each member of the Community Committee and each member of the Community Association notice of the meeting at least 5 Business Days before the nominated meeting date.
- (b) The notice must include:
 - (i) the time, date and venue of the meeting;
 - (ii) the agenda for the meeting, which must list the business to be dealt with at the meeting; and
 - (iii) copies of all documents referred to in the agenda.
- (c) The Community Committee may only deal with business at a meeting if the item of business is on the agenda for the meeting.

16.6 Out of meeting determinations

Subject to clause 7(4) of Schedule 2 of the Management Act, an out of meeting resolution is as valid as if that resolution is passed at a duly convened meeting of the Community Committee provided:

- (a) notice of the meeting and an agenda have been given as required by this by-law 16;
- (b) the notice is accompanied by a voting paper; and
- (c) the resolution has been approved in writing by a majority of members who complete and return their voting paper to the secretary or the member who convened the meeting before the meeting commences.

16.7 Minutes of meetings

- (a) If the Community Association has placed a notice board on Community Property, then the Community Committee complies with this by-law if the agenda, notice and minutes are placed on the notice board.
- (b) The secretary or the member who convenes a meeting, including meetings where decisions are made in writing, must give each member of the Community Committee and each member of the Community Association a copy of the minutes of the meeting within 14 days of the meeting.

16.8 Records

- (a) For each meeting, the secretary must ensure the following are properly kept with the books and records of the Community Committee for a period of 7 years from the date from the meeting:
 - (i) notices and agendas of meetings; and
 - (ii) records of decisions including minutes of meetings.
- (b) If the secretary is absent, then the chairperson must ensure the Community Committee complies with by-law 16.8(a).

16.9 Service

- (a) Notices of meetings and minutes of meetings must be given to the members of the Community Committee and the members of the Community Association:
 - (i) by hand;
 - (ii) by facsimile transmission;
 - (iii) by registered post; or
 - (iv) by electronic means, including but not limited to email,

to the address of the party to whom it is being sent noted in the Community Association's roll. Service takes effect from the day the notice or minutes are received unless a later time is specified in the notice or the minutes.
- (b) Notices and minutes are deemed to be received:
 - (i) if by hand, at the time of delivery;
 - (ii) if sent by facsimile transmission, at the time recorded on the transmission report as the time the facsimile was sent, unless:
 - (A) the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or
 - (B) the transmission report of the sender indicates a faulty or incomplete transmission;
 - (iii) if sent by registered post, on the Business Day after it is sent; and
 - (iv) if sent by electronic means, on the Business Day after it is sent unless the sender receives notice, before the Business Day after it is sent, that the email has not reached its destination or it was not delivered to the recipient.

16.10 Notice board

If the Community Association has placed a notice board on Community Property, then the requirements of this by-law are satisfied if the agenda, notice and minutes are placed on the notice board.

17. Special facilities

No part of the Community Property contains special facilities for use by Owners, Occupiers and their invitees in accordance with the Development Act.

18. Agreements in connection with Community Property

18.1 Powers of the Community Association to contract generally

In addition to its powers under any applicable Law, including the Community Legislation and elsewhere in this Management Statement, the Community Association has power under this by-law 18.1 to enter into agreements of all kinds in connection with:

- (a) the provision of:
 - (i) management, operation, maintenance, security, caretaking and other services for the Community Property;
 - (ii) services and facilities to the Owners or Occupiers of Lots; and
 - (iii) services and facilities to the Community Property; and
- (b) any other matter or thing which the Community Association believes to be in the interest and for the benefit of the Community Scheme, Owners and Occupiers of Lots or the general public.

19. Woodland Area

[Drafting note: Subject to conditions of approved consent]

19.1 Use of the Woodland Area

- (a) The Woodland Area will be accessible by Owners, Occupiers and their invitees.
- (b) The Community Association must ensure that the Woodland Area remains protected in accordance with requirements of Council.

19.2 Community Association Rules

- (a) The Community Association may make Rules and impose conditions (acting reasonably) in relation to the use of the Woodland Area.
- (b) The Community Association may amend or substitute any Rules made by the Community Association (acting reasonably) in relation to the Woodland Area subject to the requirements of the Vegetation Management Plan.
- (c) Owners, Occupiers and persons entitled to use the Woodland Area must comply with any Rules made by the Community Association under this by-law 19.

19.3 Rules

The following terms and conditions apply to the use of the Woodland Area:

- (a) the Community Association is responsible for the cleaning, Maintenance and ongoing conservation of the Woodland Area;
- (b) Owners, Occupiers and persons entitled to access the Woodland Area are only permitted to enter the Woodland Area
 - (i) on designated walking tracks, fire trails or pathways (if provided or available);
 - (ii) for authorised Maintenance and conservation activities; or
 - (iii) in the case of an emergency;
- (c) children under the age of 15 years of age must be accompanied and supervised by an adult;
- (d) casual recreational activities including picnics, sports, gatherings and off-trail walking are prohibited;
- (e) no excessive noise audible from the Woodland Area is permitted and persons must not create any noise likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully accessing the Woodland Area; and

- (f) no smoking or vaping in the Woodland Area and the immediate surrounds is permitted.

Part 4 – Optional matters

20. Contributions

20.1 Contributions

- (a) An Owner must pay:
 - (i) contributions levied under this Management Statement and the Community Legislation when they fall due; and
 - (ii) on demand, any Costs 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 the Occupier of the Owner's Lot.
- (b) If a contribution or amount payable under this Management Statement or the Community Legislation is not paid when due, then interest is payable under section 90 of the Management Act.
- (c) 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.
- (d) A certificate signed by the Community Association, its Managing Agent or the secretary of the Community Committee about a matter or a sum payable to the Community Association is prima facie evidence of:
 - (i) the amount; or
 - (ii) any other fact stated in that certificate.
- (e) Nothing in this by-law 20 affects any different apportionment for liability for expenses contained in the Development Contract (if a Development Contract is registered).

