



COMMUNITY MANAGEMENT STATEMENT

DP270347 – 'BREAKFAST POINT', 6 MAGNOLIA DRIVE, BREAKFAST POINT NSW 2137

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PART 1

By-Laws Fixing Details of Development

This Community Management Statement

1. Nature of a community management statement

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

2. Entities with ownership and management responsibilities

This management statement identifies 4 entities in the Community Scheme that have ownership and management responsibilities. These are:

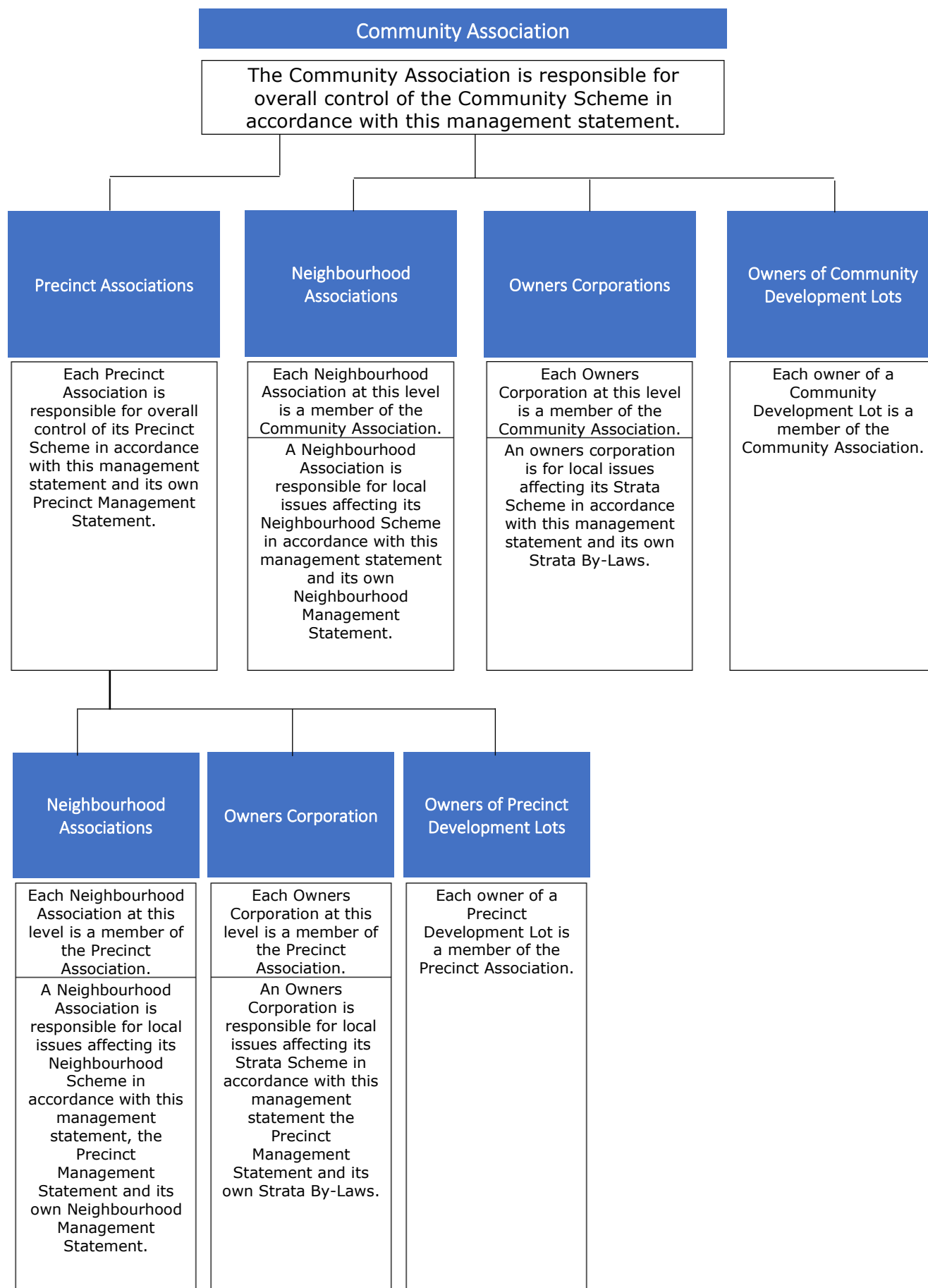
- (a) Community Association; and
- (b) Precinct Association; and
- (c) Neighborhood Association; and
- (d) Owners Corporation

3. Types of Lot

- (a) Community Development Lot; and
- (b) Precinct Development Lot; and
- (c) Neighbourhood Lot; and
- (d) Strata Lot.

4. Management Structure

The management structure for the Community Scheme is as follows:



5. Compliance with this Management Statement and Subsidiary Body By-Laws General Requirements

- 5.1 The Community Association, each Subsidiary Body and each Owner or Occupier must comply with this management statement.
- 5.2 A Precinct Association and each Owner or Occupier of a Precinct Development Lot must comply with the applicable Precinct Management Statement.
- 5.3 A Neighbourhood Association and each Owner or Occupier of a Neighbourhood Lot must comply with an applicable Precinct Management Statement and the applicable Neighbourhood Management Statement.
- 5.4 An Owners Corporation and each Owner or Occupier of a Strata Lot must comply with an applicable Precinct Management Statement and the applicable Strata By-Laws.

Special Requirements for Some Lots

- 5.5 To ensure that this management statement and any applicable Subsidiary Body By-Laws provide appropriately for the rights and obligations of Owners and Occupiers of each type of Lot, some by-laws apply specifically to and must be complied with by those Owners and Occupiers.
- 5.6 By-Laws that do not specifically apply to one or more than one type of Lot apply to all Lots and must be complied with by all Owners and Occupiers.

6. Structure of this Management Statement

This management statement has 7 parts:

Part 1	This Community Management Statement Architectural and Landscape Standards and Works	By-Laws 1 to 6 are about the purpose of this management statement and how it works. The Community Association may vary these by-laws by special resolution. These by-laws relate to the management, administration, control, use or enjoyment of lots in an association scheme or the association property and to the control or preservation of the essence or theme of the community scheme. (see section 128 of the Management Act). By-Laws 7 and 8 are about how the Community Association will control and preserve architectural and landscape standards and the procedures to be followed before Works are carried out. The Community Association may vary these by-laws only by special resolution.
Part 2	Restricted Community Property	By-Laws about Restricted Community Property and Restricted Subsidiary Body Property are in this part. The Community Association may vary by-laws in this part only by special resolution and only with

		the consent of the person entitled to the benefit of the by-law varied.
Part 3	Mandatory Matters	<p>By-Laws about many matters including open access ways, Community Property, Subsidiary Body Property, fencing, garbage, services and insurance are in this part.</p> <p>The Community Association may vary by-laws in this part by special resolution.</p>
Part 4	Optional Matters	<p>By-Laws about many matters including obligations and requirements of the Community Association, Subsidiary Bodies, Owners and Occupiers, keeping animals, laundry, security, trading activity, parking, signs and agreements which may be entered into.</p> <p>The Community Association may vary by-laws in this part by special resolution.</p>
Part 5	By-Laws required by Authorities	<p>By-Laws required by Authorities.</p> <p>The Community Association may vary by-laws in this part by special resolution and only with the consent of the Authority that required them.</p>
Part 6	Definitions and Interpretation	<p>This part explains what capitalised words and expressions mean. It also explains how to interpret this management statement.</p> <p>The Community Association may vary by-laws in this part by special resolution.</p>
Part 7	Plans	This part comprises the plans forming part of this management statement.

ARCHITECTURAL AND LANDSCAPE STANDARDS AND WORKS

7. Architectural and Landscape Standards **AMENDED to read as follows (AR865049):**

Standards

- 7.1 The Community Association may prescribe and vary architectural and landscape standards for the Community parcel generally and for any Community Development Lot specifically, by special resolution and, while BPPL owns any Lot, only after receiving the consent of BPPL.

- 7.2 A Subsidiary Body may prescribe architectural and landscape standards for a Subsidiary Body Parcel generally and if the Subsidiary Body Scheme is a Precinct Scheme or a Neighbourhood Scheme for any lot in the Subsidiary Plan specifically, by special resolution within 6 months of registration of the Subsidiary Plan and, while BPPL owns a Lot, only after receiving the consent of BPPL.
- 7.3 BPPL may prescribe architectural and landscape standards for any Community Development Lot.
- 7.4 If a subsidiary Body prescribes architectural and landscape standards under this by-law 7:
- (a) the Subsidiary Body must promptly serve on the Community Association a copy of the architectural and landscape standards prescribed; and
 - (b) after receipt of that copy the Community Association is responsible for the administration of those architectural and landscape standards as though the Community Association had itself prescribed them.
- 7.5 If BPPL prescribes architectural and landscape standards under this by-law 7:
- (a) BPPL must promptly serve on the Community Association a copy of the architectural and landscape standards prescribed; and
 - (b) after receipt of that copy the Community Association is responsible for the administration of those architectural and landscape standards as though the Community Association had itself prescribed them.
- 7.6 The parties bound by this management statement are bound by the Architectural and Landscape Standards.

Inconsistency

- 7.7 If there is inconsistency between the architectural and landscape standards prescribed by a Subsidiary Body and the architectural and landscape standards prescribed by the Community association, the architectural and landscape standards prescribed by the Community Association prevail and the architectural and landscape standards prescribed by the Subsidiary Body are taken to be varied to the extent necessary to remove the inconsistency.
- 7.8 If there is inconsistency between the architectural and landscape standards prescribed by BPPL and the architectural and landscape standards prescribed by the Community Association, the architectural and landscape standards prescribed by the Community Association prevail and the architectural and landscape standards prescribed by BPPL are taken to be varied to the extent necessary to remove the inconsistency.
- 7.9 If there is inconsistency between the architectural and landscape standards prescribed by BPPL and the architectural and landscape standards prescribed by a Subsidiary Body, the architectural and landscape standards prescribed by the Subsidiary Body prevail and the architectural and landscape standards prescribed by BPPL are taken to be varied to the extent necessary to remove the inconsistency.

Application to vary

- 7.10 A Subsidiary Body may request the Community Association to vary for its Subsidiary Body Parcel, the Architectural and Landscape Standards.
- 7.11 A Subsidiary Body may request the Community Association to vary for a Lot in its Subsidiary Plan, the Architectural and Landscape Standards.
- 7.12 An Owner or Occupier may request the Community Association to vary for their Lot, the Architectural and Landscape Standards.
- 7.13 A request referred to in by-law 7.10, by-law 7.11 or by-law 7.12 must contain sufficient details of the proposed variation to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed variation.
- 7.14 With respect to non-landscaping matters a person requesting to vary the Architectural and Landscape Standards must provide to the Community Association a letter from the Scheme Architect setting out the Scheme Architect's opinion as to the variation requested. With respect to landscaping matters a letter from the Scheme Landscape Architect must be provided to the Community Association setting out their opinion as to the variation requested.
- 7.15 The Community Association may, in order to determine a request referred to in by-law 7.10, by-law 7.11 or by-law 7.12, require the provision of additional information, reports or documents.

Copy of Architectural and Landscape Standards to be provided

- 7.16 If the Community Association varies the Architectural and Landscape Standards, the Community Association must, within a reasonable time, provide a copy of the Architectural and Landscape Standards as varied to:
- (a) each Subsidiary Body; and
 - (b) each Owner of a Community Development Lot.

- 7.17 If requested by a Subsidiary Body or an Owner or Occupier, the Community Association must provide, at a reasonable cost to that Subsidiary Body, Owner or Occupier, a current copy of the Architectural and Landscape Standards.

8. Works AMENDED to read as follows (AR865049):**Approvals**

- 8.1 Subject to by-laws 8.16 and 8.17, no Works may be carried out or remain in the community Parcel unless:
- (a) the provisions of this by-law 8 have been complied with; and
 - (b) all necessary approvals have been obtained in accordance with this by-law 8; and
 - (c) any conditions imposed on those approvals have been complied with.
- 8.2 Subject to by-laws 8.16 and 8.17, a person must not carry out Works in any part of the Community Parcel unless that person first obtains the approval of the Association Committee.
- 8.3 Subject to by-laws 8.16 and 8.17, in addition to the approval of the Association Committee under by-law 8.2:
- (a) if the Works are to be carried out in part of a Subsidiary Body parcel or in Community Property restricted to a Subsidiary Body, the approval of the relevant Subsidiary Body; and
 - (b) the approval of any relevant Authority whose approval is required by law, must be obtained.

Plans and specifications

- 8.4 A person seeking approval to carry out Works must provide to the Association Committee when making the application:
- (a) plans and specifications for the approval of the Association Committee;
 - (b) with respect to non-landscaping matters, a certificate from the Scheme Architect that the works comply with the Architectural and Landscape Standards; and
 - (c) with respect to landscaping matters, a certificate from the Scheme Landscape Architect that the Works comply with the Architectural and Landscape Standards and that the Scheme Landscape Architect raises no objection to the change that will result from the Works.

Decision of Association Committee

- 8.5 To assist the Association Committee in exercising its powers under this by-law 8, the Association Committee may:
- (a) request the person seeking approval to submit:
 - (i) additional plans and specifications; and
 - (ii) details of changes to be made to the plans and specifications if an Authority requires those changes; and
 - (iii) any other relevant information or material, including reports; and
 - (b) at the cost of the person seeking approval, retain the services of an independent consultant with special skills and expertise in:
 - (i) architecture; or
 - (ii) landscaping; or
 - (iii) any other relevant discipline.
- 8.6 In making a decision as to whether to approve an application to carry out Works, the Association Committee must only be concerned with whether the proposed Works comply with the Architectural and Landscape Standards.
- 8.7 If the Association Committee does not make a decision within 3 months after it determines that it has received all the information it requires to enable it to make a decision, the Association Committee is taken to have refused the application to carry out the Works.
- 8.8 If the Association Committee approves the carrying out of Works, that approval does not prevent the Association Committee from disapproving or approving, with conditions, future Works of the same or similar nature.

Dispute Resolution

- 8.9 The Association Committee and a person seeking approval to carry out Works must endeavour in good faith to resolve a dispute under this management statement before any action is taken under by-law 8.10.
- 8.10 If a person seeking approval to carry out Works disputes that the Association Committee has properly applied the Architectural and Landscape Standards in making a decision under this by-law 8 or if the Association Committee is taken to have refused the application to carry out Works under this by-law 8, the matter can be referred by that person or the Association Committee to an expert determinator nominated by the Royal Australian Institute of Architects New South Wales Chapter at the request of that person or the Association Committee (Expert Determinator).

- 8.11 A decision of the Expert Determinator appointed under by-law 8.10 is taken to be a decision of the Association Committee and binds all parties. By-Laws 8.9, 8.10 and this by-law 8.11 are not intended to and do not exclude access to the dispute resolution provisions of the Management Act.
- 8.12 The costs of a reference under by-law 8.10 are to be paid as the Expert Determinator decides but if the Expert Determinator does not make a decision about those costs, then they are to be paid by the party against whom the Expert Determinator's decision is made or if there is not such party, by the parties equally.

Conditions of approval and bond

- 8.13 The Association Committee may:
- (a) impose reasonable conditions when it gives its approval to carry out Works; and
 - (b) require the person seeking approval to provide a bond of such reasonable amount as the Association Committee determines to be held on account of any damage that may be caused to Community Property or Subsidiary Body Property as a result of the Works.
- 8.14 Any bond lodged under this by-law 8 must be returned to the person seeking approval to carry out Works within 90 days after notification by that person of completion of the Works and a request for return of the bond, after a deduction (if any) for damage to Community Property or Subsidiary Body Property.

Carrying out Works

- 8.15 A person who has received approval to carry out Works must, during such carrying out:
- (a) ensure that the Works are carried out in a proper and workmanlike manner; and
 - (b) ensure that the Works are carried out to the reasonable satisfaction of the Community Association, any relevant Subsidiary Body and any relevant Authority; and
 - (c) ensure there is no damage to Services or Service Lines in the Community Parcel; and
 - (d) repair any damage caused to any part of the Community Parcel as a result of the Works.
 - (e)

Developer's Rights

- 8.16 The Developer has all rights necessary to enable and assist the Developer to carry out the Development Activities, including:
- (a) the right to carry out the Development Activities in stages; and
 - (b) the right to use Special Restricted Community Property and any part of it in connection with the Development Activities.
- 8.17 Nothing in this by-law 8:
- (a) affects the rights of the Developer to carry out Development Activities; or
 - (b) impose an obligation on the Developer to obtain approval under this by-law 8 for the purposes of carrying out Development Activities.