21. Obligations on Owners and Occupiers

21.1 Dealings with Community Property

- (a) Owners and Occupiers must:
 - (i) compensate the Community Association for any damage to Community Property or property vested in the Community Association caused by them or any of their invitees; and
 - (ii) ensure any children:
 - (A) are accompanied by a responsible adult if they are playing within the bounds of Community Property; or
 - (B) unless accompanied by a responsible adult, do not enter areas of Community Property that are likely to be dangerous to children.
- (b) Owners and Occupiers must not:
 - (i) without the prior written consent of the Community Association, interfere with the operation of, or modify, any equipment (if any) installed in Community Property;
 - (ii) without the prior written consent of the Community Association, interfere with Community Property or remove any article from Community Property placed there by the direction or with the authority of the Community Association;

- (iii) bring or permit to enter, any heavy article onto the Community Parcel which might cause damage to Community Property including the Woodland Area; or
- (iv) purposely damage or Harm any part of the Woodland Area, or any other plant or tree situated on or within the Community Property.

21.2 Behaviour and responsibility when on Community Property

- (a) Owners and Occupiers must:
 - (i) do all that is necessary not to break any Law when on Community Property;
 - (ii) ensure their invitees:
 - (A) are not left to remain on Community Property unsupervised except to the extent reasonably necessary for their arrival and departure or for the purpose of accessing a service located within the Community Scheme (including childcare or retail facilities);
 - (B) do not do anything they are not permitted to do under this Management Statement; and
 - (C) are removed from the Community Parcel upon refusing to comply with this Management Statement.
- (b) Owners and Occupiers must not:
 - (i) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Community Property;
 - (ii) behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Community Property;
 - (iii) obstruct the lawful use of Community Property by any person; or
 - (iv) do anything which is illegal while on Community Property.

21.3 Occupation and use of Lots

- (a) Owners and Occupiers must:
 - (i) at their own expense, comply with all Laws affecting their Lot relating to the use and occupation of their Lot;
 - (ii) at their own expense, comply with the requirements, orders and notices of all Authorities affecting their Lot or relating to the use and occupation of their Lot; and
 - (iii) on request by the Community Association, give the Community Association a copy of any consents they hold in connection with the use of, or activities on, their Lot.
- (b) Owners and Occupiers must not:
 - (i) engage in or carry out:
 - (A) any illegal conduct or activity on their Lot; or
 - (B) any activity on their Lot which requires or is likely to require the provision of any essential service main of greater capacity than that available;
 - (ii) do anything that might damage the good reputation of the Community Parcel; or
 - (iii) store on their Lot building materials, surplus excavated materials, waste, rubbish or firewood visible from any other Lot, or a public road.

21.4 Occupiers

- (a) An Owner of a Lot must ensure the Occupier of the Lot has a copy of the most recent version of the Management Statement (including any amendments or changes from time to time).

- (b) An Owner of a Lot:
 - (i) must act promptly to comply with any reasonable notice the Owner may receive from the Community Association regarding the Occupier;
 - (ii) must take all reasonable action available to ensure the Occupier of the Lot complies with those parts of the Management Statement relevant to Occupiers; and
 - (iii) must take all reasonable action available to ensure the Occupier of the Lot complies with any notice the Owner or Occupier receives from the Community Association relevant to the Occupier.

21.5 Permitted Persons

- (a) Owners and Occupiers must take all reasonable steps to ensure a Permitted Person complies with this Management Statement.
- (b) If an Owner or Occupier cannot comply with by-law 21.4(a), then that Owner or Occupier must:
 - (i) withdraw their consent to the person being on or remaining on, the Community Parcel; and
 - (ii) request that person immediately leave the Community Parcel.
- (c) 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.
- (d) Owners and Occupiers must ensure a Permitted Person does not behave in a manner likely to interfere with the peaceful enjoyment of another Owner, Occupier or any other Permitted Person in the Community Parcel.

21.6 Things done at Owner's or Occupier's Cost

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

21.7 Compliance with notice

Owners and Occupiers must comply on time with the terms of any notice displayed on Community Property by the Community Association, a Service Provider or other relevant Authority.

21.8 Communications with Community Association

A person must forward complaints, notices, applications and requests for consideration 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 Community Committee.

22. Security Keys

22.1 Community Association's rights

- (a) Subject to this Management Statement, the Community Association may restrict access to the Community Property or parts of the Community Scheme.
- (b) The Community Association may charge a reasonable fee and deposit for an additional or replacement Security Key.
- (c) The Community Association may make Security Keys available to:
 - (i) Owners and Occupiers; and
 - (ii) other persons authorised by the Community Association to hold Security Keys.

22.2 Owners and Occupiers Obligations

Any person provided with a Security Key must:

- (a) not duplicate or copy the Security Key; and
- (b) immediately notify the Community Association if the Security Key is lost, stolen or misplaced; and
- (c) when requested by the Community Association, immediately return the Security Key to the Community Association; and
- (d) take all reasonable steps to:
 - (i) ensure the Security Key remains within that person's control; and
 - (ii) safeguard the Security Key against loss, damage or theft.