PART 2

Restricted Community Property

9. Repealed (28 March 2022)

10. Letterboxes

- 10.1 This by-law 10 is a Restricted Community Property By-Law. The Community Association can vary it only by special resolution and with the consent of each Relevant Letterbox Owner.
- 10.2 Use of a letterbox that is installed in Community Property immediately adjacent to a Community Development Lot (Relevant Letterbox) is restricted to the Owner or Occupier of that Lot (Relevant Letterbox Owner).
- 10.3 Subject to this management statement and any directions given by the Community Association or any Subsidiary Body from time to time a Relevant Letterbox Owner may have:
- (a) access by all means and at all times to; and
 - (b) exclusive use of, the Relevant Letterbox.
- 10.4 A Relevant Letterbox Owner must maintain in good condition, repair and replace the Relevant Letterbox at the Relevant Letterbox Owner's cost.
- 10.5 A Relevant Letterbox Owner must not replace the Relevant Letterbox unless the letterbox is damaged or destroyed, in which case:
- (a) the structure of the replacement letterbox must be in accordance with the Architectural and Landscape Standards; and

- (b) the replacement letterbox must be located in the same position as the Relevant Letterbox.
- 10.6 For the purposes of compliance with section 135 of the Management Act it is noted that there are no matters for inclusion in this by-law 10 relating to the determination, imposition and collection of levies on Relevant Letterbox Owners.

11. Restricted Community Property 1

Restricted Community Property By-Law

- 11.1 This by-law 11 is a Restricted Community Property By-Law. The Community Association can vary it only by special resolution and with the consent of each of the Restricted Community Property 1 Owners Corporations.

Use of Restricted Community Property 1

- 11.2 Use of Restricted Community Property 1 is restricted to the Restricted Community Property 1 Owners Corporations.
- 11.3 The Strata By-Laws of the Restricted Community Property 1 Strata Schemes may authorise or, in the absence of that authorisation, the Restricted Community Property 1 Owners Corporations must authorise the Owners and Occupiers of Strata Lots in their respective Strata Schemes and persons authorised by them to use Restricted Community Property 1.
- 11.4 Subject to the Management Act, this management statement, the applicable Strata By-Laws and any directions given by the Community Association or any Subsidiary Body from time to time:
- (a) the Restricted Community Property 1 Owners Corporations may lock or otherwise secure parts of Restricted Community Property 1 provided that the secretary of the Community Association is given a key or other means of access to the locked or secured parts; and
 - (b) persons authorised under by-law 11.3 may at all times:
 - (i) have unrestricted access to Restricted Community Property 1; and
 - (ii) use Restricted Community Property 1 for recreation and all other lawful purposes.

Obligations of the Restricted Community Property 1 Owners Corporation

- 11.5 The Restricted Community Property 1 Owners Corporations must control, manage, maintain in good condition, repair and replace Restricted Community Property 1. To the extent legally possible in this by-law 11.5 operates to waive the obligation of the Community Association to control, manage, maintain in good condition, repair and replace Restricted Community Property 1.
- 11.6 The Restricted Community Property 1 Owners Corporations must reimburse the Community Association for any costs the Community Association incurs in connection with Restricted Community Property 1 in shares proportional to the respective unit entitlements of the Community Development Lots the subdivision of which by Strata Plans constitutes the Restricted Community Property 1 Owners Corporations.

Obligations of the Community Association

- 11.7 The Community Association must give the Restricted Community Property 1 Owners Corporations regular accounts for the amounts to be reimbursed under this by-law 11. The Community Association may:
- (a) include those accounts in administrative fund notices for the Restricted Community Property 1 Owners Corporations; and
 - (b) require the Restricted Community Property 1 Owners Corporations to pay the amounts to be reimbursed under this by-law 11 in advance and quarterly or at other intervals reasonably determined by the Community Association.
- 11.8 For the purposes of compliance with section 135 of the Management Act it is noted that there are no matters for inclusion in this by-law 11 relating to the determination, imposition and collection of levies on the Restricted Community Property 1 Owners Corporations.

12. Restricted Community Property 2

Restricted Community Property By-Law

- 12.1 This by-law 12 is a Restricted Community Property By-Law. The Community Association can vary it only by special resolution and with the consent of each of the Restricted Community Property 2 Owners Corporations.

Use of Restricted Community Property 2

- 12.2 Use of Restricted Community Property 2 is restricted to the Restricted Community Property 2 Owners Corporations.
- 12.3 The Strata By-Laws of the Restricted Community Property 2 Strata Schemes may authorise or, in the absence of that authorisation, the Restricted Community Property 2 Owners Corporations must authorise the Owners and Occupiers of Strata Lots in their respective Strata Schemes and persons authorised by them to use Restricted Community Property 2.
- 12.4 Subject to the Management Act, this management statement, the applicable Strata By-Laws and any directions given by the Community Association or any Subsidiary Body from time to time:
- (a) the Restricted Community Property 2 Owners Corporations may lock or otherwise secure parts of Restricted Community Property 2 provided that the secretary of the Community Association is given a key or other means of access to the locked or secured parts; and
 - (b) persons authorised under by-law 12.3 may at all times:
 - (iii) have unrestricted access to Restricted Community Property 2; and
 - (iv) use Restricted Community Property 2 for recreation and all other lawful purposes.

Obligations of the Restricted Community Property 2 Owners Corporation

- 12.5 The Restricted Community Property 2 Owners Corporations must control, manage, maintain in good condition, repair and replace Restricted Community Property 2. To the extent legally possible in this by-law 12.5 operates to waive the obligation of the Community Association to control, manage, maintain in good condition, repair and replace Restricted Community Property 2.
- 12.6 The Restricted Community Property 2 Owners Corporations must reimburse the Community Association for any costs the Community Association incurs in connection with Restricted Community Property 2 in shares proportional to the respective unit entitlements of the Community Development Lots the subdivision of which by Strata Plans constitutes the Restricted Community Property 2 Owners Corporations.

Obligations of the Community Association

- 12.7 The Community Association must give the Restricted Community Property 2 Owners Corporations regular accounts for the amounts to be reimbursed under this by-law 12. The Community Association may:
- (a) include those accounts in administrative fund notices for the Restricted Community Property 2 Owners Corporations; and
 - (b) require the Restricted Community Property 2 Owners Corporations to pay the amounts to be reimbursed under this by-law 12 in advance and quarterly or at other intervals reasonably determined by the Community Association.
- 12.8 For the purposes of compliance with section 135 of the Management Act it is noted that there are no matters for inclusion in this by-law 12 relating to the determination, imposition and collection of levies on the Restricted Community Property 2 Owners Corporations.

13. Restricted Community Property 3

Restricted Community Property By-Law

- 13.1 This by-law 13 is a Restricted Community Property By-Law. The Community Association can vary it only by special resolution and with the consent of each of the Restricted Community Property 3 Owners Corporations.

Use of Restricted Community Property 3

- 13.2 Use of Restricted Community Property 3 is restricted to the Restricted Community Property 3 Owners Corporations.
- 13.3 The Strata By-Laws of the Restricted Community Property 3 Strata Schemes may authorise or, in the absence of that authorisation, the Restricted Community Property 3 Owners Corporations must authorise the Owners and Occupiers of Strata Lots in their respective Strata Schemes and persons authorised by them to use Restricted Community Property 3.
- 13.4 Subject to the Management Act, this management statement, the applicable Strata By-Laws and any directions given by the Community Association or any Subsidiary Body from time to time:
- (a) the Restricted Community Property 3 Owners Corporations may lock or otherwise secure parts of Restricted Community Property 3 but not so as to impede the passing and repassing on foot of Authorised Persons and provided that the secretary of the Community Association is given a key or other means of access to the locked or secured parts; and
 - (b) persons authorised under by-law 13.3 may at all times:

- (i) have unrestricted access to Restricted Community Property 3; and
- (ii) use Restricted Community Property 3 for all lawful purposes.

Obligations of the Restricted Community Property 3 Owners Corporation

- 13.5 The Restricted Community Property 3 Owners Corporations must control, manage, maintain in good condition, repair and replace Restricted Community Property 3. To the extent legally possible in this by-law 13.5 operates to waive the obligation of the Community Association to control, manage, maintain in good condition, repair and replace Restricted Community Property 3.
- 13.6 The Restricted Community Property 3 Owners Corporations must reimburse the Community Association for any costs the Community Association incurs in connection with Restricted Community Property 3.

Obligations of the Community Association

- 13.7 The Community Association must give the Restricted Community Property 3 Owners Corporations regular accounts for the amounts to be reimbursed under this by-law 13. The Community Association may:
- (a) include those accounts in administrative fund notices for the Restricted Community Property 3 Owners Corporations; and
 - (b) require the Restricted Community Property 3 Owners Corporations to pay the amounts to be reimbursed under this by-law 13 in advance and quarterly or at other intervals reasonably determined by the Community Association.
- 13.8 For the purposes of compliance with section 135 of the Management Act it is noted that there are no matters for inclusion in this by-law 13 relating to the determination, imposition and collection of levies on the Restricted Community Property 3 Owners Corporations.

14. Restricted Community Property 4 AMENDED to read as follows (AE652741P):

Restricted Community Property By-Law

- 14.1 This by-law 14 is a Restricted Community Property By-Law. The Community Association can vary it only by special resolution and with the consent of each of the Restricted Community Property 4 Owners.

Use of Restricted Community Property 4

- 14.2 Use of Restricted Community Property 4 is restricted to the Restricted Community Property 4 Owners.
- 14.3 The Strata By-Laws of the Restricted Community Property 4 Strata Schemes may authorise or, in the absence of that authorisation, the Restricted Community Property 4 Strata Schemes must authorise the Owners and Occupiers of Strata Lots in their respective Strata Schemes and persons authorised by them to use Restricted Community Property 4.
- 14.4 The Neighbourhood Management Statement of the Restricted Community Property 4 Neighbourhood Scheme may authorise, or in the absence of that authorisation, the Restricted Community Property 4 Neighbourhood Association must authorise the Owners and Occupiers of Neighbourhood Lots in its Neighbourhood Scheme and persons authorised by them to use Restricted Community Property 4.
- 14.5 Subject to the Management Act, this management statement, the applicable Strata By-Laws, the applicable Neighbourhood management Statement and any directions given by the Community Association or any Subsidiary Body from time to time:
- (a) the Restricted Community Property 4 Owners may lock or otherwise secure parts of Restricted Community Property 4 but not so as to impede the passing and repassing on foot of Authorised Persons and provided that the secretary of the Community Association is given a key or other means of access to the locked or secured parts; and
 - (b) persons authorised under by-law 14.3 and 14.4 may at all times:
 - (i) have unrestricted access to Restricted Community Property 4; and
 - (ii) use Restricted Community Property 4 for all lawful purposes.

Obligations of the Restricted Community Property 4 Owners

- 14.6 The Restricted Community Property 4 Owners must control, manage, maintain in good condition, repair and replace Restricted Community Property 4. To the extent legally possible in this by-law 14.6 operates to waive the obligation of the Community Association to control, manage, maintain in good condition, repair and replace Restricted Community Property

4. The costs in connection with the control, management, maintenance, repair and replacement of the Restricted Community Property 4 must be borne in shares proportional to the respective unit entitlements of the Community Development Lots the subdivision of which by Strata Plans and a Neighbourhood Plan constitute the Restricted Community Property 4 Owners.

14.7 In the event that:

- (a) the Restricted Community Property 4 Owners fail to comply with their obligations under by-law 14.6; or
- (b) the Restricted Community Property 4 Owners agree to some or all of their obligations being undertaken by the Community Association;

then the Restricted Community Property 4 Owners Corporations must reimburse the Community Association for any costs the Community Association incurs in connection with Restricted Community Property 4 in shares proportional to the respective unit entitlements of the Community Development Lots the subdivision of which by Strata Plans and a Neighbourhood Plan constitutes the Restricted Community Property 4 Owners.

Obligations of the Community Association

14.8 The Community Association must give the Restricted Community Property 4 Owners regular accounts for the amounts to be reimbursed under this by-law 14. The Community Association may:

- (a) include those accounts in administrative fund notices for the Restricted Community Property 4 Owners; and
- (b) require the Restricted Community Property 4 Owners to pay the amounts to be reimbursed under this by-law 14 in advance, quarterly or at other intervals reasonably determined by the Community Association.

14.9 For the purposes of compliance with section 135 of the Management Act it is noted that there are no matters for inclusion in this by-law 14 relating to the determination, imposition and collection of levies on the Restricted Community Property 4 Owners.

15. Restricted Community Property 5

Restricted Community Property By-Law

15.1 This by-law 15 is a Restricted Community Property By-Law. The Community Association can vary it only by special resolution and with the consent of each of the Restricted Community Property 5 Owners Corporations.

Use of Restricted Community Property 5

15.2 Use of Restricted Community Property 5 is restricted to the Restricted Community Property 5 Owners Corporations.

15.3 The Strata By-Laws of the Restricted Community Property 5 Strata Schemes may authorise or, in the absence of that authorisation, the Restricted Community Property 5 Owners Corporations must authorise the Owners and Occupiers of Strata Lots in their respective Strata Schemes and persons authorised by them to use Restricted Community Property 5.

15.4 Subject to the Management Act, this management statement, the applicable Strata By-Laws and any directions given by the Community Association or any Subsidiary Body from time to time:

- (a) the Restricted Community Property 5 Owners Corporations may lock or otherwise secure parts of Restricted Community Property 5 provided that the secretary of the Community Association is given a key or other means of access to the locked or secured parts; and
- (b) persons authorised under by-law 15.3 may at all times:
 - (v) have unrestricted access to Restricted Community Property 5; and
 - (vi) use Restricted Community Property 5 for recreation and all other lawful purposes.

Obligations of the Restricted Community Property 5 Owners Corporation

15.5 The Restricted Community Property 5 Owners Corporations must control, manage, maintain in good condition, repair and replace Restricted Community Property 5. To the extent legally possible in this by-law 15.5 operates to waive the obligation of the Community Association to control, manage, maintain in good condition, repair and replace Restricted Community Property 5.

15.6 The Restricted Community Property 5 Owners Corporations must reimburse the Community Association for any costs the Community Association incurs in connection with Restricted Community Property 5 in shares proportional to the respective unit entitlements of the

Community Development Lots the subdivision of which by Strata Plans constitutes the Restricted Community Property 5 Owners Corporations.

Obligations of the Community Association

- 15.7 The Community Association must give the Restricted Community Property 5 Owners Corporations regular accounts for the amounts to be reimbursed under this by-law 15. The Community Association may:
- (a) include those accounts in administrative fund notices for the Restricted Community Property 5 Owners Corporations; and
 - (b) require the Restricted Community Property 5 Owners Corporations to pay the amounts to be reimbursed under this by-law 15 in advance, quarterly or at other intervals reasonably determined by the Community Association.
- 15.8 For the purposes of compliance with section 135 of the Management Act it is noted that there are no matters for inclusion in this by-law 15 relating to the determination, imposition and collection of levies on the Restricted Community Property 5 Owners Corporations.

16. Restricted Community Property 6 AMENDED to read as follows (AE652741P):

Restricted Community Property By-Law

- 16.1 This by-law 16 is a Restricted Community Property By-Law. The Community Association can vary it only by special resolution and with the consent of each of the Restricted Community Property 6 Owners.

Use of Restricted Community Property 6

- 16.2 Use of Restricted Community Property 6 is restricted to the Restricted Community Property 6 Owners.
- 16.3 The Strata By-Laws of the Restricted Community Property 6 Strata Schemes may authorise or, in the absence of that authorisation, the Restricted Community Property 6 Strata Schemes must authorise the Owners and Occupiers of Strata Lots in their respective Strata Schemes and persons authorised by them to use Restricted Community Property 6.
- 16.4 The Neighbourhood Management Statement of the Restricted Community Property 6 Neighbourhood Scheme may authorise, or in the absence of that authorisation, the Restricted Community Property 69 Neighbourhood Association must authorise the Owners and Occupiers of Neighbourhood Lots in its Neighbourhood Scheme and persons authorised by them to use Restricted Community Property 6.
- 16.5 Subject to the Management Act, this management statement, the applicable Strata By-Laws, the applicable Neighbourhood management Statement and any directions given by the Community Association or any Subsidiary Body from time to time:
- (a) the Restricted Community Property 6 Owners may lock or otherwise secure parts of Restricted Community Property 6 provided that the secretary of the Community Association is given a key or other means of access to the locked or secured parts; and
 - (b) persons authorised under by-law 16.3 and 16.4 may at all times:
 - (i) have unrestricted access to Restricted Community Property 6; and
 - (ii) use Restricted Community Property 6 for all lawful purposes.

Obligations of the Restricted Community Property 6 Owners Corporation

- 16.6 The Restricted Community Property 6 Owners must control, manage, maintain in good condition, repair and replace Restricted Community Property 6. To the extent legally possible in this by-law 16.6 operates to waive the obligation of the Community Association to control, manage, maintain in good condition, repair and replace Restricted Community Property 6. The costs in connection with the Restricted Community Property 6 must be borne between the Restricted Community Property 6 Owners as follows:
- (a) as to the Owners Corporation constituted on registration of the Strata plan that subdivided Community Development Lot 20 – 10%; and
 - (b) as to the Owner of Community Development Lot 84 (previously part of Development Lot 14) until the registration of a Strata Plan subdividing Community Development 84 and thereafter Owners Corporation constituted on registration of the Strata Plan subdividing Community Development Lot 84 – 65%; and
 - (c) as to Restricted Community property 6 Neighbourhood Association – 25%.
- 16.7 In the event that:

- (a) the Restricted Community Property 6 Owners fail to comply with their obligations under by-law 16.6; or
- (b) the Restricted Community Property 6 Owners agree to some or all of their obligations being undertaken by the Community Association; then the Restricted Community Property 6 Owners must reimburse the Community Association for any costs the Community Association incurs in connection with Restricted Community Property 6 in accordance with the proportion of area available for use by the Restricted Community Property Owners as follows:
 - (a) as to the Owners Corporation constituted on registration of the Strata Plan that subdivided Community Development Lot 20 – 10%; and
 - (b) as to the Owner of Community Development Lot 84 (previously part of Development Lot 14) until the registration of a Strata Plan subdividing Community Development 84 and thereafter the Owners Corporation constituted on registration of the Strata Plan subdividing Community Development Lot 84 – 65%; and
 - (c) as to Restricted Community Property 6 Neighbourhood Association 25%.

Obligations of the Community Association

- 16.7 The Community Association must give the Restricted Community Property 6 Owners Corporations regular accounts for the amounts to be reimbursed under this by-law 16. The Community Association may:
- (c) include those accounts in administrative fund notices for the Restricted Community Property 6 Owners Corporations; and
 - (d) require the Restricted Community Property 6 Owners Corporations to pay the amounts to be reimbursed under this by-law 16 in advance, quarterly or at other intervals reasonably determined by the Community Association.
- 16.8 For the purposes of compliance with section 135 of the Management Act it is noted that there are no matters for inclusion in this by-law 16 relating to the determination, imposition and collection of levies on the Restricted Community Property 6 Owners Corporations.

17. Restricted Community Property 7

Restricted Community Property By-Law

- 17.1 This by-law 17 is a Restricted Community Property By-Law. The Community Association can vary it only by special resolution and with the consent of each of the Restricted Community Property 7 Owners Corporations.

Use of Restricted Community Property 7

- 17.2 Use of Restricted Community Property 7 is restricted to the Restricted Community Property 7 Owners Corporations.
- 17.3 The Strata By-Laws of the Restricted Community Property 7 Strata Schemes may authorise or, in the absence of that authorisation, the Restricted Community Property 7 Owners Corporations must authorise the Owners and Occupiers of Strata Lots in their respective Strata Schemes and persons authorised by them to use Restricted Community Property 7.
- 17.4 Subject to the Management Act, this management statement, the applicable Strata By-Laws and any directions given by the Community Association or any Subsidiary Body from time to time:
- (a) the Restricted Community Property 7 Owners Corporations may lock or otherwise secure parts of Restricted Community Property 7 provided that the secretary of the Community Association is given a key or other means of access to the locked or secured parts; and
 - (b) persons authorised under by-law 17.3 may at all times:
 - (iii) have unrestricted access to Restricted Community Property 7; and
 - (iv) use Restricted Community Property 7 for recreation and all other lawful purposes.

Obligations of the Restricted Community Property 7 Owners Corporation

- 17.5 The Restricted Community Property 7 Owners Corporations must control, manage, maintain in good condition, repair and replace Restricted Community Property 7. To the extent legally possible in this by-law 17.5 operates to waive the obligation of the Community Association to control, manage, maintain in good condition, repair and replace Restricted Community Property 7.
- 17.6 The Restricted Community Property 7 Owners Corporations must reimburse the Community Association for any costs the Community Association incurs in connection with Restricted Community Property 7.

Obligations of the Community Association

- 17.7 The Community Association must give the Restricted Community Property 7 Owners Corporations regular accounts for the amounts to be reimbursed under this by-law 17. The Community Association may:
- (a) include those accounts in administrative fund notices for the Restricted Community Property 7 Owners Corporations; and
 - (b) require the Restricted Community Property 7 Owners Corporations to pay the amounts to be reimbursed under this by-law 17 in advance, quarterly or at other intervals reasonably determined by the Community Association.
- 17.8 For the purposes of compliance with section 135 of the Management Act it is noted that there are no matters for inclusion in this by-law 17 relating to the determination, imposition and collection of levies on the Restricted Community Property 7 Owners Corporations.

18. Restricted Community Property 8**Restricted Community Property By-Law**

- 18.1 This by-law 18 is a Restricted Community Property By-Law. The Community Association can vary it only by special resolution and with the consent of each of the Restricted Community Property 8 Neighbourhood Association.

Use of Restricted Community Property 8

- 18.2 Use of Restricted Community Property 8 is restricted to the Restricted Community Property 8 Neighbourhood Association.
- 18.3 The Neighbourhood Management Statement of the Restricted Community Property 8 Neighbourhood Scheme may authorise or, in the absence of that authorisation, the Restricted Community Property 8 Neighbourhood Association must authorise the Owners and Occupiers of Neighbourhood Lots in their respective Neighbourhood Scheme and persons authorised by them to use the parts of Restricted Community Property 8 that have been identified by the Developer as being appropriate for their respective exclusive use and notified.
- 18.4 Subject to the Management Act, this management statement and, in particular, by-law 46.7 and 46.8, the applicable Neighbourhood Management Statement and any directions given by the Community Association or any Subsidiary Body from time to time each of the persons authorised under by-law 18.3 may at all times:
- (a) Have unrestricted access to the part of Restricted Community Property 8 that they are authorised to use under by-law 18.3 (**Authorised Part RCP 8**); and
 - (b) Use Authorised Part RCP 8 for recreation and all other lawful purposes; and
 - (c) Carry out Works in Authorised Part RCP 8 in accordance with by-law 8.

Obligations of the Restricted Community Property 8 Neighbourhood Association

- 18.5 The Restricted Community Property 8 Neighbourhood Association must control, manage, maintain in good condition, repair and replace Restricted Community Property 8 but it may, by notice to an Owner who has been authorised to use a part of Restricted Community Property 8 under by-law 18.3, require that Owner to perform those obligations in respect of that part at the Owner's expense. To the extent legally possible in this by-law 18.5 operates to waive the obligation of the Community Association to control, manage, maintain in good condition, repair and replace Restricted Community Property 8.
- 18.6 The Restricted Community Property 8 Neighbourhood Association must reimburse the Community Association for any costs the Community Association incurs in connection with Restricted Community Property 8.

Obligations of the Community Association

- 18.7 The Community Association must give the Restricted Community Property 8 Neighbourhood Association regular accounts for the amounts to be reimbursed under this by-law 18. The Community Association may:
- (a) include those accounts in administrative fund notices for the Restricted Community Property 8 Neighbourhood Association; and

- (b) require the Restricted Community Property 8 Neighbourhood Association to pay the amounts to be reimbursed under this by-law 18 in advance, quarterly or at other intervals reasonably determined by the Community Association.
- 18.8 For the purposes of compliance with section 135 of the Management Act it is noted that there are no matters for inclusion in this by-law 18 relating to the determination, imposition and collection of levies on the Restricted Community Property 8 Neighbourhood Association.

19. Restricted Community Property 9

Restricted Community Property By-Law

- 19.1 This by-law 19 is a Restricted Community Property By-Law. The Community Association can vary it only by special resolution and with the consent of each of the Restricted Community Property 9 Neighbourhood Association.

Use of Restricted Community Property 9

- 19.2 Use of Restricted Community Property 9 is restricted to the Restricted Community Property 9 Neighbourhood Association.
- 19.3 The Neighbourhood Management Statement of the Restricted Community Property 9 Neighbourhood Scheme may authorise or, in the absence of that authorisation, the Restricted Community Property 9 Neighbourhood Association must authorise the Owners and Occupiers of Neighbourhood Lots in their respective Neighbourhood Scheme and persons authorised by them to use the parts of Restricted Community Property 9 that have been identified by the Developer as being appropriate for their respective exclusive use and notified.
- 19.4 Subject to the Management Act, this management statement and, in particular, by-law 46.7 and 46.8, the applicable Neighbourhood Management Statement and any directions given by the Community Association or any Subsidiary Body from time to time each of the persons authorised under by-law 19.3 may at all times:
 - (a) Have unrestricted access to the part of Restricted Community Property 9 that they are authorised to use under by-law 19.3 (**Authorised Part RCP 9**); and
 - (b) Use Authorised Part RCP 9 for recreation and all other lawful purposes; and
 - (c) Carry out Works in Authorised Part RCP 9 in accordance with by-law 8.

Obligations of the Restricted Community Property 9 Neighbourhood Association

- 19.5 The Restricted Community Property 9 Neighbourhood Association must control, manage, maintain in good condition, repair and replace Restricted Community Property 9 but it may, by notice to an Owner who has been authorised to use a part of Restricted Community Property 9 under by-law 19.3, require that Owner to perform those obligations in respect of that part at the Owner's expense. To the extent legally possible in this by-law 19.5 operates to waive the obligation of the Community Association to control, manage, maintain in good condition, repair and replace Restricted Community Property 9.
- 19.6 The Restricted Community Property 9 Neighbourhood Association must reimburse the Community Association for any costs the Community Association incurs in connection with Restricted Community Property 9.

Obligations of the Community Association

- 19.7 The Community Association must give the Restricted Community Property 9 Neighbourhood Association regular accounts for the amounts to be reimbursed under this by-law 19. The Community Association may:
 - (a) include those accounts in administrative fund notices for the Restricted Community Property 9 Neighbourhood Association; and
 - (b) require the Restricted Community Property 9 Neighbourhood Association to pay the amounts to be reimbursed under this by-law 19 in advance, quarterly or at other intervals reasonably determined by the Community Association.
- 19.8 For the purposes of compliance with section 135 of the Management Act it is noted that there are no matters for inclusion in this by-law 19 relating to the determination, imposition and collection of levies on the Restricted Community Property 9 Neighbourhood Association.

20. Restricted Community Property 10

Restricted Community Property By-Law

- 20.1 This by-law 20 is a Restricted Community Property By-Law. The Community Association can vary

it only by special resolution and with the consent of each of the Restricted Community Property 10 Neighbourhood Association.

Use of Restricted Community Property 10

- 20.2 Use of Restricted Community Property 10 is restricted to the Restricted Community Property 10 Neighbourhood Association.
- 20.3 The Neighbourhood Management Statement of the Restricted Community Property 10 Neighbourhood Scheme may authorise or, in the absence of that authorisation, the Restricted Community Property 10 Neighbourhood Association must authorise the Owners and Occupiers of Neighbourhood Lots in their respective Neighbourhood Scheme and persons authorised by them to use the parts of Restricted Community Property 10 that have been identified by the Developer as being appropriate for their respective exclusive use and notified.
- 20.4 Subject to the Management Act, this management statement and, in particular, by-law 46.7 and 46.8, the applicable Neighbourhood Management Statement and any directions given by the Community Association or any Subsidiary Body from time to time each of the persons authorised under by-law 20.3 may at all times:
- (a) Have unrestricted access to the part of Restricted Community Property 10 that they are authorised to use under by-law 20.3 (**Authorised Part RCP 10**); and
 - (b) Use Authorised Part RCP 10 for recreation and all other lawful purposes; and
 - (c) Carry out Works in Authorised Part RCP 10 in accordance with by-law 8.

Obligations of the Restricted Community Property 10 Neighbourhood Association

- 20.5 The Restricted Community Property 10 Neighbourhood Association must control, manage, maintain in good condition, repair and replace Restricted Community Property 10 but it may, by notice to an Owner who has been authorised to use a part of Restricted Community Property 10 under by-law 20.3, require that Owner to perform those obligations in respect of that part at the Owner's expense. To the extent legally possible in this by-law 20.5 operates to waive the obligation of the Community Association to control, manage, maintain in good condition, repair and replace Restricted Community Property 10.
- 20.6 The Restricted Community Property 10 Neighbourhood Association must reimburse the Community Association for any costs the Community Association incurs in connection with Restricted Community Property 10.

Obligations of the Community Association

- 20.7 The Community Association must give the Restricted Community Property 10 Neighbourhood Association regular accounts for the amounts to be reimbursed under this by-law 20. The Community Association may:
- (a) include those accounts in administrative fund notices for the Restricted Community Property 10 Neighbourhood Association; and
 - (b) require the Restricted Community Property 10 Neighbourhood Association to pay the amounts to be reimbursed under this by-law 20 in advance, quarterly or at other intervals reasonably determined by the Community Association.
- 20.8 For the purposes of compliance with section 135 of the Management Act it is noted that there are no matters for inclusion in this by-law 20 relating to the determination, imposition and collection of levies on the Restricted Community Property 10 Neighbourhood Association.

21. Restricted Community Property 11

Restricted Community Property By-Law

- 21.1 This by-law 21 is a Restricted Community Property By-Law. The Community Association can vary it only by special resolution and with the consent of each of the Restricted Community Property 11 Neighbourhood Association.

Use of Restricted Community Property 11

- 21.2 Use of Restricted Community Property 11 is restricted to the Restricted Community Property 11 Neighbourhood Association.
- 21.3 The Neighbourhood Management Statement of the Restricted Community Property 11 Neighbourhood Scheme may authorise or, in the absence of that authorisation, the Restricted Community Property 11 Neighbourhood Association must authorise the Owners and Occupiers of Neighbourhood Lots in their respective Neighbourhood Scheme and persons authorised by them to

use the parts of Restricted Community Property 11 that have been identified by the Developer as being appropriate for their respective exclusive use and notified.

- 21.4 Subject to the Management Act, this management statement and, in particular, by-law 46.7 and 46.8, the applicable Neighbourhood Management Statement and any directions given by the Community Association or any Subsidiary Body from time to time each of the persons authorised under by-law 21.3 may at all times:

- (a) Have unrestricted access to the part of Restricted Community Property 11 that they are authorised to use under by-law 21.3 (**Authorised Part RCP 11**); and
- (b) Use Authorised Part RCP 11 for recreation and all other lawful purposes; and
- (c) Carry out Works in Authorised Part RCP 11 in accordance with by-law 8.

Obligations of the Restricted Community Property 11 Neighbourhood Association

- 21.5 The Restricted Community Property 11 Neighbourhood Association must control, manage, maintain in good condition, repair and replace Restricted Community Property 11 but it may, by notice to an Owner who has been authorised to use a part of Restricted Community Property 11 under by-law 21.3, require that Owner to perform those obligations in respect of that part at the Owner's expense. To the extent legally possible in this by-law 21.5 operates to waive the obligation of the Community Association to control, manage, maintain in good condition, repair and replace Restricted Community Property 11.
- 21.6 The Restricted Community Property 11 Neighbourhood Association must reimburse the Community Association for any costs the Community Association incurs in connection with Restricted Community Property 11.

Obligations of the Community Association

- 21.7 The Community Association must give the Restricted Community Property 11 Neighbourhood Association regular accounts for the amounts to be reimbursed under this by-law 21. The Community Association may:
- (a) include those accounts in administrative fund notices for the Restricted Community Property 11 Neighbourhood Association; and
 - (b) require the Restricted Community Property 11 Neighbourhood Association to pay the amounts to be reimbursed under this by-law 21 in advance, quarterly or at other intervals reasonably determined by the Community Association.
- 21.8 For the purposes of compliance with section 135 of the Management Act it is noted that there are no matters for inclusion in this by-law 21 relating to the determination, imposition and collection of levies on the Restricted Community Property 11 Neighbourhood Association.

22. Restricted Subsidiary Body Property

- 22.1 The purpose of this by-law 22 is:
- (a) to provide for the coming into existence of Restricted Subsidiary Body Property; and
 - (b) to ensure that the Community Association has access to Restricted Subsidiary Body Property as it comes into existence.

The Community Association can vary this by-law 22 only by special resolution and with the consent of BPPL, while it is the owner of any Lot.