23. Vehicles and parking

23.1 Restrictions on Vehicles

- (a) An Owner or Occupier of a Lot must not park a Vehicle on the Community Parcel except in the car spaces designated for that Owner or Occupier in by-law 7.
- (b) Owners and Occupiers must not park a Vehicle on Community Property for the purposes of washing the Vehicle.
- (c) Subject to by-law 23.1(d), any Vehicle with a gross weight over 4.5 tonnes may not be brought onto, garaged, parked or otherwise allowed to remain on the Community Parcel or road.
- (d) Vehicles with a gross weight in excess of 4.5 tonnes may use roads within the Community Parcel where the Vehicle is:
 - (i) associated with the Development Activities;
 - (ii) delivering goods or materials to or from Lots;
 - (iii) collecting garbage or recyclable materials operated by or under contract to the Council or as otherwise authorised by the Community Association;
 - (iv) used by the Services Providers and their officers, servants, work persons and agents; or
 - (v) authorised by the public authorities set out in Part 5.
- (e) Unregistered Vehicles, parts of Vehicles or Vehicle bodies awaiting repair or restoration (whether registered or not) may not be located on any part of the Community Parcel.

23.2 Repairs

Repairs to Vehicles must not be undertaken on any part of the Community Parcel other than as part of an approved use for the Lot and the works are undertaken within the Lot.

24. Community Association's rights

24.1 Manner of exercising Function

- (a) Except as otherwise specified in this Management Statement, the Community Association may exercise a Function:
 - (i) at its discretion; and
 - (ii) separately or concurrently with another Function.
- (b) A single or partial exercise of a Function by the Community Association does not prevent a further exercise of that Function or any other Function.

- (c) Failure by the Community Association to exercise or delay in exercising a Function does not prevent its exercise later.

24.2 Contracts

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

- (a) management, operational, maintenance, repair and other services for Community Property;
- (b) services or amenities to Owners; and
- (c) Security Services.

24.3 Remedy against Owner or Occupier

- (a) The Community Association may do anything on or in connection with a Lot which should have been done by the Owner or Occupier of the Lot under this Management Statement or under any Rules made by the Community Association but which has not been done, or has not been done properly.
- (b) If by-law 24.3(a) applies then the Community Association is entitled to:
 - (i) enter and remain on the Lot for as long as it is necessary;
 - (ii) carry out works; and
 - (iii) recover appropriate Costs under this Management Statement from the Owner or Occupier of the Lot.
- (c) The Community Association may recover any monies owing to it under this by-law as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this by-law remains unpaid, interest on that unpaid amount is payable to the Community Association by the Owner or Occupier, such interest to be payable on demand and calculated on daily balances at the same rate as interest under section 90 of the Management Act.

24.4 Business, trading and leasing activities

- (a) The Community Association may, for the purpose of exercising and performing its Functions:
 - (i) carry on a business or trading activity; or
 - (ii) lease parts of the Community Property to generate revenue.
- (b) If the Community Association carries on a business or trading activity or leases part of the Community Property, then the Community Association:
 - (i) must pay into either the administrative fund or the capital works fund of the Community Association at its election income derived by the Community Association from its leasing, business or trading activities;
 - (ii) must estimate how much money the Community Association will need to credit to the capital works fund of the Community Association;
 - (iii) may levy each member for a contribution to meet expenses associated with the Community Association carrying on leasing, business or trading activities; and
 - (iv) may distribute any net profit derived by the Community Association from carrying on a business or trading activities in accordance with section 81 of the Management Act if, in the opinion of the Community Association, the funds are not required for the purposes of either the administrative fund or the capital works fund.
- (c) If the Community Association suffers a net loss from carrying on a business or trading activities, then the Community Association must impose a levy on each member for a contribution in order to meet the amount of the net loss.

24.5 Telco Leases

- (a) As at the date of this Management Statement, the parties bound by this Management Statement disclose:
 - (i) the Telco Leases are registered over the Community Property; and
 - (ii) any rent received under the Telco Leases must be managed in accordance with by-law 24.4
- (b) Notwithstanding by-law 22 (Security Keys), the Community Association must access the Telco Tower Area in accordance with the terms and conditions of the Telco Leases.

24.6 Not liable for damage

- (a) The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any cause.
- (b) This By-law 24.6 does not apply if the damage loss or injury follows the negligence or fraud of the Community Association or any employee or agent of the Community Association.

24.7 Rules

- (a) The Community Association may make, and at any time add to, Rules for the control, management, operation, use and enjoyment of Community Property.
- (b) The Rules must not be inconsistent with:
 - (i) the Management Act;
 - (ii) the Development Act;
 - (iii) this Management Statement; and
 - (iv) the terms of any Development Consent.
- (c) The Rules bind the Community Association, each Owner, Occupier and Permitted Person.

25. Developer's rights

25.1 Remedy against Owner or Occupier

- (a) The Developer may do anything on a Lot or in connection with a Lot which should have been done by the Owner or Occupier of the Lot under this Management Statement but which has not been done, or has not been done properly.
- (b) If by-law 25.1(a) applies then the Developer is entitled to:
 - (i) enter and remain on the Lot for as long as it is necessary;
 - (ii) carry out works; and
 - (iii) recover appropriate Costs from the Owner or Occupier of the Lot.
- (c) The Developer may recover any monies owing to it under this by-law as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this by-law remains unpaid, interest on that unpaid amount is payable to the Developer by the Owner or Occupier, such interest to be payable on demand and calculated on daily balances at the same rate as interest under section 90 of the Management Act.

25.2 Not liable for damage

- (a) The Developer is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any cause.

- (b) By-law 25.2(a) does not apply if the damage, loss or injury follows the negligence or fraud of the Developer or any employee or agent of the Developer.

25.3 Not bound by certain by-laws

The Developer is not bound by by-laws 9.2, 13.4 and 21.

26. Managing Agent

26.1 Powers of Community Association

- (a) In addition to its powers under the Management Act, the Community Association has the power under this by-law to enter into agreements with a Managing Agent.
- (b) The Community Association may exercise its power under this by-law by ordinary resolution.