- 22.2 When a Community Development Lot or a Precinct Development Lot owned by a person other than BPPL is subdivided by a Subsidiary Plan, the owner of that Lot must ensure that a by-law is included in the applicable Subsidiary Body By-Laws by which the Subsidiary Body grants Restricted Use Rights to the Community Association in such terms and in respect of such part of the Subsidiary Body Property as BPPL decides in its absolute discretion and identifies in a notice to the owner of that Lot.
- 22.3 When a Community Development Lot or a Precinct Development Lot owned by BPPL is subdivided by a Subsidiary plan, BPPL may procure that a by-law is included in the applicable Subsidiary body By-Laws by which the Subsidiary Body grants Restricted Use Rights to the Community Association in such terms and in respect of such part of the Subsidiary Body Property as BPPL decides in its absolute discretion.
- 22.4 In addition to its powers under the Management Act and elsewhere in this management statement, the Community Association has the power under this by-law 22 to accept and must do all acts, matters and things necessary for it to accept all grants of Restricted use Rights in respect of

Restricted Subsidiary body Property unless the Community Association, having obtained the prior consent to the resolution of BPL if it is then the owner of any Lot, resolves not to do so by special resolution and so notifies the Subsidiary Body within 3 months of the creation of the Subsidiary Body Scheme.

- 22.5 If BPPL gives a notice referred to in by-law 22.2 it must include with that notice the following:
- (a) details of all matters that must be included in the Restricted Subsidiary Body Property By-Law in order for the by-law to comply with section 135 of the Management Act; and
 - (b) details of all other terms that BPPL decides in its absolute discretion should be included in the Restricted Subsidiary Body Property By-Law, including terms allowing the Community Association to:
 - (i) make agreements with other persons, including the Estate Manager, to exercise the Community Association's rights or functions in connection with the Restricted Subsidiary Property; and
 - (ii) make Rules in relation to Restricted Subsidiary Body Property; and
 - (iii) install security devices in the Restricted Subsidiary Body Property as if it were Community Property; and
 - (iv) lock or secure the Restricted Subsidiary Body Property as if it were Community Property; and
 - (v) regulate traffic across the Restricted Subsidiary Body Property as if it were Community Property; and
 - (vi) licence use of any part of the Restricted Subsidiary Body Property as if it were Community Property; and
 - (c) a plan showing the part of the Subsidiary Body Property in respect of which the Subsidiary Body is to make the Restricted Subsidiary Body Property By-Law.
- 22.6 The Community Association must levy its members in accordance with the Management Act for its costs in connection with Restricted Subsidiary Body Property.

23. Restricted Subsidiary Body Property 1 – REPEALED

24. Restricted Subsidiary Body Property 2 and Restricted Subsidiary Body Property 3

- 24.1 The Community Association can by this by-law 24 only by special resolution and with the consent of BPPL, while is it the owner of any lot.

Restricted Subsidiary Body Property 2

- 24.2 The use of Restricted Subsidiary Body Property 2 forming part of the Precinct Property created by the registration of the Precinct Plan in respect of Special Lot A will be restricted to the Community Association by a by-law in the Precinct Management Statement of that scheme.

- 24.3 The Community Association must do all acts, matters and things necessary for it to accept the grant of Restricted Use Rights in respect of Restricted Subsidiary Body Property 2 when those rights are created.

- 24.4 The by-law in the Precinct Management Statement granting Restricted Use Rights in respect of Restricted Subsidiary Body Property 2 will include various matters and terms, including the obligation on the part of the Community Association to control, manage, maintain in good condition, repair and replace Restricted Subsidiary Body Property 2.

- 24.5 The Community Association must levy its members in accordance with the Management Act for its costs in connection with Restricted Subsidiary Body Property 2.

Restricted Subsidiary Body Property 3

- 24.6 The use of Restricted Subsidiary Body Property 3 forming part of the Precinct Property created by the registration of the Precinct Plan in respect of Special Lot B will be restricted to the Community Association by a by-law in the Precinct Management Statement of that scheme.

- 24.7 The Community Association must do all acts, matters and things necessary for it to accept the grant of Restricted Use Rights in respect of Restricted Subsidiary Body Property 3 when those rights are created.

24.8 The by-law in the Precinct Management Statement granting Restricted Use right in respect of Restricted Subsidiary Body Property 3 will include various matters and terms, including the obligation on the part of the Community Association to control, manage, maintain in good condition, repair and replace Restricted Subsidiary Body Property 3.

24.9 The Community Association must levy its members in accordance with the Management Act for its costs in connection with Restricted Subsidiary Body Property 3.

25. Further Restricted Subsidiary Body Property

25.1 The use of any Special Receiving Facility installed in Subsidiary Body Property may be restricted to the Community Association by a by-law in the applicable Subsidiary body By-Laws.

25.2 The Community Association must do all acts, matters and things necessary for it to accept the grant of Restricted Use Rights in respect of any such Special Receiving Facility when those rights are created.

25.3 The by-law in the applicable Subsidiary Body By-Laws granting Restricted Use Rights in respect of any such Special Receiving Facility will include various matters and terms, including the obligation on the part of the Community Association to control, manage, maintain in good condition, repair and replace the Special Receiving Facility.

25.4 The Community Association must levy its members in accordance with the Management Act for its costs in connection with any such Special Receiving Facility.

25.5 The Community Association can vary this by-law 25 only by special resolution and with the consent of BPPL, while it is the owner of any Lot.

26. Repealed (28 March 2022)

27. Rights of the Developer

The Developer is entitled to carry out Development Activities.

28. Special Restricted Community Property

Restricted Community Property By-Law

28.1 This by-law 28 is a Restricted Community Property By-Law. The Community Association can vary it only by special resolution and with the consent of each AGL Party and each Developer.

28.2 To enable and assist the Developer to carry out Development Activities, use of the Development Area and Service Lines associated with Private Services (Special Restricted Community Property) is restricted to the Developer on the terms set out in this by-law 28 and the Developer has the right at any time to:

- (a) unrestricted access by all means and at all times to and over Special Restricted Community Property; and
- (b) park vehicles and leave equipment and building materials in Special Restricted Community Property; and
- (c) place in or attach to Special Restricted Community Property temporary structures, including temporary offices and sheds; and
- (d) install, alter and connect Services in Special Restricted Community Property; and
- (e) place in or attach to Special Restricted Community Property marketing and advertising signs, placards, banners and notices; and
- (f) conduct Selling and Leasing Activities, including the holding of auctions, in Special Restricted Community Property; and
- (g) build and use a display facility in Special Restricted Community Property in connection with selling and Leasing Activities; and
- (h) hold events and functions in Special Restricted Community Property in connection with Selling and Leasing Activities; and
- (i) lock or secure parts of Special Restricted Community Property provided that the secretary of the Community Association is given a key for the locked or secured area.

28.3 Unless the rights of the Developer under this by-law 28 have ended for a part or the whole of Special Restricted Community Property no other person can have Restricted Use Rights in respect of that part or the whole of Special Restricted Community Property.

28.4 Nothing in this management statement binds the Developer so that the Developer may be hindered in or prevented from exercising its rights under this by-law 28.

Obligations of the Developer

28.5 The Developer must:

- (a) repair any damage to Special Restricted Community Property caused by the exercise of the rights of the Developer under this by-law 28; and
- (b) take reasonable steps to minimize disturbance to Owners and Occupiers as a result of the carrying out of the Development Activities in Special Restricted Community Property; and
- (c) control, manage, maintain in good condition and repair Special Restricted Community Property while its use is restricted to the Developer; and
- (d) leave Special Restricted Community Property clean and tidy after Development Activities are finished.

28.6 For the purposes of compliance with section 135 of the Management Act it is noted that there are no matters for inclusion in this by-law 28 relating to the determination, imposition and collection of levies on the Developer.

Obligations of the Community Association

28.7 Subject to the rights and obligations of the Developer under this by-law 28, the Community Association must control, manage, maintain in good condition and repair Special Restricted Community Property.

The End of the Rights of the Developer Under this By-Law 28

28.8 The rights of the Developer under this by-law 28:

- (a) for any part of Special Restricted Community Property, end when the Developer gives notice to the Community Association that the part is no longer required in connection with Development Activities; and
- (b) for all Special Restricted Community Property, end when the Developer gives notice to the Community Association that no part is required any longer in connection with Development Activities.

28.9 The rights of the Developer under this by-law 28 are available to any AGL Party as if the AGL Party was a person in respect of which BPPL has given notice to the Community Association to the effect that that person is to have the same rights under this by-law 28 as BPPL has.

Additional rights of AGL Party

28.10 If Residue Land owned by an AGL Party is subdivided by a Subsidiary Plan, the relevant AGL Party may procure that a by-law is included in the applicable Subsidiary Body By-Laws by which the Subsidiary Body grants Restricted Use Rights to the Community Association in such terms and in respect of such part of the Subsidiary Body Property as the relevant AGL Party decides in its absolute discretion.

PART 3

Mandatory Matters

29 Open Access Ways and the Pedestrian/Cycle Shareway

29.1 The Community Association must control, manage, maintain in good condition and repair and replace the Open Access Ways.

29.2 The Community Association must control, manage, maintain in good condition and repair and replace the Pedestrian/Cycle Shareway.

29.3 The Community Association must control, manage, maintain in good condition and repair, and replace any Subsidiary Body Property set apart as a means of open access under section 41 of the Development Act.

29.4 No one may:

- (a) ride a skateboard; or

- (b) use roller skates or roller blades; or
- (c) play games,

on any Open Access Way or any Subsidiary Body Property set aside as a means of open access under section 42 or section 43A of the Development Act.

29.5 A bicycle may be ridden in Community Property or Subsidiary Body Property only on the Pedestrian/Cycle Shareway.

30 Behaviour of Owners, Occupiers and others on Community Property or Subsidiary Body Property REPEALED and REPLACED (AP281212K) to read as follows:

30.1 An Owner or Occupier and a Permitted Person must be adequately clothed when in Community Property or Subsidiary Body Property.

30.2 Subject to this management statement, children in the care of an Owner or Occupier or Permitted Person must not be allowed by that Owner, Occupier or Permitted Person:

- (a) to play in Community Property or Subsidiary Body Property other than:
 - (i) in areas that are not inside a building and are not dangerous to children; or
 - (ii) in areas that are intended to be used for recreational purposes; or
- (b) unless an adult exercising effective control is with them, to be in Community Property or Subsidiary Body Property that may be dangerous to children (e.g. a driveway or carparking area).

30.3 An Owner or Occupier must not:

- (a) use their Lot in a way that adversely affects (or might adversely affect) another Lot, the Community Property or Subsidiary Body Property; or
- (b) use or enjoy their Lot, or allow their Lot to be used or enjoyed, in a manner, or for a purpose, that causes a nuisance (by noise or otherwise) or hazard to any other person who is exercising a right to use and enjoy another Lot; or
- (c) use or enjoy the Community Property or Subsidiary Body Property in a way or for a purpose that interferes unreasonably with the right of another person to use and enjoy the Lot or the Community Property or Subsidiary Body Property; or
- (d) use or enjoy restricted property in a way that unreasonably interferes with the right of a person to use and enjoy other Community Property or Subsidiary Body Property; or
- (e) obstruct the lawful use of Community Property or Subsidiary Body Property by another person; or
- (f) do any other thing in contravention of sections 143 and/or 144 of the Management Act.

30.4 An Owner or Occupier and Permitted Person may not fish from Community Property or Subsidiary Body Property.

30.5 An Owner or Occupier must ensure that their Permitted Person complies with this by-law. An Owner must ensure that their Occupier complies with this by-law.

31 Interference with and Damage to Property

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

- (a) not use Community Property or Subsidiary Body Property other than for their intended purposes; and
- (b) immediately notify the Community Association or a relevant Subsidiary Body if they know about damage to or a defect in Community Property or Subsidiary Body Property; and
- (c) compensate the Community Association or a relevant Subsidiary Body for any damage they or any Permitted Person for whom they are responsible cause in Community Property or Subsidiary Body Property.

31.2 Subject to the by-laws in part 2 of this management statement, an Owner or Occupier must have approval from the Community Association or from a Subsidiary Body to:

- (a) interfere with or damage Community Property or relevant Subsidiary Body Property; or
- (b) remove equipment or other articles from Community Property or relevant Subsidiary Body Property; or
- (c) use or adjust equipment owned by the Community Association or relevant Subsidiary body but subject to the rights to use that equipment under this management statement and any directions given by the Community Association or any Subsidiary Body from time to time; or
- (d) use Community Property or relevant Subsidiary body Property as a garden.
- (e) An Owner or Occupier must not do any thing in contravention of sections 143 and/or 144 of the Management Act.

31.3 An Owner or Occupier must not bring heavy items into the Common Parcel that may cause structural damage to a building in the Community Parcel.

32 Obligations in Respect of Community Property and Subsidiary Body Property

Obligations in respect of Community Property

- 32.1 The Community Association must manage and control the use of, and must properly maintain and keep in a state of good and serviceable repair, the Community Property and personal property vested in the Community Association, including any open access ways or private access ways.
- 32.2 The Community Association must carry out all maintenance and repairs to Community Property;
- (a) in a proper and workmanlike manner; and
 - (b) promptly, as the need arises; and
 - (c) in compliance with the applicable Architectural and Landscape Standards and the Management Act .

Obligations in Respect of Subsidiary Body Property

- 32.3 Each Subsidiary Body must manage and control the use of, and must properly maintain and keep in a state of good and serviceable repair, the Subsidiary Body Property and personal property vested in the Subsidiary Body, including (where applicable) any open access ways or private access ways.
- 32.4 Each Subsidiary Body must carry out all maintenance and repairs to its Subsidiary Body Property:
- (a) in a proper and workmanlike manner; and
 - (b) promptly, as the need arises; and
 - (c) to the reasonable satisfaction of the Community Association; and
 - (d) in compliance with the applicable Architectural and Landscape Standards and the Management Act and, where applicable, the Strata Management Act.
- 32.5 Each Subsidiary Body must have any lawn in its Subsidiary Property cut at least once every 2 weeks in spring and summer and at least once every 4 weeks in autumn and winter.

Changes to Subsidiary Body Property

- 32.6 Subject to compliance with By-law 8 (Works), a Subsidiary Body may only construct, install or keep in a Lot, Community Property or Subsidiary Body Property anything that can be seen from outside that Lot, Community Property or Subsidiary property if that Subsidiary Body obtains the prior approval of the Community Association.
- 32.7 By-Law 32.6 only applies if, in the opinion of the Community Association, reasonably held, the thing that can be seen from outside the Lot, Community Property or Subsidiary Body Property:
- (a) is in the keeping with the building in or the landscaped areas of the Lot, Community Property or Subsidiary Body Property; and
 - (b) complies with the applicable Architectural and Landscape Standards.

Non Compliance by Subsidiary Body

- 32.8 The Community Association may give a notice to a Subsidiary Body requiring that the Subsidiary body comply with the terms of this by-law 32.
- 32.9 If a Subsidiary Body does not comply with this by-law 32 then the Community Association may exercise its rights under by-law 76.

Obligations of Subsidiary Body in Respect of Land Subject to Restricted Use Rights

- 32.10 A Subsidiary Body has the same obligations under by-laws 32.3, 32.4 and 32.5 in connection with part of the Community Parcel in respect of which it has Restricted Use Rights as it has in connection with its Subsidiary body Property.
- 32.11 This by-law 32 does not operate to prevent performance⁴ of the obligation under by-laws 32.1, 32.2, 32.3, 32.4 and 32.10 being the responsibility of and to be performed by a person other than the Community Association or the Subsidiary Body, as the case may be.

Obligations of Owner or Occupier in Respect of Land subject to Restricted Use Rights

- 32.12 An Owner or Occupier have the same obligations under by-laws 30.3, 46.3, 62.1 and 62.2 in connection with a part of the Community Parcel in respect of which they have Restricted Use Rights as they have in connection with their Lot.

33 Restricting Access to Community Property and Subsidiary Body Property

Rights of Community Association

- 33.1 In addition to its powers under the Management Act and elsewhere in this management statement, the Community Association has power under this by-law 33.1 but subject to by-law 33.2 and 33.3 to:
- (a) close off or restrict by fencing or the need to use a Security Key or otherwise, access to Community Property or a part of it; and
 - (b) allow the Estate Manager and security personnel to use part of Community Property to the exclusion of others in connection with the security of the Community Parcel and the operation and maintenance of security equipment; and
 - (c) close off or restrict access to Community Facilities if doing so assists the efficient management of those facilities.
- 33.2 Despite by-law 33.1, the Community Association can only close off or restrict access to Community Property if it has the consent of the Council.
- 33.3 Despite by-law 33.1, the Community Association can only close off or restrict access to Restricted Community Property if it has the consent of the person with the benefit of the Restricted Use Rights or if it is permitted to do so under the terms of the by-law creating the Restricted Community Property.

Rights of a Subsidiary Body

- 33.4 In addition to its powers under the Management Act and the Strata Management Act, as applicable, and elsewhere in this management statement, a Subsidiary Body has power under this by-law 33.4 but subject to by-laws 33.5 and 33.6 to:
- (a) close off or restrict by fencing or the need to use a Security Key or otherwise, access to its Subsidiary Body Property or a part of it; and
 - (b) allow the Estate Manager and security personnel to use part of its Subsidiary Body Property to the exclusion of others in connection with the security of the Subsidiary Parcel and the operation and maintenance of security equipment; and
 - (c) close off or restrict access to facilities in its Subsidiary Body Property if doing so assists the efficient management of those facilities.
- 33.5 Despite by-law 33.4 a Subsidiary Body can only close off or restrict access to its Subsidiary Body Property if it has the consent of the Council.
- 33.6 Despite by-law 33.4, a Subsidiary Body can only close off or restrict access to Restricted Subsidiary Body Property if it has the approval of the person with the benefit of the Restricted Use Rights or if it is permitted to do so under the terms of the by-law creating the Restricted Subsidiary Property.

34 Garbage Disposal Generally

- 34.1 The Community Association may give directions from time to time about the storage and removal of Garbage from the Community Parcel. Subject to this management statement, a Subsidiary Body may give directions from time to time about the storage and removal of Garbage from the Subsidiary Body Parcel for which it is responsible.
- 34.2 An Owner or Occupier must sort, store and make their Garbage available for collection according to this management statement, any applicable Subsidiary body By-Laws and any directions given by the Community Association and/or a Subsidiary Body.
- 34.3 Subject to this management statement, any applicable Subsidiary Body By-Laws and any directions given by the Community Association and/or a Subsidiary Body, an Owner or Occupier must not deposit Garbage on:
- (a) Community Property or Subsidiary Body Property; or
 - (b) any Lot other than their Lot; or
 - (c) their Lot other than in appropriate receptacle or space.

35 Services

- 35.1 Each Service Provider is responsible for and must maintain in good condition, repair and replace any Service and associated Service Lines in the Community Parcel that it provides or that are provided for its use.
- 35.2 If, in the opinion of the Community Association, reasonably held, a Service Provider is not maintaining or repairing and replacing, in a proper manner, a Service and associated Service Lines in the Community Parcel for which it is responsible, the Community Association may, to the extent it is able to do so without breaching any law or legal obligation, maintain in good condition, repair and replace that Service and associated Service Lines.
- 35.3 The Community Association is responsible for and must maintain in good condition, repair and replace any Service and associated Service Lines in the Community Parcel for which no Service Provider is responsible.

- 35.4 If any Service and associated Service Lines in the Community Parcel do not benefit all Community Development Lots and Former Community Development Lots, the Community Association may from time to time determine in its absolute discretion which Community Development Lots and Former Community Development Lots should be responsible for the cost of maintaining, repairing and replacing that Service and associated Service Lines may require an association property rights by-law to be entered into under section 134 of the Management Act on terms and conditions acceptable to the Community Association, including but without limitation, in relation to the determination, imposition and collection of levies on those entitled to use the Service and associated Service Lines.
- 35.5 In the event that section 37 of the Development Act applies in relation to the installation of a Service Line, the Community Association or relevant Subsidiary Body must do everything necessary to comply with section 37 of the Development Act

Irrigation System

- 35.6 The Community Association is responsible for the Irrigation System.
- 35.7 The Community Association is responsible to maintain in good condition, repair and replace Service Lines comprising the Irrigation System and, in particular, the in-ground retention tanks and associated equipment whether located in Community Property or in a Community Development Lot.

Special Receiving Facility

- 35.8 The Community Association is responsible for any Special Receiving Facility in the Community Parcel.
- 35.9 The Community Association is responsible to maintain in good condition, repair and replace any Special Receiving Facility and any associated Service Lines.

Provision of Private Services by Community Association

- 35.10 In addition to its powers under the Management Act and elsewhere in this management statement:
- (a) the Community Association has the power under this by-law 35 to:
 - (i) provide a Private Service to an Owner, Occupier or Subsidiary Body; and
 - (ii) arrange for the installation and maintenance in good condition, repair and replacement of Service Lines for that Private Service; and
 - (iii) contract with persons to manage all or some of the elements of providing that Private Service; and
 - (b) the Community Association has the power under this by-law 35 to contract with a person to:
 - (i) provide a Private Service to an Owner, Occupier or Subsidiary Body; and
 - (ii) install and maintain in good condition, repair and replace Service Lines for that Private Service.

No Interference with Private Services

- 35.11 An Owner, Occupier or Subsidiary Body must not:
- (a) unless they have the prior consent of the Community Association, carry out any works that interfere with Private Services; or
 - (b) obstruct or prevent access to, overload or damage Private Services.
- 35.12 If an Owner or Occupier becomes aware of damage to or the defective operation of a Private Service they must immediately notify the Community Association.

Power of Entry of Community Association

- 35.13 The Community Association may enter a Lot or Subsidiary Body Property to inspect, install, maintain in good condition, repair, alter, add to, increase the capacity of or replace a Private Service.
- 35.14 For the purpose of this by-law 35:
- (a) in an emergency the Community Association may enter a Lot or Subsidiary Body Property at any time; and
 - (b) in a case that is not an emergency, the Community Association may enter a Lot or Subsidiary Body Property after giving reasonable notice.
- 35.15 It is possible the Community Association will exercise a power under this by-law 35 during the initial period.
- 35.16 If section 24 of the Management Act applies to the exercise of a power under this by-law 35, the effect of that exercise is described in this by-law 35 for the purpose of that section.
- 35.17 The Community Association may exercise a power under this by-law 35 by ordinary resolution.

36 Insurance Obligations

Affecting Community Association Insurances

- 36.1 An Owner or Occupier must notify the Community Association if they use or change the use of their Lot in a way that might affect insurance premiums for the Community Scheme.
- 36.2 An Owner or Occupier must have approval from the Community Association to do anything that might invalidate, suspend or increase a premium for any Community Association insurance policy.
- 36.3 If the Community Association gives an Owner or Occupier approval under this by-law 36 it may impose conditions, including a condition that the Owner or Occupier reimburse the Community Association for increased premiums.

Affecting Subsidiary Body Insurances

- 36.4 An Owner or Occupier must notify any relevant Subsidiary Body if they use or change the use of their Lot in any way that might affect insurance premiums for the relevant Subsidiary Scheme.
- 36.5 An Owner or Occupier must have approval from a relevant Subsidiary Body to do anything that might invalidate, suspend or increase a premium for any Subsidiary body insurance policy.
- 36.6 If a Subsidiary Body gives an Owner or Occupier approval under this by-law 36 it may impose conditions, including a condition that the Owner or Occupier reimburse the Subsidiary body for increased insurance premiums.

37. Reviewing Insurance Policies

Community Association Insurances

- 37.1 The Community Association must comply with its obligations under Part 9 Insurance of the Management Act. A form of motion to consider the appointment of an auditor and the taking out of insurance of the kind referred to in section 148 of the Management Act (if not already taken out) and the particulars of each insurance policy taken out by the Community Association must be included in, or accompany, each notice of annual general meeting.
- 37.2 Repealed
- 37.3 The Community Association must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Community Association or Community Property.

Insurance for Restricted Community Property

- 37.4 The Community Association must ensure that any person having Restricted Use Rights in respect of a part of Community Property is noted as an interested party on Community Association insurance policies, in particular, the policy covering legal liability, it effects.
- 37.5 Any person having Restricted Use Rights in respect of a part of Community Property must reimburse the Community Association for the part of the insurance premiums that relate to the Restricted Community Property, if the Community Association so requests.

Subsidiary Body Insurances

- 37.6 Each Subsidiary Body must comply with its obligations under Part 9 Insurance of the Management Act and, where applicable, Part 9 Insurance of the Strata Management Act. A form of motion to consider the appointment of an auditor and the taking out of insurance of the kind referred to in section 148 of the Management Act (if not already taken out) and, where applicable, section 165(2) of the Strata Management Act (if not already taken out) and the particulars of each insurance policy taken out by the Subsidiary Body must be included in, or accompany, each notice of annual general meeting.
- 37.7 Repealed
- 37.8 A Subsidiary Body must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Subsidiary Body or Subsidiary Body Property.

Insurance for Restricted Subsidiary Body Property

- 37.9 Each Subsidiary Body must ensure that any person having Restricted Use Rights in respect of a part of its Subsidiary Body Property is noted as an interested party on Subsidiary Body insurance policies, in particular, the policy covering legal liability, it effects.
- 37.10 Any person having Restricted Use Rights in respect of a part of Subsidiary Body Property must reimburse the Subsidiary Body for the part of the insurance premiums that relate to the Restricted Subsidiary body Property, if the Subsidiary Body so requests.

38 Repealed (28 March 2022)

39 Sub-committees**Added By-Law 39A - Budget and Expenditure Controls**

If the Community Association has determined at an annual general meeting or other general meeting to restrict expenditure by the Association Committee to a specific dollar amount (Restricted Amount) for any item or matter (Restricted Matter), the Association Committee must not, in the period prior to the next annual general meeting, exceed the Restricted Amount:

- (a) unless the Association Committee can reduce expenditure on another item or matter and allocate such expenditure to the Restricted Matter but so as not to exceed the total amount of expenditure of all items or matters permitted to be dealt with by the Association Committee; or
- (b) unless resolutions are passed at a general meeting to increase the Restricted Amount for a Restricted Matter and, where necessary, to approve the striking of a special levy to provide funding for the increase in the Restricted Amount; or
- (c) unless permitted under the Management Act; or
- (d) except in the case of an emergency, including but without limitation expenditure required to rectify a burst or blocked water or sewerage pipe, serious damage caused by fire or storm or any other natural disaster, an unexpected electrical or security system failure, glass breakages that affect the security of any building, which is part of the Community Property, or could result in damage to the interior of any such building, or to otherwise prevent or stop a serious nuisance or hazard affecting the safety of an Owner, Occupier or Permitted Person and/or any part of the Community Parcel.

Sub-Committees

- 39.1 The Association Committee may establish sub-committees to assist the Association Committee in the management and operation of the Community Scheme.
- 39.2 A sub-committee must be comprised of at least two representatives of the Community Scheme.
- 39.3 A sub-committee must only conduct investigations for and is instructed by the Association Committee in writing following a resolution at a duly convened Association Committee meeting and issued under the authority of the secretary of the Association Committee.
- 39.4 A sub-committee must keep and issue to the Association Committee agendas and minutes of sub-committee meetings. Such documents are to be provided to the secretary of the Association Committee prior to the next Association Committee meeting for inclusion in the agenda for that Association Committee meeting.
- 39.5 A sub-committee must report to the Association Committee on all matters regarding the sub-committee's investigations and activities. Such reports must be in writing and must be provided to the secretary of the Association Committee prior to the next Association Committee meeting for inclusion in the agenda for that Association Committee Meeting.
- 39.6 A sub-committee must make recommendations to the Association Committee resulting from Investigations undertake by the sub-committee under the instruction or the Association Committee. Such recommendations must be contained in the minutes of the sub-committee meetings referred to in the by-law 39.4 and in the written report of the sub-committee referred to in by-law 39.5.
- 39.7 A sub-committee can recommend a scope of works to be used for the purposes of a tender and the like. A sub-committee cannot call for tenders. Such tenders can only be called by the Association Committee subject to a resolution of the Association Committee to do so at an Association Committee meeting.
- 39.8 A sub-committee cannot:
 - (a) sign or execute agreements with suppliers, contractors or service providers of any type on behalf of the Association Committee or Community Association;
 - (b) issue instructions to suppliers, contractors or service providers of any type on behalf of the Association Committee or Community Association;
 - (c) commit the Association Committee or Community Association to any expenditure on any item or matter; and
 - (d) communicate with or instruct any solicitors or other legal practitioners retained by or acting on behalf of the Community Association.

40 Repealed (28 March 2022)**41 Repealed (28 March 2022)****42 Repealed (28 March 2022)**

43 Repealed (28 March 2022)

44 Repealed (28 March 2022)

45 Repealed (28 March 2022)

46 Responsibility for Fences AMENDED to read as follows:

Restrictions on Construction

- 46.1 Subject to this by-law 46 and section 229 of the Management Act, the Dividing Fences Act 1991 applies in relation to the provision of and payment for any fence in the Community Parcel.
- 46.2 Subject to section 229 of the Management Act and compliance with the Dividing Fences Act 1991, unless it resolves to do so, the Community Association need not provide or pay for any fence in the Community Parcel.
- 46.3 An Owner, Occupier or Subsidiary Body may not:
- (a) construct a fence on the front street alignment of any Lot or between the front street alignment of any Lot and the building line for that Lot as fixed by the Council; or
 - (b) replace any fence in a Lot or Subsidiary Body Property unless:
 - (i) the materials are of the same standard and quality as those of the fence as originally constructed; and
 - (ii) the location of replacement fence is the same as the location of the fence as originally constructed; or
 - (c) construct any new fence in a Lot or Subsidiary Body Property without the prior consent of the Association Committee.
- 46.4 The Community Association will retain all responsibility for the Heritage Wall along Tennyson Road.

Architectural and Landscape Standards

- 46.5 Any fence constructed in the Community Parcel must comply with the applicable Architectural and Landscape Standards.
- 46.6 All costs will be shared between the Community Association and the subsidiary body in accordance with the Dividing Fences Act 1991.

Fences in Community Property and Subsidiary Body Property

- 46.7 A Subsidiary Body is responsible for the maintenance in good condition, repair and replacement of fences in its Subsidiary Body Property.
- 46.8 No fence can be constructed in Restricted Community Property that adjoins the Foreshore Lot.
- 46.9 By-Law 46.7 and this by-law 46.8 cannot be varied without the prior approval of Council.

47 Repealed (28 March 2022)

48 Licences to Use Community Property and Restricted Subsidiary Body Property

- 48.1 In addition to its powers under the Management Act and elsewhere in this management statement, the Community Association has power under this by-law 48 to grant licences to persons, including a Subsidiary Body, an Owner, an Occupier, the Developer and the Estate Manager, to use parts of Community Property and, in particular, any Community Facility and parts of Restricted Subsidiary Body Property.
- 48.2 Licences that the Community Association grants under this by-law 48 may include such items as the Community Association determines including terms about:
- (a) payments under the licence; and
 - (b) the term of the licence; and
 - (c) the permitted use of the licensed area; and
 - (d) the security of the licensed area; and
 - (e) the maximum number of persons allowed in the licensed area; and
 - (f) insurances the licensee must effect; and
 - (g) cleaning and maintaining and repairing the licensed area.
- 48.3 It is possible a licence will be granted under this by-law 48 during the initial period.
- 48.4 If section 24 of the Management Act applies to a licence granted under this by-law 48, the effect of that licence is disclosed in this by-law 48 for the purposes of that section.
- 48.5 The Community Association may exercise its power under this by-law 48 by ordinary resolution.

49 Repealed (28 March 2022)

50 Licences to Use Subsidiary Body Property

- 50.1 In addition to its powers under the Management Act or Strata Management Act, as applicable, and elsewhere in this management statement, a Subsidiary Body has power under this by-law 50 to grant licences to persons, including the Community Association, another Subsidiary Body, an Owner, an Occupier, the Developer and the Estate Manager, to use parts of its Subsidiary Body Property. This by-law 50 does not apply in the case of a Subsidiary Body that is an Owners Corporation, which may grant a licence in relation to its Common Property in accordance with section 112 of the Strata Management Act.
- 50.2 Licences that a Subsidiary Body grants under this by-law 50 may include such terms as the Subsidiary Body determines, including terms about:
- (a) payments under the lease; and
 - (b) the term of the lease; and
 - (c) the permitted use of the leased area; and
 - (d) the security of the leased area; and
 - (e) the maximum number of persons allowed in the leased area; and
 - (f) insurances the lessee must effect; and
 - (g) cleaning and maintaining and repairing the leased area.
- 50.3 A Subsidiary Body may exercise its power under this by-law 50 by ordinary resolution.