26.2 Appointment of a Managing Agent

Any appointment must be:

- (a) in writing;
- (b) signed by the Community Association; and
- (c) for a term of a duration in accordance with the Management Act.

26.3 Duties of Managing Agent

Subject to Division 2, Part 4 of the Management Act, the Community Association may delegate to the Managing Agent any function of the Community Association or its Community Committee or of its secretary or other officers.

26.4 Entry during Initial Period

- (a) The agreement with a Managing Agent under by-law 26.1 may be entered into during the Initial Period.
- (b) The agreement must be:
 - (i) for a term permitted by Law; and
 - (ii) for a fee not exceeding a market fee.
- (c) The effect of the agreement is disclosed in this by-law for the purposes of section 122(2)(a) of the Management Act.

27. Facilities Manager

27.1 Powers of Community Association

- (a) In addition to its powers under the Management Act, the Community Association has the power under this by-law to enter into agreements with a Facilities Manager for the purposes of providing services to the Community Scheme.
- (b) The Community Association may exercise its power under this by-law by ordinary resolution.

27.2 Appointment of a Facilities Manager

Any appointment must be:

- (a) in writing;
- (b) signed by the Community Association; and

- (c) for a term of a duration in accordance with the Management Act.

27.3 Duties of Facilities Manager

The duties of the Facilities Manager may include:

- (a) managing, operating, securing and Maintaining the Community Property;
- (b) the operation of Security Keys for Community Property including the provision of Security Keys and the re-coding of Security Keys; and
- (c) any other duties the Community Association determines as appropriate.

27.4 Entry during Initial Period

- (a) The agreement with a Facilities Manager under by-law 27.1 may be entered into during the Initial Period.
- (b) The agreement must be:
 - (i) for a term permitted by Law; and
 - (ii) for a fee not exceeding a market fee.
- (c) The effect of the agreement is disclosed in this by-law for the purposes of section 122(2)(a) of the Management Act.

28. Service Contracts

28.1 Entry during Initial Period

During the Initial Period, the Community Association may:

- (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.

28.2 Disclosure of terms

- (a) Each of the Service Contracts must be:
 - (i) for a term of no greater than two years; and
 - (ii) for a fee not exceeding the market fee for the relevant service.
- (b) The effect of the Service Contracts is disclosed in this by-law for the purposes of section 122(2)(a) of the Management Act.

28.3 Definitions

In this by-law 28:

Service Contracts means the contract or contracts entered into:

- (a) on or after the date of this Management Statement 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) Maintenance and other services in relation to the Community Property; and
- (d) garbage collection services.

29. Severance

29.1 General

- (a) If the whole or any part of a provision of a by-law is void, unenforceable or illegal:
 - (i) it is severed; and
 - (ii) the remainder of the by-laws have full force and effect.
- (b) By-law 29.1(a) has no effect if the severance alters the basic nature of the by-laws or is contrary to public policy.

Part 5 – By-laws required by public authorities

30. Vegetation Protection

[Drafting Note: the terms of this by-law will be further amended as a result of Authority requirements and the terms of the VMP]

- (a) The Community Association must comply with the:
 - (i) Vegetation Management Plan (including all ongoing maintenance obligations under the Vegetation Management Plan); and
 - (ii) requirements of the relevant Authority in respect of the Vegetation Management Plan.
- (b) By implementing the Vegetation Management Plan, the Community Association must achieve the following environmental outcomes:
 - (i) protecting the areas of the Woodland Area threatened ecological community where it occurs on the Property;
 - (ii) maintaining and improving the condition of the Woodland Area on the Property through removal of weeds and assistive regeneration with local provenance stock of species comprising the Woodland Area; and
 - (iii) preventing any avoidable Harm to the Woodland Area and mitigating unavoidable and accidental Harm to the Woodland Area.
- (c) The Community Association must (or may appoint a contractor to) carry out any ongoing management, repair and maintenance of the Community Parcel (including the Woodland Area) and prepare annual reports that assess the management actions in accordance with the Vegetation Management Plan.
- (d) The Community Association must not approve an application to carry out Works if the proposed Works conflict with the Vegetation Management Plan.

31. Asset Protection Zone

31.1 Council requirements

[Drafting Note: The terms of this by-law may be amended as a result of Authority requirements]

- (a) Part of the Property is the subject of an asset protection zone as shown on the Community Plan and described in the associated Registered Section 88B Instrument (**APZ Areas**).
- (b) The Community Association, in respect of those parts of the Community Property comprising APZ Areas, and Owners and Occupiers of APZ Areas must Maintain the APZ Areas in accordance with the terms of [the APZ Covenant] and Appendix 4 of Planning for Bush Fire Protection 2019 including, but not limited to, the removal of vegetation in accordance with fuel load requirements and restricting the placement of combustible materials, buildings or Improvements.

- (c) The Community Association, and Owners and Occupiers of APZ Areas must comply at all times with the requirements of the NSW Rural Fire Service relevant and applicable at the time.
- (d) This by-law 31 shall not be amended in any way without the written consent of Council.

Part 6– Dictionary and Interpretation

32. Dictionary

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

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

APZ Area has the meaning given to the term in by-law 31.1(a).

APZ Covenants means [insert].

Architectural and Landscape Design Guidelines means the Architectural and Landscape Standards prescribed under this Management Statement (copy attached) as amended under this Management Statement.

Association Property Rights By-law means a by-law referred to in Division 3 of Part 7 of the Management Act.

Authority means any government statutory, public or other authority which has jurisdiction over the Community Parcel, including the Council.

Business Day means any day trading banks in New South Wales are open for business.