51 Agreements in Connection with Community Facilities

- 51.1 In addition to its powers under the Management Act or Strata Management Act, as applicable, and elsewhere in this management statement, the Community Association has power under this by-law 51 to enter into an agreement of any kind, including a lease or licence, in connection with any Community Facility. Any lease must be entered into in accordance with section 27 of the Development Act.
- 51.2 Subject to compliance with the Management Act and the Development Act, any agreement entered into under this by-law 51 may confer significant rights, including the right to occupy, use, manage, caretake and carry on a business or trade activity, at the Community Facility, or not.
- 51.3 The" and insert "Subject to compliance with the Management Act and the Development Act, the intention of this by-law 51 is to empower the Community Association to the maximum extend permitted by law and, in particular, so that it has a very wide discretion as to the nature and terms of any agreement entered into under this by-law 51.
- 51.4 Except as otherwise provided under the Management Act or Development Act, the Community Association may exercise its power under this by-law 51 by ordinary resolution.

52 Agreement with AGL

- 52.1 In addition to its powers under the Management act and elsewhere in this management statement, the Community Association has power under this by-law 52 to enter into a deed with AGL in a form to the reasonable satisfaction of and for the sole benefit of and enforceable by AGL under which the Community Association agrees to pay to AGL all Rates and Taxes in respect of the Lower Stratum Lot.
- 52.2 In this by-law 52 Rates and Taxes means:
- (a) all rates, taxes, charges, assessments, duties, impositions and fees payable to any Authority:
 - (i) excluding:
 - A. income tax; and
 - B. charges imposed by reference to the measured quantity of usage of services by AGL; and
 - (ii) including:
 - A. land tax and any goods and services tax, value added tax or similar; and
 - B. all levies and other amounts payable to an association or owners corporation.
- 52.3 The Community Association may exercise its power under this by-law 52 by ordinary resolution.

53 Repealed (28 March 2022)

54 Repealed (28 March 2022)

55 Wharf REPEALED (AP281212K)

56 Marina REPEALED (AP281212K)

57 Agreements by Community Association

- 57.1 Subject to compliance with the Management Act, including sections 70 to 74 inclusive of the Management Act, in addition to its powers under the Management act and elsewhere in this

management statement, the Community Association has power under this by-law 57, on its own behalf and on behalf of a Subsidiary body to enter into agreements of all kinds in connection with:

- (a) the provision of:
 - (i) management, operational, maintenance, cleaning, security, caretaking and
 - (ii) services or amenities to Lots or to Owners and Occupiers (section 121 of the Management Act).
 - (iii) services and amenities to Community Property and Subsidiary Body 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 and Owners and Occupiers or the general public or both.

57.2 Except as otherwise provided under the Management Act or Development Act, the Community Association may exercise its power under this by-law 57 by ordinary resolution.

58 Agreement with Estate Manager

Initial Period Disclosure

58.1 The community Association intends during the initial period to enter into an agreement with the Estate Manager (Estate Management Agreement) to provide management and operational services for the Community Scheme at a fee. The effect of the Estate Management Agreement, the lease referred to in by-law 58.7 and the agreement to occupy referred to in by-law 23.3 is disclosed in this by-law 58 for the purposes of section 24 of the Management Act.

Power to Enter into Agreement

58.2 In addition to its powers under the Management act and elsewhere in this management statement, the Community Association has power under this by-law 58:

- (a) to appoint and enter into an agreement with a person to provide management and operational services for the Community Scheme at a fee; and
- (b) to enter into the lease referred to in by-law 58.7.

Terms

58.3 The term of the Estate Management Agreement is 5 years with 4 options to renew the agreement each for a period of 5 years.

Fee

58.4 For the first year of the Estate Management Agreement the fee payable to the Estate Manager will be \$40,000. During the subsequent years of the Estate Management Agreement, the fee payable to the Estate Manager will be an annual sum equivalent to 15% of the annual operational, management and maintenance costs of the Community Scheme.

58.5 In calculating the fee payable to the Estate Manager, there must be excluded from the amount calculated as the annual operational, management and maintenance costs of the Community Scheme, the fee payable to the Estate Manager and the fee and incidental costs payable to the Managing Agent.

58.6 The fee payable to the Estate Manager is exclusive of the costs to the Estate Manager of carrying out or procuring the carrying out of the duties of the Estate Manager set out in the Estate Management Agreement. Any costs incurred by the Estate Manager in carrying out or procuring the carrying out of the duties of the Estate Manager set out in the Estate Management Agreement are payable by the Community Association.

58.7 During the term of the Estate Management Agreement, including the period of any renewal of the agreement, the Estate Manager may, at no fee, have the exclusive use of the No 1 Office and the Gatehouse. If the Community Association so requests, the Estate Manager must enter into a lease of the No 1 Office and the Gatehouse at a rent of \$1 per annum and otherwise on such terms as the Community Association reasonably requires.

Assignment

58.8 The Estate Management Agreement will provide that the Estate Manager may assign its rights under the Estate Management Agreement at any time to a respectable and responsible assignee.

Termination

58.9 The Estate Management Agreement will provide that the Community Association may terminate the Estate Management Agreement if the Estate Manager:

- (a) assigns its interest in the Estate Management Agreement in breach of the assignment provisions; or
 - (b) fails or neglects to carry out duties of the Estate Manager as set out in the Estate Management Agreement after the Community Association gives it 30 days notice of the failure or neglect to do so; or
 - (c) is guilty of gross misconduct or gross negligence in the performance of duties of the Estate Manager as set out in the Statement Management Agreement; or
 - (d) enters into liquidation.
- 58.10 The Estate Management Agreement will provide that the Estate Manager may terminate the Estate Management Agreement at any time by giving 3 months notice.

Duties of Estate Manager

- 58.11 The duties of the Estate Manager may include:
- (a) the supervision of:
 - (i) the provision of caretaking, cleaning and security services for Community Property and Subsidiary Body Property; and
 - (ii) servicing Community Property and Subsidiary Body Property; and
 - (iii) the maintenance, renewal or replacement of Community Property and Subsidiary Body Property; and
 - (iv) providing services to the Community Association, Subsidiary Bodies, Owners and Occupiers; and
 - (v) the operation of Security Key systems for Community Property and Subsidiary Body Property, including the provision of Security Keys and the re-coding of Security Keys; and
 - (b) supervising, controlling and regulating employees and contractors of the Community Association and Subsidiary Bodies; and
 - (c) supervising the Community Parcel generally; and
 - (d) doing anything else the Community Association agrees is necessary to desirable for the operation and management of the Community Scheme.
- 58.12 The Community Association may exercise its power under this by-law 58 by ordinary resolution.

PART 4

Optional Matters

59 Behaviour of Owners, Occupiers and Others

- 59.1 An Owner or Occupier must not:
- (a) create any noise likely to interfere with the peaceful enjoyment of any part of the Community Parcel by another Owner or Occupier or a Permitted Person; or
 - (b) use language or behave in a way that might reasonably be expected to offend or embarrass another Owner or Occupier or a Permitted Person; or
 - (c) obstruct the legal use by any person of any part of the Community Parcel; or
 - (d) use equipment that interferes with equipment or appliances used by an Owner or Occupier; or
 - (e) do anything that might damage the good reputation of the Community Scheme; or
 - (f) do anything in the Community Parcel that is illegal or in contravention of the Management Act, including but without limitation sections 143 and/or 144.
- 59.2 An Owner or Occupier must have any lawn in their Lot cut at least once every 2 weeks in spring and summer and at least once every 4 weeks in autumn and winter.
- 59.3 Whilst on the Community Parcel, Owners and Occupiers and, where applicable, any Subsidiary Body must comply with all relevant laws, including but without limitation in relation to fire safety and work health and safety and must ensure that their Permitted Persons also comply with all relevant laws.

60 Signs

Approval of Association Committee

- 60.1 Subject to by-law 60.3, a person must obtain the approval of the Association Committee before that person places in any part of the Community Parcel any marketing or advertising sign, placard, banner or notice.

Other Approvals

- 60.2 In addition to the approval of the Association Committee required under by-law 60.1, a person must obtain the approval of:
- (a) any relevant Subsidiary Body; and
 - (b) while the Developer is carrying out Development Activities, the Developer; and
 - (c) any Authority whose approval is required by law.

Special Situation of Developer

- 60.3 The Developer is permitted, without obtaining the approval of the Association Committee or any Subsidiary Body, to place marketing and advertising signs, placards, banners and notices in any party of the Community Parcel while the Developer is carrying out Development Activities or conducting Selling and Leasing Activities or doing both.

Rules about *For Sale* and *For Lease* Signs

- 60.4 The Community Association may give directions from time to time regulating the shape and size of and written material on *For Sale* and *for Lease* signs.

Non-Compliance

- 60.5 The Community Association may, and if requested by the Developer, must give a notice to an Owner or Occupier requiring that Owner or Occupier to comply with the terms of this by-law 60.
- 60.6 If an Owner or Occupier does not comply with this by-law 60 then the Community Association may, and if requested by the Developer, must exercise its rights under by-law 76.

61 Responsibility of Owners and Occupiers for Others

- 61.1 An Owner or Occupier must:
- (a) use reasonable endeavours to ensure their visitors (including any Permitted Persons) comply with this management statement, any applicable Subsidiary Body By-Laws and any directions given by the Community Association or any Subsidiary Body from time to time; and
 - (b) cause their visitors (including any Permitted Persons) to leave the Community Parcel if they do not comply with this management statement, any applicable Subsidiary Body By-Laws or any directions given by the Community Association or any Subsidiary Body from time to time.
- 61.2 If an Owner or Occupier leases or licenses their Lot (or part of their Lot) the Owner or Occupier must:
- (a) comply with section 219 of the Management Act and give their tenant or licensee a copy of this management statement and any applicable Subsidiary Body By-Laws and any directions given by the Community Association or any Subsidiary Body from time to time; and
 - (b) use reasonable endeavours to ensure their tenant or licensee and their tenant's or licensee's visitors (including any Permitted Persons) comply with this management statement, any applicable Subsidiary Body By-Laws and any directions given by the Community Association or any Subsidiary Body from time to time; and
 - (c) take all action reasonably available to them, including action under the lease or licence agreement, to make the tenant or licensee comply with this management statement, any applicable Subsidiary Body By-Laws and any directions given by the Community Association or any Subsidiary Body from time to time or make the tenant or licensee leave the Community Parcel.
- 61.3 An Owner or Occupier must not allow another person to do anything they are not themselves entitled to do under this management statement, any applicable Subsidiary Body By-Laws or any directions given by the Community Association or any Subsidiary Body from time to time.

62 Maintenance**Maintenance of Lot**

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

Exterior Maintenance

- 62.2 An Owner or Occupier of other than a Strata Lot must carry out all maintenance and repairs to the exterior of any building or other structure in the Lot:
- (a) in a proper and workmanlike manner; and
 - (b) promptly; and
 - (c) to the reasonable satisfaction of the Community Association; and
 - (d) in compliance with the Architectural and Landscape Standards.
- 62.3 Subject to compliance with By-law 8 (Works), an Owner or Occupier may only construct, install or keep in a Lot, Community Property or Subsidiary Body Property anything that can be seen from outside that Lot, Community Property or Subsidiary Body Property if that Owner or Occupier obtains the prior approval of the community Association.
- 62.4 By-Law 62.3 only applies if, in the opinion of the Community Association, reasonably held, the thing that can be seen from outside the Lot, Community Property or Subsidiary Body Property:

- (a) is in keeping with the building in or the landscaped areas of the Lot, Community Property or Subsidiary Body Property; and
- (b) complies with the applicable Architectural and Landscape Standards.

Non Compliance

- 62.5 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 62.
- 62.6 If an Owner or Occupier does not comply with this by-law 62 then the Community Association may exercise its rights under by-law 76.

63 Compliance with Laws

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

- (a) their Lot; and
- (b) the use of their Lot; and
- (c) the use of:
 - (i) Community Property; and
 - (ii) Subsidiary Body Property,
 in respect of which they have a licence or a lease, or rights or privileges under a Restricted Community Property By-Law or a Restricted Subsidiary Body Property By-Law, as the case may be.

64 Obligations of Owners and Occupiers

Compliance with Notices

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

Instructions of Agents, etc of Community Association

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

Things Required to be done are at Owner's or Occupier's Cost

- 64.3 Anything that an Owner or Occupier is required to do under this management statement must be done at the cost of that Owner or Occupier.

65 Cleaning Windows in a Lot

- 65.1 An Owner or Occupier must clean the glass in the windows and doors in or on the boundary of a Lot (even if they are part of Community Property or Subsidiary Body Property).
- 65.2 An Owner or Occupier is not required to clean the glass in the windows or doors in or on the boundary of a Lot that cannot be accessed safely.
- 65.3 If the Community Association or a Subsidiary Body resolves to clean the glass in the windows and doors in or on the boundary of a Lot, the Owner or Occupier of that Lot is excused from obligations under this by-law 65 to clean that glass.

66 Drying Laundry

An Owner or Occupier must not hang any washing, towels, bedding, clothing or other similar article on:

- (a) any part of their Lot if those articles are visible from outside their Lot; or
- (b) on any part of Community Property or Subsidiary Body Property.

67 Keeping Animals AMENDED to read as follows (AD626183):

- 67.1 An Owner or Occupier may keep in the Community Parcel without the approval of the Community Association:
- (a) one dog; or
 - (b) one cat.
- provided the Owner and Occupier has obtained the approval of the relevant Subsidiary Body.
- 67.2 An Owner or Occupier must obtain the approval of any relevant Subsidiary Body before that Owner or Occupier keeps in the Community Parcel:
- (a) any type of animal other than a dog or a cat; or
 - (b) more than one dog at the same time; or

- (c) more than one cat at the same time; or
 - (d) a dog and a cat.
- 67.3 Despite this by-law 67, an Owner or Occupier may keep in the Community Parcel without the approval of the Community Association or any relevant Subsidiary Body:
- (a) a small caged bird; and
 - (b) fish in a tank.
- 67.4 If an Owner or Occupier may under this by-law 67 keep an animal in the Community Parcel, then the Owner or Occupier:
- (a) must ensure that the animal is at all times kept under control and usually in their Lot; and
 - (b) must ensure that the animal does not enter any part of the Community Parcel designated by the Association Committee as an area in which animals may not enter and when the animal is in any part of the Community Parcel other than their Lot, that the animal is accompanied by the Owner or Occupier or other responsible person; and
 - (c) must, when the animal is in any part of the Community parcel other than their Lot, keep the animal appropriately under control; and
 - (d) is liable to the Owners and Occupiers of other Lots and any other person lawfully in the Community parcel for:
 - (i) any noise caused by the animal that is disturbing to an extend which is unreasonable; and
 - (ii) damage to our loss of property or injury to any person caused by the animal; and
 - (e) is responsible for promptly cleaning up after the animal has disturbed or soiled any part of the Community Parcel; and
 - (f) must, if in the opinion of the Association Committee (reasonably held) the Owner or Occupier is not complying with this by-law 67 and the Association committee so requests, remove the animal from the Community Parcel.
- 67.5 This by-law 67 does not prevent the keeping of a dog used as a guide or hearing dog.

68 Fire Control

- 68.1 An Owner or Occupier must comply with laws about fire control and fire safety
- 68.2 Subject to the requirements of Authorities an Owner or Occupier may keep flammable materials in their Lot if they:
- (a) use the materials in connection with the lawful use of their Lot; and
 - (b) keep the materials in reasonable quantities according to the guidelines of any relevant Authority.
- 68.3 An Owner or Occupier must not:
- (a) keep flammable materials in Community Property or Subsidiary Body Property; or
 - (b) interfere with safety equipment; or
 - (c) obstruct fire stairs or fire escapes.

69 Security in Community Parcel

Rights and Obligations of Community Association

- 69.1 The Community Association must:
- (a) take reasonable steps to prevent fires and other hazards in Community Property; and
 - (b) comply with laws about fire control and fire safety.
- 69.2 In addition to its powers under the Management Act, the Community Association has the power to install and operate in Community Property audio and visual security services and other surveillance equipment for the security of the Community Parcel.

Rights and Obligations of Subsidiary Bodies

- 69.3 A Subsidiary Body must:
- (a) take reasonable steps to prevent fires and other hazards in its Subsidiary Body Property; and
 - (b) comply with laws about fire control and fire safety.
- 69.4 In addition to its powers under the Management Act or Strata Management Act, as applicable, a Subsidiary Body has the power to install and operate in Subsidiary Body Property audio and visual security devices and other surveillance equipment for the security of its Subsidiary Parcel.

70 Security Obligations

- 70.1 An Owner or Occupier must take reasonable care to ensure that fire and security doors used by them are locked or closed when they are not being used.

- 70.2 An Owner or Occupier must not:
- (a) interfere with security cameras or surveillance equipment; or
 - (b) do anything that might prejudice the security or safety of the Community Parcel.

71 Security Keys

- 71.1 The Community association may make Security Keys available to:
- (a) Owners and Occupiers; and
 - (b) other persons authorised by the Community Association to hold Security Keys.
- 71.2 A person to whom a Security Key is made available 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 safeguard the Security Key against loss, damage or theft.

72 Parking AMENDED to read as follows:

General Restrictions

- 72.1 Subject to by-law 72.2, an Owner or Occupier must not park a Vehicle in the Community Parcel. Subject to by-law 72.3 an Owner or Occupier must ensure that their Permitted Person must not park a Vehicle in the Community Parcel.
- 72.2 An Owner or Occupier may only park a Vehicle:
- (a) in a garage, carspace or driveway in that Owner's or Occupier's Lot; or
 - (b) in an area in the Community Parcel designated by the Community Association or a relevant Subsidiary Body as being an area where an Owner's or Occupier's Vehicle may be parked; or
 - (c) in an area in the Community Parcel designated by the Community Association or a relevant Subsidiary Body as being an area where a Permitted Person's Vehicle may be parked but for no longer than a 2 hour interval during any day.
- Despite this by-law 72.2 no Vehicle other than a car may be parked by an Owner or Occupier on a driveway in that Owner's or Occupier's Lot or in an area referred to in paragraph (b) of this by-law 72.2.
- 72.3 An Owner or Occupier must ensure that their Permitted Person only parks a Vehicle:
- (a) in a garage, carspace or driveway of the Lot of the Owner or Occupier with whose consent they are in the Community Parcel; or
 - (b) in a part of the Community Parcel designated by the Community Association or a relevant Subsidiary Body as being an area where a Permitted Person's Vehicle may be parked.
- Despite this by-law 72.3 no Vehicle other than a car may be parked by a Permitted Person on a driveway of the Lot of the Owner or Occupier with whose consent they are in the Community Parcel or in an area referred to in paragraph (b) of this by-law 72.3.
- 72.4 Only a person who is an Owner or Occupier or a Permitted Person may park a Vehicle in the Community Parcel.

Heavy Vehicles

- 72.5 Heavy Vehicles may be parked in the Community Parcel only for the purpose of loading or unloading and then only for as short a period as is reasonably practicable unless otherwise approved by the Community Association. Where applicable, a permit to stand must be completed and a bond paid to the Community Association prior to parking the approved vehicle. When applying a length of time must be stipulated. Extensions of time will require a new application.

Repairs

- 72.6 Repairs to Vehicles must not be undertaken in Community Property or Subsidiary Body Property.

73 Payments to be Made

- 73.1 An Owner or Occupier must comply at their cost and on time with this management statement, any applicable Subsidiary Body By-Laws and any directions given by the Community Association or any Subsidiary Body from time to time.
- 73.2 An Owner or Occupier must pay the Community Association and any relevant Subsidiary Body interest from and including the day on which the payment is due until the day it is paid on any amount they owe under this management statement, any applicable Subsidiary Body By-Laws or

any directions given by the Community Association or any Subsidiary Body from time to time that they do not pay on time.

73.3 The Community Association and any relevant Subsidiary Body must calculate interest under this by-law 73 at a rate of 10% simple interest per annum or the rate of interest for unpaid contributions under the Management Act or, where the Subsidiary Body is an Owners Corporation, under the Strata Management Act.

73.4 The Community Association may recover as a debt amounts payable to it under this management statement or any directions given by the Community Association or any Subsidiary Body from time to time that are not paid.

73.5 A Subsidiary Body may recover as a debt amounts payable to it under this management statement or its Subsidiary Body By-Laws or any directions given by the Community Association or any Subsidiary Body from time to time that are not paid.

73.6 An Owner must pay:

- (a) when they fall due, contributions levied under the Management Act and under the Strata Management Act, as applicable; and
- (b) on demand, any costs, charges and expenses of the Community Association or any relevant Subsidiary Body incurred in connection with the contemplated or actual enforcement or preservation of any rights under this management statement, any applicable Subsidiary Body By-Laws or any directions given by the Community Association or any Subsidiary Body from time to time in relation to the Owner.

73.7 A certificate signed by the Community Association, its Managing Agent or the secretary of the Association Committee or a Subsidiary Body, its managing agent or the secretary of its Association committee about a matter or a sum payable to the Community Association or relevant Subsidiary Body, as the case may be, is prima facie evidence of:

- (a) the amount; and
- (b) any other fact stated in it.

73.8 In the event of any inconsistency between this by-law 73 and the Management Act, the Management Act prevails.

74 Repealed (28 March 2022)

75 How Approvals are Given

Approvals by Community Association

75.1 Unless the Management Act or a by-law states otherwise, approval by the Community Association under this management statement may be given by:

- (a) the Community Association at a general meeting; or
- (b) the Association Committee at a meeting of the Association Committee.

75.2 The Community Association and the Association Committee may impose conditions if they give an approval under this management statement.

Approvals by a Subsidiary Body

75.3 Unless the Management Act or, where applicable, Strata Management Act or a by-law states otherwise, approval by a Subsidiary Body under this management statement may be given by:

- (a) the Subsidiary Body at a general meeting; or
- (b) the Association committee of the Subsidiary Body at a meeting of that Association committee.

75.4 A Subsidiary Body and the Association committee of a Subsidiary Body may impose conditions if they give an approval under this management statement.

76 Failure to Comply with Obligations

Powers of Community Association

76.1 In addition to its powers under the Management Act and elsewhere in this management statement, the Community Association has power under this by-law 76 to do anything in the Community Parcel that should have been done by an Owner or Occupier or Subsidiary Body under this management statement but has not been done or not done to the satisfaction of the Community Association.

76.2 The Community Association must give a notice to an Owner or Occupier or Subsidiary Body specifying when it proposes to enter their Lot or Subsidiary Body Property to do a thing that is entitled to do under by-law 76.1. The Owner or Occupier or Subsidiary Body must:

- (a) give the Community Association and persons authorised by its access to the Lot or Subsidiary Body Property according to the notice; and
- (b) pay the Community Association its costs for doing the thing.

Powers of Subsidiary Body

- 76.3 In addition to its powers under the Management Act and the Strata Management Act, as applicable, and elsewhere in this management statement, a Subsidiary Body has the power to do anything in a Lot in its Subsidiary Body Parcel that should have been done by the Owner or Occupier under this management statement but has not been done or not done to the satisfaction of the Subsidiary Body.
- 76.4 A Subsidiary Body must give a notice to an Owner or Occupier or Subsidiary Body specifying when it proposes to enter their Lot to do a thing that is entitled to do under by-law 76.3. The Owner or Occupier or Subsidiary Body must:
- (a) give the Subsidiary Body and persons authorised by its access to the Lot according to the notice; and
 - (b) pay the Subsidiary Body its costs for doing the thing.

77 Responsibility for Damage

- 77.1 The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel except if the Community Association or its employees or agents are negligent.
- 77.2 A Subsidiary Body is not liable for damage or loss of property or injury to any person in or near its Subsidiary Body Parcel except if the Subsidiary Body or its employees or agents are negligent.

78 How to Contact Community Association and a Subsidiary Body

- 78.1 Applications, requests, notices and complaints to the Community Association must be in writing and must be addressed to the secretary of the Community Association.
- 78.2 Applications, requests, notices and complaints to a Subsidiary body must be in writing and must be addressed to the secretary of the Subsidiary Body.

79 Community Facilities

- 79.1 Subject to this management statement and any directions given by the Community Association or any Subsidiary Body from time to time, the Community Facilities are available for use by Owners and Occupiers and Permitted Persons.
- 79.2 The Community Association is responsible for the control, management, operation, maintenance in good condition, repairs and replacement of the Community Facilities.

80 Controlling Traffic in Community Property and Restricted Subsidiary Body Property

- 80.1 In addition to its powers under the Management Act and elsewhere in this management statement, the Community Association has the power under this by-law 80 to:
- (a) impose a speed limit for vehicular traffic in Community Property and Subsidiary Body Property; and
 - (b) impose restrictions on the parking of Vehicles in Community Property and Subsidiary Body Property; and
 - (c) install speed humps and other traffic control devices in Community Property and Subsidiary Body Property; and
 - (d) install signs to control traffic and regulate the parking of Vehicles in Community Property and Restricted Subsidiary Body Property.
- 80.2 A Vehicle may not be driven in the Community Parcel:
- (a) at more than the speed limit determined by the Community Association; and
 - (b) unless the Vehicle is registered; and
 - (c) unless the driver has a licence to drive a Vehicle on a public road; and
 - (d) if the Vehicle is unreasonably noisy or produces an unreasonable quantity of fumes.

81 Rights of Community Association in Respect of Landscaped Areas

- 81.1 If the Community Association determines that it should be responsible for the maintenance, cleaning and caretaking, including watering, of any landscaped area forming part of Subsidiary Body Property it may assume that responsibility by giving a notice to the relevant Subsidiary Body that specifies:
- (a) the part of Subsidiary Body Property affected; and
 - (b) the date from which the assumption of responsibility is effective; and

- (c) any aspects of the maintenance, cleaning and caretaking of the landscaped area for which the Community Association will not be responsible; and
- (d) the method of calculation of the amount that is to be reimbursed to the Community Association for the costs it incurs in connection with discharging the responsibility it has assumed.

81.2 The Community Association may from time to time acting reasonably, determine a minimum extend and frequency for the watering of landscaped areas in the Community Parcel. If the Community Association advises Owners and Occupiers and Subsidiary Bodies of that determination, Owners, Occupiers and Subsidiary Bodies must water their respective landscaped areas at least to the minimum extent and frequency.

81.3 For the purposes of watering landscaped areas forming part of Community Property that are adjacent to a Subsidiary Body Parcel, the Community Association may without payment to that Subsidiary Body, use water supplied to that Subsidiary Body Parcel. The Community Association must act reasonably when exercising its rights under this by-law and must give prior written notice to the relevant Subsidiary Body of its intention to use water supplied to that Subsidiary Body Parcel.

82 Exercise of Rights, Powers and Remedies by Community Association

82.1 The Community Association may exercise a right, power or remedy:

- (a) at its discretion; and
- (b) separately or concurrently with another right, power or remedy.

82.2 A single or partial exercise of a right, power or remedy by the Community Association does not prevent a further exercise of that or of any other right, power or remedy.

82.3 Failure by the Community Association to exercise, or delay in exercising, a right, power or remedy does not prevent its exercise later.

83 Business or Trading Activity of Community Association

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

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

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

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

84 Aerials and Solar Energy Devices

84.1 An Owner, Occupier or Subsidiary Body must not, except with the prior approval of the Community Association and in compliance with the requirements (if any) of Council, construct, install or attach to the outside of any building in a Lot or the outside of any building containing a Lot or any structure on a Lot:

- (a) any ariel, antenna, dish, tower or other receiving or transmitting device for radio, television, telephone, satellite or other facility for communication; or
- (b) any solar energy collection panels and associated equipment; or
- (c) any energy conservation equipment; or
- (d) a solar hot water system and associated equipment.

84.2 Despite this by-law 84, no ariel, antenna, dish, tower or other receiving or transmitting device, including any Special Receiving Facility, constructed, installed or attached by BPPL requires the prior consent of the Community Association.

85 Residue Land

85.1 Despite any other by-law, by-laws 7, 8, 22, 26, 46, 59, 61, 62 and 84 cannot apply in relation to Residue Land without the prior consent of the relevant AGL Party.

85.2 This by-law 85 cannot be varied without the prior consent of each AGL Party.

86 Consent of AGL Party

- 86.1 No Development Activities may be carried out by or on behalf of the Developer on Residue Land owned by an AGL Party without the prior consent of each AGL Party.
- 86.2 Despite any other by-law, the Community Association can only vary:
- (a) by-laws 7, 8, 22, 26, 46, 59, 61, 62 and 84 so that those by-laws or any of them become applicable to the Residue Land; or
 - (b) any by-law other than a by-law referred to in by-law 86.2(a) so that there is an Adverse Effect of an AGL Party; or
 - (c) vary this by-law 86, with the prior consent of each AGL Party.

87 Acknowledgement of Section 88B Instrument and Requirement for Deed

- 87.1 The Community Association acknowledges that it is aware of the terms of the easements, positive covenants and restrictions on use created by the Section 88B Instrument and existing on the folio identifiers for the land comprising the Community Parcel as at the date of the Community Plan.
- 87.2 The Community Association acknowledges that, for the purpose of ensuring continuity of the intention of by-law 52, in the event of the Community Scheme is terminated under the Community Schemes Legislation or by Court order or if the Community Association ceases to have any interest in the area above the Lower Stratum Lot, it will, on or before such time, take all steps necessary to bind its successor(s) or assignee(s) of the area above the lower Stratum Lot for the benefit of AGL such that the successor(s) or assignee(s), as the case may be, agree to pay to AGL all Rates and Taxes, as defined in by-law 52, in respect of the Lower Stratum Lot.

PART 5**By-Laws Required by Authorities****88 Council Garbage Removal**

- 88.1 The Council and Council's garbage collection contractors, from time to time, are not liable for any normal wear and tear caused to the surface of the Open Access Ways, including any interlocking brick pavers and bollards, by the garbage collection trucks collecting Garbage from within the Community Parcel.
- 88.2 By-Law 88.1 does not relieve the Council or Council's garbage collection contractors, from time to time, from responsibility for any damage caused to Community Property, including the surface of the Open Access Ways, as a result of negligence on the part of Council or Council's garbage collection contractors, from time to time.
- 88.3 This by-law 88 cannot be varied without the prior consent of Council.

89 Maintenance of Stormwater Drainage System

- 89.1 The Community Association is responsible for the stormwater drainage system in the Community Parcel.
- 89.2 The Community Association is responsible to maintain in good condition, repair and replace Service Lines, comprising the stormwater drainage system and, in particular, is responsible:
- (a) at not less than 6 monthly intervals; and
 - (b) after significant rainfall events; and
 - (c) as required by Council,
- to inspect and maintain in good condition, including clean, the Stormwater Quality Control Devices to ensure their efficient functioning.
- 89.3 This by-law 89 cannot be varied without the prior consent of Council.

90 Recycling Services

- 90.1 An Owner or Occupier must, if required by Council, comply with the lawful requirements of Council in relation to recycling of Garbage and the use of any recycling service implemented by Council.
- 90.2 This by-law 90 cannot be varied without the prior consent of Council.

91 Lease of Foreshore Lot

- 91.1 In addition to its powers under the Management Act and elsewhere in this management statement the Community Association has power under this by-law 91 to and must enter into a long term lease for nominal rental with the Council or accept an assignment of a lease from the Council to BPPL of the Foreshore Lot on terms that are as agreed between the Council and the Community Association and generally to provide for the principal use of the Foreshore Lot as a foreshore park, recreation area, access trail and landscaped area for the use and enjoyment of the general public and for the general public to pass and repass on foot or by bicycle and containing the following principal obligations on the part of the lessee:
- (a) to maintain the premises in a good condition to the reasonable satisfaction of the Council; and
 - (b) to insure against public risk; and
 - (c) to pay all rates and taxes in respect of the premises.
- 91.2 This by-law 91 cannot be varied without the prior consent of Council.

92 Flagpole

- 92.1 The Community Association acknowledges that the flagpole installed on Community Property (Flagpole) is Community Property and is not the responsibility of Sydney Water.
- 92.2 The Flagpole must not be modified or moved without the prior written consent of Sydney Water.
- 92.3 Before carrying out any work which will affect the Flagpole the Community Association must consult with Sydney Water.
- 92.4 This by-law 92 cannot be varied without the prior consent of Sydney Water.

93 Sewer Vent

- 93.1 The Community Association acknowledges that a Sewer Vent installed in the Flagpole is Community Property and is not the maintenance responsibility of Sydney Water.
- 93.2 The Sewer Vent must be maintained by the Community Association at all times in a proper and efficient working order.
- 93.3 Before carrying out any work that will affect the Sewer Vent the Community Association must obtain prior written consent of Sydney Water and will comply with any direction given by Sydney Water in relation to the intended work.
- 93.4 The Community Associate will not permit the Sewer Vent to be used for any other purpose.
- 93.5 The Community Association will permit Sydney Water unrestricted access for the purpose of maintaining the Sewer Vent if Sydney Water reasonably considers it necessary to do so in circumstances where the Community Association has failed to carry out such maintenance.
- 93.6 The Community Association will pay any costs of such maintenance by Sydney Water including any costs of removal or re-installation of all or part of the Flagpole.
- 93.7 This by-law 93 cannot be varied without the written consent of Sydney Water.