Car Park Plan the plan identifying the Car Spaces on the Community Property, a copy of which is attached.

Car Spaces has the meaning given to that term in by-law 7.1.

Community Association means the corporation that:

- (a) is constituted by section 8 of the Development Act on registration of the Community Plan; and
- (b) is established as a community association by section 8 of the Development Act.

Community Committee means the Community Committee of the Community Association as constituted or elected under this Management Statement and the Management Act.

Community Legislation means the Development Act, the Management Act and related legislation.

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

- (a) Community Property;
- (b) a public reserve or a drainage reserve; or
- (c) land that has been severed from the Community Scheme.

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

Community Plan means the plan to which this Management Statement relates.

Community Property means the property described in by-law 9.1. The expression includes Services Lines through which Private Services pass.

Community Scheme means the community scheme constituted on registration of the Community Plan.

Cost includes any cost, charge, expense, loss, liability or damage.

Council means Canterbury Bankstown City Council or its successor.

Developer means any of the following:

- (a) Mirvac Residential (NSW) Developments Pty Limited ACN 609 513 135 or its nominated entity; and
- (b) any person who is the registered proprietor of a Community Development Lot and in respect of which the Developer has given notice to the Community Association to the effect that that person is to have the rights of the Developer under this Management Statement.

Development Act means *Community Land Development Act 2021* (NSW).

Development Activities means anything which may be done in connection with the development in the Community Parcel as is from time to time determined by the Developer, including:

- (a) any form of demolition work, excavation work or landscaping work;
- (b) any form of building work or work ancillary to or associated with building work, including but not limited to:
 - (i) construction of or adjustment to fencing;
 - (ii) defect rectification works;
 - (iii) the installation of any Service and associated Service Lines;
 - (iv) the construction of roads and footpaths to be dedicated to Council;
 - (v) the construction of a Pedestrian Access Way;
 - (vi) the construction of a carpark on Community Property;
- (c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition;
- (d) the subdivision of land forming part of the Community Parcel;
- (e) the acquisition of land to form part of the Community Parcel;
- (f) the conversion of a Community Development Lot to Community Property;
- (g) the severance or transfer of a Community Development Lot from the Community Parcel;
- (h) the dedication of land forming part of the Community Parcel;
- (i) the Selling and Leasing Activities; and
- (j) any other development permitted to be carried out by the Developer under the Development Contract (if any).

Development Application means an application to the Consent Authority or an Accredited Certifier in connection with any Works on a Lot.

Development Consent means consent under the *Environmental Planning & Assessment Act 1979* (NSW) to a Development Application.

Facilities Manager means the facilities manager of the Community Scheme that may be appointed by the Community Association from time to time under by-law 27.

Function includes a duty, right or obligation.

General Meeting means an Annual General Meeting or a Special General Meeting of the Community Association.

Harm means to cause any measurable direct or indirect disturbance or deleterious change as a result of any activity associated with the development of the Property by the Developer.

Improvements means any building, structure, addition, modification, external repairs (other than minor repairs to existing Improvements), landscaping, installation of new Services and alterations to or interference with existing Services. "Improvements" does not include any works which may be constructed or carried out without the consent of a consent authority or an accredited certifier.

Initial Period has the meaning given to it by the Community Legislation.

Law means any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Lot means a lot within the Community Scheme and includes a Community Development Lot and any subdivision of a Community Development Lot.

Lot 2 means lot 2 in the Community Plan.

Lot 3 means lot 3 in the Community Plan.

Maintain includes maintain in good condition, keep clean and tidy, repair as necessary and replace as necessary, and **Maintenance** has a corresponding definition.

Management Act means *Community Land Management Act 2021* (NSW).

Management Statement means this management statement being the community management statement registered with the Community Plan, as amended from time to time under the Community Legislation.

Managing Agent means the licensed managing agent appointed under clause 26.

Objectives means the objectives stated in by-law 1.2.

Occupier means the occupier for the time being of a Lot including a lessee, sublessee, under-lessee or licensee of a Lot, not being the Owner.

Owner means the registered proprietor for the time being of a Lot and includes (unless inappropriate) any mortgagee in possession.

Pedestrian Access Way means that part of the Community Property designated as such on the Pedestrian Access Way Plan.

Pedestrian Access Way Plan means the plan illustrating the Pedestrian Access Way attached to this Management Statement.

Permitted Person means a person permitted by an Owner, Occupier or the Community Association to enter the Community Parcel.

Privacy Act means *Privacy Act 1988 (Cth)*.

Private Service has the meaning given in by-law 13.1.

Property means the Community Parcel.

Registered Section 88B Instrument means the Section 88B Instrument registered with the Community Plan.

Restricted Community Property means the whole or a part of Community Property the use of which is restricted under an Association Property Rights By-law.

Rules means the rules of the Community Association the subject of by-law 24.7.

Security Key means a key, card, magnetic or other device use to

- (a) open and close gates and other means of regulating access and egress to and from the Woodland Area and the Telco Tower Area (subject to the terms of the Telco Leases); or
- (b) operate alarms, security systems or communication systems; or
- (c) operate any equipment or system if applicable.

Section 88B Instrument means an instrument registered under section 88B of the *Conveyancing Act 1919* (NSW).

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

- (a) an Owner;
- (b) an Occupier; or
- (c) a Lot.

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 means any service provided to Property including water, electricity, telecommunications (including the national broadband network) and sewerage.

Service Line means the structures, machinery, equipment and items 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, dam, pond, lake, 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 an Authority that provides a Statutory Service.

Sign includes any sign, light, advertisement, name, notice, placard, banner or other similar item the purpose of which is to advertise any product, service or activity and includes for sale and to let signs.

Special General Meeting means a meeting of the Community Association that is not an Annual General Meeting.

Special Resolution has the meaning given to it by the Community Legislation.

Special Restricted Community Property has the meaning given in by-law 6.2.

Statutory Easement means an easement created pursuant to Division 2 Part 5 of the Development Act.

Statutory Right means a right created by Law.

Statutory Service means a Service provided by a Service Provider.

Telco Leases means:

- (a) the leases to Crown Castle (dealing numbers AH574655, AH574656 and AH574657) in respect of that part of the Community Property designated 'L1' and 'L2' on the Telco Tower Plan; and
- (b) the leases to Amplitel Pty Ltd (dealing numbers AH208745 AND AH208746) in respect of that part of the Community Property designated 'L2' on the Telco Tower Plan.

Telco Tower Area means that part of the Community Property the subject of the Telco Leases, as outlined in the sketch attached to this Management Statement.

Unanimous Resolution means a resolution without a vote being cast against it.

Vegetation Management Plan means the vegetation management plan prepared by Cumberland Ecology dated 30 July 2025 relating to the Woodland Area, as may be reviewed and updated from time to time, a copy of which is attached.

Vehicle means vehicles of any kind including motor vehicles, motor cycles, trucks, vans, bicycles, boats, trailers, caravans and horse floats.

Woodland Area means that part of the Community Property zoned C2 Environmental Conservation Zone, comprising approximately 2 hectares of remnant Cumberland Plain Woodland.

Works means, in connection with a Lot:

- (a) the erection of a building on the Lot;
- (b) any extension or addition to an existing building on the Lot;
- (c) the demolition of a building on the Lot; or
- (d) activities referred to in and intended to be regulated by the Architectural and Landscape Design Guidelines,

but excluding:

- (e) the Development Activities; and
- (f) the internal refurbishment to the Improvements on the Lot.

Works Rules means the rules of the Community Association the subject of by-law 4.8.

33. Interpretation

33.1 Construction

In this Management Statement unless the context indicates a contrary intention:

- (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;
- (b) a thing includes the whole or each part of it; and
- (c) the singular includes the plural and vice versa.

33.2 Headings

Headings do not affect the interpretation of the by-laws.

33.3 Cumulative rights and obligations

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.

33.4 Community Legislation

Words and expressions not defined in this Management Statement but defined in the Community Legislation have the meaning given to them by the Community Legislation.

Architectural and Landscape Design Guidelines

[Drafting note: subject to further amendments following development consent]

1. Preserving the theme

This Part controls and preserves the architectural and landscaping essence and theme of the Community Scheme.

2. Architectural Code

The Community Association must not amend, add to or cancel these Architectural and Landscape Design Guidelines without a special resolution as per By-Law 2.3 of this Management Statement.

3. Approving Building Works and Landscaping Works

Owners and Occupiers must obtain consent from the Community Committee before lodging a Development Application, applying for a complying development certificate or commencing any exempt development to carry out Works to a Lot.

The Community Committee as the case may be, may refuse consent if the proposed Works do not comply with these Architectural and Landscape Design Guidelines and / or this Management Statement (as applicable).

4. Community Lot Works

4.1. Compliance

When carrying out any works to a Lot, a member, Owner or Occupier must comply with:

- a) this Management Statement and these Architectural and Landscape Design Guidelines;
- b) any conditions imposed by the Community Committee under by-law 4.5(c) of this Management Statement;
- c) all consents and approvals granted by the relevant Authority;
- d) NSW Fire Brigade Guidelines in relation to Asset Protection Zones and bushfire attack levels (as applicable); and
- e) all Laws.

4.2. Works

Owners and Occupiers and members of a Lot must not carry out any works to any external area or façade or structure within a Lot which substantially changes the external appearance, façade or structure of the dwelling and are visible from Community Property.

5. Landscape Areas

5.1. Private Gardens and Landscaped Areas

The Owner or Occupier of each Lot must maintain any landscaped area within their Lot. If the landscaped area of any Lot is visible from the Community Property or public road, the Owner or Occupier must maintain the landscaped area to the nature, standard and quality of garden, planting species and density installed within that Lot by the Developer and to the reasonable satisfaction of the Community Association.

Any replacement planting within a Lot and which is visible from Community Property or public road must:

- a) be consistent with the landscaping design and quality, planting species and density as that supplied and installed by the Developer in the Community Parcel;

- b) not damage any fencing or other landscape retaining structures within the Lot or adjacent to the Lot; and
- c) not damage or otherwise interfere with the fencing or landscaping of the Community Property.

5.2. Landscaping of the Community Property

The landscaping of the Community Property must be maintained by the Community Association.

Owners and Occupiers of a dwelling must not, and must ensure that any visitor to the dwelling does not:

- a) remove, replace or modify the landscaping of the Community Property; or
- b) damage or otherwise interfere with the landscaping of the Community Property.

6. Streetscape

The Owner or Occupier of each Lot must maintain the building and external areas within that Lot facing the public road or visible from the Community Property in clean and tidy condition.

The placement of furniture, lights or other decorative items within the external area of a Lot visible from the Community Property or public road is permitted as long as those items:

- a) do not impact traffic and traffic view lines;
- b) do not adversely impact in any way a neighbouring Lot, or Owner or Occupier of a neighbouring Lot (i.e. noise, light spill, etc);
- c) do not damage or otherwise interfere with the building, hardscape and landscaping area within that Lot or on Community Property as installed by the Developer;
- d) are, where appropriate, fixed to the façade of the building such as name signage or art.

7. Bushfire Requirements and Asset Protection Zone

The Owner or Occupier of each Lot located within the Asset Protection Zone, as may be shown on the Community Plan and may be described in the associated Registered Section 88B Instrument, must comply with the Bushfire Requirements as stated in this Management Statement.

The Asset Protection Zones are to be maintained in accordance with the NSW Rural Fire Service's document 'Standards for Asset Protection Zones' and Appendix 4 of Planning for Bush Fire Protection 2019 and include but are not limited to:

- a) within the inner protection area, being all areas within 20 metres from the building located on Lot 2:
 - i. minimal fine fuel at ground level (ie no litter or coarse woody debris);
 - ii. shrubs not located below trees with no more than 10% cover of the area of the Lot;
 - iii. tree canopy cover not more than 15% with preference for smooth barked evergreen trees; and
 - iv. Grasses can be retained but must be maintained at below 100 mm height (taller sedges and rushes will require removal);
- b) within the outer protection area, being all areas between 20 metres and 40 metres from the building located on Lot 2:
 - i. minimal fine fuel at ground level (ie no litter or coarse woody debris);

- ii. shrubs not located below trees with no more than 20% cover of the area of the Lot;
- iii. tree canopy cover not more than 30% with preference for smooth barked evergreen trees;
and
- iv. Grasses can be retained but must be maintained at below 100 mm height (taller sedges and rushes will require removal).

draft

Vegetation Management Plan

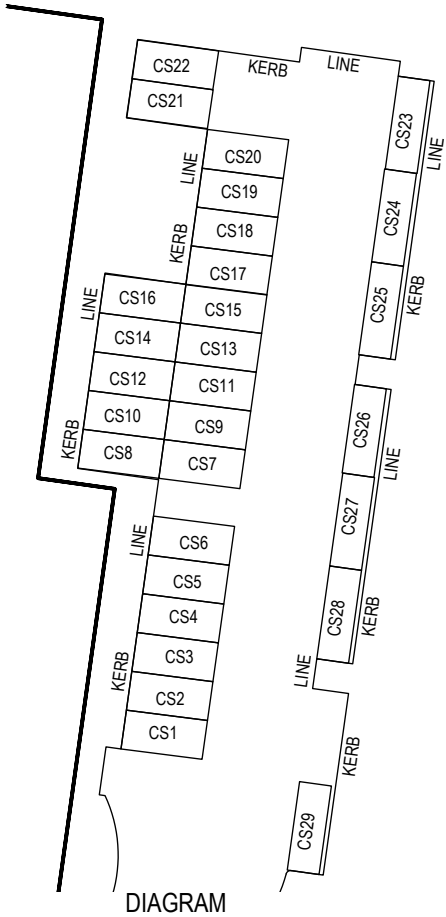
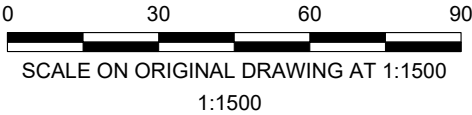
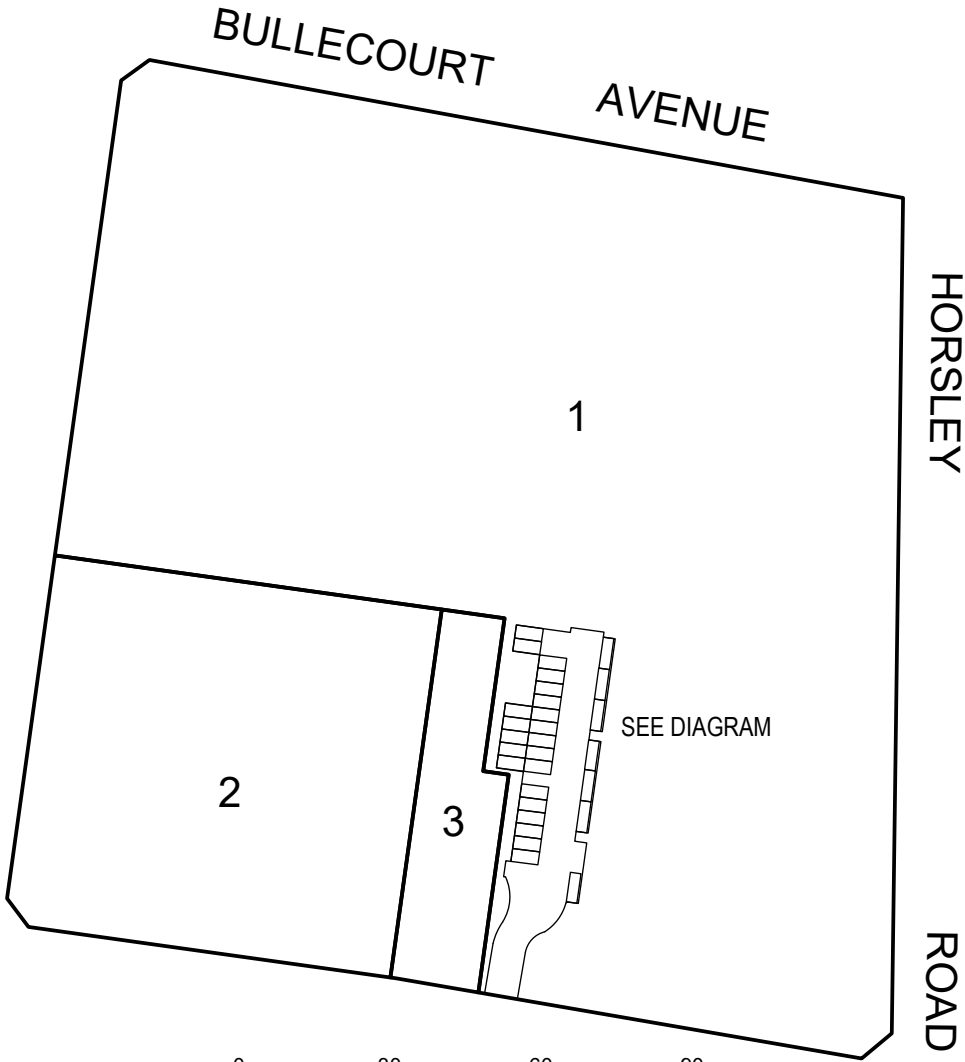
[To be inserted]

draft

Car Park Plan

draft

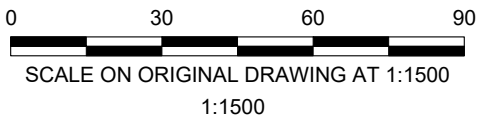
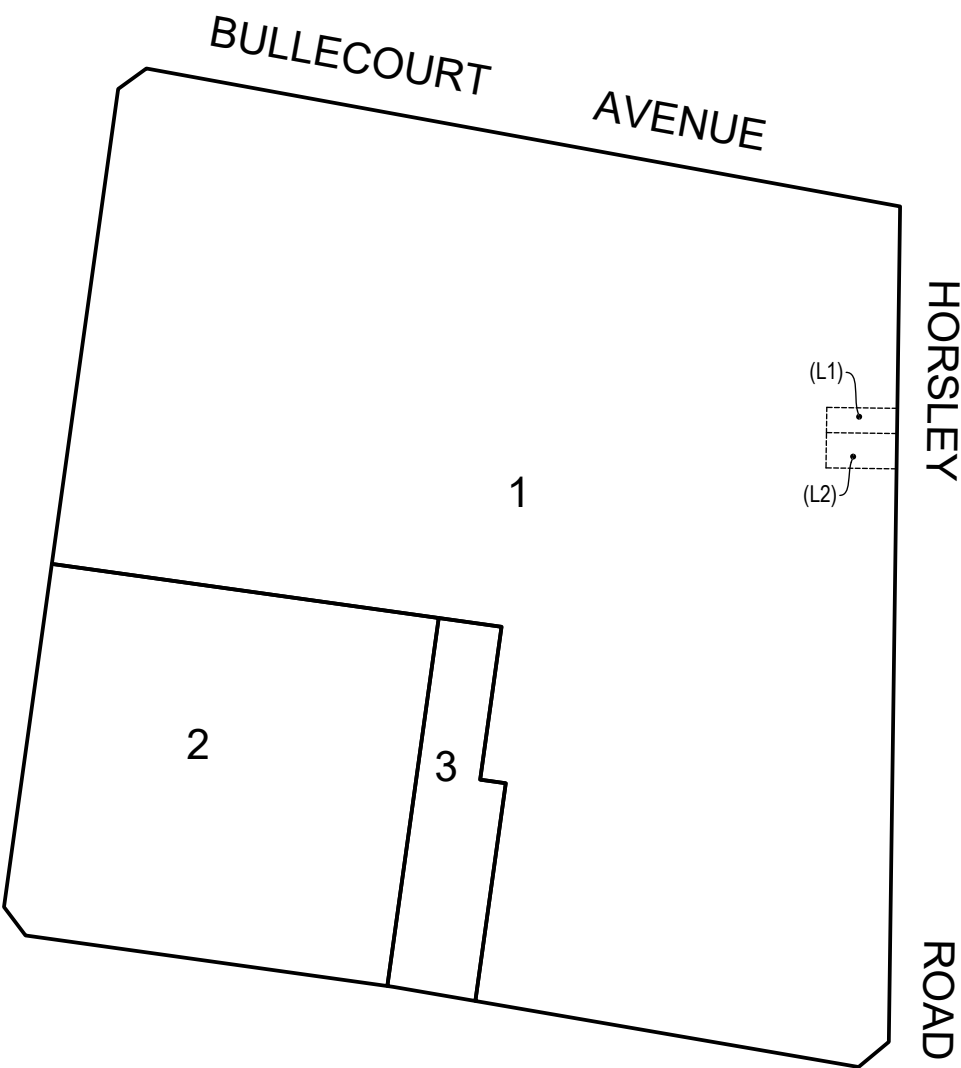
Sketch showing parking spaces



Telco Tower Area

draft

Sketch showing lease areas.



(L1) LEASES TO CROWN CASTLE (AH574655, AH574656, AH574657)
(L2) LEASES TO AMPLITEL PTY LTD (AH208745 AND AH208746) AND LEASES TO CROWN CASTLE (AH574655, AH574656, AH574657)

Pedestrian Access Way Plan

[To be inserted]

draft

Signing page

EXECUTED as an agreement.

Registered Proprietor

Executed pursuant to section 23 of the Western
Sydney University Act 1997 by the Vice-
Chancellor of)

Western Sydney University ABN 53 014 069 881)
acting lawfully under delegated authority and in)
the presence of:

.....
Signature of witness

.....
Signature of Professor [Barney Glover]
Vice-Chancellor
Western Sydney University

.....
Name of witness (block letters)

Signed by Developer

**Signed for Mirvac Residential (NSW)
Developments Pty Limited** ACN 609 513 135
under power of attorney dated [date] registered
number [number] book number [book number] in
the presence of

Signature of witness

Signature of attorney

Name of witness (print)

Signature of witness

Signature of attorney

Name of witness (print)

Consents and Approvals

Certificate of approval	
Canterbury Bankstown City Council certifies that:	
(a)	it has approved the development described in Development Application No i. [insert]
(b)	the terms and conditions of this Management Statement are consistent with that development as approved.
Dated this [#] day of [##] 20[]	
Signed on behalf of Canterbury Bankstown City Council	
Signature	
Name (print)	