PART 6**Definitions and Interpretation AMENDED to read as follows (AE652741P):****94 Definitions and Interpretation****Statutory Definitions**

- 94.1 In this management statement a word or expression has the meaning given to it by a definition in the Management Act if it is:
- (a) defined in the Management Act; and
 - (b) used but not defined in this management statement.

Further Definitions

- 94.2 In this management statement unless the context clearly indicates otherwise:

Adverse Effect means any of the following effects:

- (a) reduction in the value of the Residue Land to an extent which is not insignificant; or
- (b) change to an extent which is not minor in the proportionate value of the Residue Land; or
- (c) imposition on an AGL Party of additional restrictions or requirements in relation to the Residue Land; or
- (d) an AGL Party acting or being associated with activities or occurrences which could have a detrimental effect on its corporate reputation.

AGL means the Secretary for the time being of The Australian Gas Light Company ARBN 052 167 405 or The Australian Gas Light Company ARBN 052 167 405

AGL Party means any of the following during the period of ownership of the Residue Land:

- (a) AGL; and
- (b) any person in respect of which AGL has given notice to the Community Associate to the effect that that person is to have the same rights under by-law 28 as AGL has.

Architectural and Landscape Standards means the architectural and landscape standards prescribed under by-law 7 as varied under that by-law.

Association Committee means the Association committee of the Community Association.

Authorised Part RCP 8 has the meaning given to it in by-law 18.

Authorised Part RCP 9 has the meaning given to it in by-law 19.

Authorised Part RCP 10 has the meaning given to it in by-law 20.

Authorised Part RCP 11 has the meaning given to it in by-law 21.

Authorised Person means the Council's invitees, the public and other persons authorised by the Council for the purposes of the Public Access Easement.

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

Balcony includes a terrace, verandah or courtyard.

BPPL means Breakfast Point Pty Limited (ACN 088 841 203)

Common Property means the common property in a Strata Scheme

Community Association means Community Association DP No 270347 constituted on registration of the Community Plan.

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

- (a) the Community Property, a public reserve or a drainage reserve; or
- (b) land that has become part of a Subsidiary Scheme; or
- (c) a lot that has been severed from the Community Scheme.

Community Facilities means the Boatshed, Meeting Place, BBQ Pavilion, Grandstand, and Community Recreation Facility referred to in the Concept Plan the respective exact locations of which are to be determined by BPPL.

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

Community Plan means the community plan with which this community management statement is registered.

Community Property means lot 1 in the Community Plan.

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

Community Schemes Legislation means the Development Act and the Management Act and cognate legislation.

Concept Plan means the concept plan (in 3 sheets) attached to this management statement.

Council means City of Canada Bay Council.

Developer means any of the following:

- (a) during the period of its ownership of any Lot, BPPL; and
- (b) during the period of its ownership of any Community Development Lot, Precinct Development Lot or Neighbourhood Lot, any person in respect of which BPPL has given notice to the Community Association to the effect that that person is to have the same rights under by-law 28 as BPPL has.

Development Act means *Community Land Development Act 2021*.

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

- (a) any form of demolition work, excavation work or landscaping work; and
- (b) any form of building work or work ancillary to or associated with building work, including the installation of Services; and
- (c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition; and
- (d) the subdivision of land forming part of the Community Parcel; and
- (e) the conversion of land forming part of the Community Parcel; and
- (f) the dedication of land forming part of the Community Parcel.

Development Area means the part of Community Property identified as such in the Concept Plan.

Estate Manager means Estate Managers Pty Ltd (ACN 086 227 330), its successors and assigns.

Estate Management Agreement has the meaning given to it in by-law 58.1.

Expert Determinator has the meaning given to it in by-law 8.10.

Foreshore Lot means Lot 501 in DP1052824.

Former Community Development Lot means a precinct parcel, neighbourhood parcel or strata parcel that, before it became subject to the precinct scheme, neighbourhood scheme or strata scheme, was a Community Development Lot.

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

Gatehouse means the building identified as such on the Concept Plan.

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

Irrigation System means the system for the reticulation of stormwater retained in the Community Parcel for the purpose of watering certain landscaped areas of the Community Parcel.

Letterbox means a letterbox that has been placed in Community Property in a position determined by BPPL.

Lot means, as the context requires:

- (a) a Community Development Lot; or
- (b) a Precinct Development Lot; or
- (c) a Neighbourhood Lot; or
- (d) a Strata Lot.

Lower Stratum Lot means lot 4 in DP1047145.

Management Act means the *Community Land Management Act 2021*.

Managing Agent means the managing agent for the Community Association appointed under section 53 of the Management Act.

Marina has the meaning given to it in by-law 56.

Neighbourhood Association means the neighbourhood association constituted on registration of a Neighbourhood Plan.

Neighbourhood Lot means a lot in a Neighbourhood Plan that is not Neighbourhood Property, a public reserve or a drainage reserve.

Neighbourhood Management Statement means the neighbourhood management statement registered with a Neighbourhood Plan.

Neighbourhood Parcel means the land the subject of a Neighbourhood Scheme.

Neighbourhood Plan means a neighbourhood plan that subdivides a Community Development Lot or a Precinct Development Lot.

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

Neighbourhood Scheme means a neighbourhood scheme created when a Neighbourhood Plan is registered.

No 1 Office means the building identified as such on the Concept Plan.

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

Open Access Ways means the open access ways shown on the plan of Open Access Ways that forms part of this management statement set apart under section 41 of the Development Act and Open Access Way means a part of the Open Access Ways.

Owner means the owner or mortgagee in possession of a Lot.

Owners Corporation means the owners corporation constituted on registration of a Strata Plan.

Pedestrian/Cycle Shareway means the part of the Community Parcel identified as such on the Concept Plan.

Permitted Person means a person in the Community Parcel with the express or implied consent of an Owner or Occupier, the Community Association or a Subsidiary Body.

Plan of Open Access Ways means the plan of open access ways (in 2 sheets) attached to this management statement.

Precinct Association means the precinct association constituted on registration of a Precinct Plan.

Precinct Development Lot means a lot in a Precinct Plan that is not:

- (a) Precinct Property, a public reserve or a drainage reserve; or
- (b) land that has become part of a Subsidiary Scheme; or
- (c) a lot that has been severed from the Precinct Scheme.

Precinct Management Statement means the precinct management statement registered with the Precinct Plan.

Precinct Parcel means the land the subject of a Precinct Scheme.

Precinct Plan means a precinct plan that subdivides a Community Development Lot.

Precinct Property means the lot shown in a Precinct plan as precinct property.

Precinct Scheme means a precinct scheme created when a Precinct Plan is registered.

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

Public Access Easement means the Easement for Public Access numbered 15 in the Community Plan created by the registration of the Community Plan.

Public Access Easement Site means the part of Community Property identified as such on the Concept Plan.

Rates and Taxes has the meaning given to it in by-law 52.2.

Relevant Letterbox has the meaning given to it in by-law 10.

Relevant Letterbox Owner has the meaning given to it in by-law 10.

Residue Land means lot 6 in deposited plan 147145 and any part of that land.

Restricted Community Property means a part of Community Property the use of which is restricted under a Restricted Community Property By-Law, all of which parts are identified as such on the Concept Plan.

Restricted Community Property By-Law means a by-law the effect of which is that the use of a part of Community Property identified in the by-law is restricted to a Subsidiary Body and person authorised by it, an Owner or the Developer.

Restricted Community Property 1 means the part of Community Property identified as A1 on the Concept Plan.

Restricted Community Property 2 means the part of Community Property identified as A2 on the Concept Plan.

Restricted Community Property 3 means the part of Community Property identified as A3 on the Concept Plan.

Restricted Community Property 4 means the part of Community Property identified as A4 on the Concept Plan.

Restricted Community Property 5 means the part of Community Property identified as A5 on the Concept Plan.

Restricted Community Property 6 means the part of Community Property identified as A6 on the Concept Plan.

Restricted Community Property 7 means the part of Community Property identified as A7 on the Concept Plan.

Restricted Community Property 8 means the part of Community Property identified as A8 on the Concept Plan.

Restricted Community Property 9 means the part of Community Property identified as A9 on the Concept Plan.

Restricted Community Property 10 means the part of Community Property identified as A10 on the Concept Plan.

Restricted Community Property 11 means the part of Community Property identified as A11 on the Concept Plan.

Restricted Community Property 4 Neighbourhood Association means the Neighbourhood Association constituted on registration of the Neighbourhood Plan that subdivides Community Development Lot 85 (previously part Community Development Lot 14).

Restricted Community Property 6 Neighbourhood Association means the Neighbourhood Association constituted on registration of the Neighbourhood Plan that subdivides Community Development Lot 85 (previously part Community Development Lot 14).

Restricted Community Property 8 Neighbourhood Association means the Neighbourhood Association constituted on registration of the Neighbourhood Plan that subdivides the part of Community Development Lot 3 identified as N8 on the Concept Plan.

Restricted Community Property 9 Neighbourhood Association means the Neighbourhood Association constituted on registration of the Neighbourhood Plan that subdivides the part of Community Development Lot 3 identified as N9 on the Concept Plan.

Restricted Community Property 10 Neighbourhood Association means the Neighbourhood Association constituted on registration of the Neighbourhood Plan that subdivides the part of Community Development Lot 6 identified as N10 on the Concept Plan.

Restricted Community Property 11 Neighbourhood Association means the Neighbourhood Association constituted on registration of the Neighbourhood Plan that subdivides the part of Community Development Lot 6 identified as N11 on the Concept Plan.

Restricted Community Property 8 Neighbourhood Scheme means the Neighbourhood Scheme constituted on registration of the Neighbourhood Plan that subdivides the part of Community Development Lot 3 identified as N8 on the Concept Plan.

Restricted Community Property 9 Neighbourhood Scheme means the Neighbourhood Scheme constituted on registration of the Neighbourhood Plan that subdivides the part of Community Development Lot 3 identified as N9 on the Concept Plan.

Restricted Community Property 10 Neighbourhood Scheme means the Neighbourhood Scheme constituted on registration of the Neighbourhood Plan that subdivides the part of Community Development Lot 6 identified as N10 on the Concept Plan.

Restricted Community Property 11 Neighbourhood Scheme means the Neighbourhood Scheme constituted on registration of the Neighbourhood Plan that subdivides the part of Community Development Lot 6 identified as N11 on the Concept Plan.

Restricted Community Property 1 Owners Corporation means:

- (a) the Owners Corporation constituted on registration of the Strata Plan that subdivides Community Development Lot 9; and
- (b) the Owners Corporation constituted on registration of the Strata Plan that subdivides Community Development Lot 10; and
- (c) the Owners Corporation constituted on registration of the Strata plan that subdivides Community Development Lot 11.

Restricted Community Property 2 Owners Corporation means:

- (a) the Owners Corporation constituted on registration of the Strata Plan that subdivides Community Development Lot 16; and
- (b) the Owners Corporation constituted on registration of the Strata Plan that subdivides Community Development Lot 17; and
- (c) the Owners Corporation constituted on registration of the Strata plan that subdivides Community Development Lot 18; and
- (d) the Owners Corporation constituted on registration of the Strata plan that subdivides Community Development Lot 19.

Restricted Community Property 3 Owners Corporation means the Owners Corporation constituted on registration of the Strata Plan that subdivides Community Development Lot 12.

Restricted Community Property 4 Owners means:

- (a) the Owner of Community Development Lot 84 (previously part of Development Lot 14) until the registration of a Strata Plan subdividing Community Development 84 and thereafter the owners Corporation constituted on registration of the Strata Plan that subdivides Community Development Lot 84; and
- (b) the Owners Corporation constituted on registration of the Strata Plan that subdivides Community Development Lot 19; and
- (c) the Owners Corporation constituted on registration of the Strata plan that subdivides Community Development Lot 20; and
- (d) Restricted Community Property 4 Neighbourhood Association.

Restricted Community Property 5 Owners Corporation means:

- (a) the Owners Corporation constituted on registration of the Strata Plan that subdivides Community Development Lot 17; and
- (b) the Owners Corporation constituted on registration of the Strata Plan that subdivides Community Development Lot 19.

Restricted Community Property 6 Owners means:

- (a) the Owner of Community Development Lot 84 (previously part of Development Lot 14) until the registration of a Strata Plan subdividing Community Development 84 and thereafter the owners Corporation constituted on registration of the Strata Plan that subdivides Community Development Lot 84; and
- (b) the Owners Corporation constituted on registration of the Strata Plan that subdivides Community Development Lot 20; and
- (c) Restricted Community Property 6 Neighbourhood Association.

Restricted Community Property 7 Owners Corporation means the Owners Corporation constituted on registration of the Strata Plan that subdivides Community Development Lot 4.

Restricted Community Property 1 Strata Schemes means:

- (a) the Strata Scheme constituted on registration of the Strata Plan that subdivides Community Development Lot 9; and
- (b) the Strata Scheme constituted on registration of the Strata Plan that subdivides Community Development Lot 10; and
- (c) the Strata Scheme constituted on registration of the Strata Plan that subdivides Community Development Lot 11.

Restricted Community Property 2 Strata Schemes means:

- (a) the Strata Scheme constituted on registration of the Strata Plan that subdivides Community Development Lot 16; and
- (b) the Strata Scheme constituted on registration of the Strata Plan that subdivides Community Development Lot 17; and
- (c) the Strata Scheme constituted on registration of the Strata Plan that subdivides Community Development Lot 18; and

- (d) the Strata Scheme constituted on registration of the Strata Plan that subdivides Community Development Lot 19.

Restricted Community Property 3 Strata Scheme means the Strata Scheme constituted on registration of the Strata Plan that subdivides Community Development 12.

Restricted Community Property 4 Strata Schemes means:

- (a) the Strata Scheme constituted on registration of the Strata Plan that subdivides Community Development Lot 84 (previously part Community Development Lot 14); and
- (b) the Strata Scheme constituted on registration of the Strata Plan that subdivides Community Development Lot 19; and
- (c) the Strata Scheme constituted on registration of the Strata Plan that subdivides Community Development Lot 20.

Restricted Community Property 5 Strata Schemes means:

- (a) the Strata Scheme constituted on registration of the Strata Plan that subdivides Community Development Lot 17; and
- (b) the Strata Scheme constituted on registration of the Strata Plan that subdivides Community Development Lot 19.

Restricted Community Property 6 Strata Schemes means:

- (a) the Strata Scheme constituted on registration of the Strata Plan that subdivides Community Development Lot 84 (previously part Community Development Lot 14); and
- (b) the Strata Scheme constituted on registration of the Strata Plan that subdivides Community Development Lot 20.

Restricted Community Property 7 Strata Scheme means the Strata Scheme constituted on registration of the Strata Plan that subdivides Community Development 4.

Restricted Subsidiary Body Property means a part of Subsidiary Body Property the use of which is restricted under a Restricted Subsidiary Body Property By-Law.

Restricted Subsidiary Body Property 1 has the meaning given to it in by-law 23.1.

Restricted Subsidiary Body Property 2 means the part of lot 6 in the Community Plan identified as B1 on the Concept Plan.

Restricted Subsidiary Body Property 3 means the part of lot 6 in the Community Plan identified as B2 on the Concept Plan.

Restricted Subsidiary Body Property By-Law means a by-law the effect of which is that the use of a part of Subsidiary Body Property identified in the by-law is restricted to the use of the person named.

Restricted Use Rights in relation to Community Property or Subsidiary Body Property means the rights created by a Restricted Community Property By-Law or a Restricted Subsidiary Body By-Law, as the case may be.

Rules has the meaning giving to it in by-laws 74.1 and 74.2.

Scheme Architect means:

- (a) Giles Tribe Architects; or
- (b) when BPPL owns any Lot, such architect as BPPL may nominate to act as the Scheme Architect; or
- (c) when BPPL no longer owns any Lot, such architect as the Community Association may nominate to act as the Scheme Architect.

Section 88B Instrument means the instrument setting out terms of easements, profits a prendre, restrictions on use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919 which is registered with the Community Plan.

Security Key means a key, card, fob, proximity reader or other device used to:

- (a) open and close doors, gates and other means of regulating access and egress into and out of Community Property; or
- (b) operate alarms, security systems or communication systems.

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

Service includes:

- (a) water supply;
- (b) gas supply;
- (c) electricity supply;
- (d) air conditioning;
- (e) a telephone service;
- (f) a computer data service;
- (g) a digital transmission service;
- (h) a radio service;

- (i) a television service;
- (j) any service received and dispersed by a Special Receiving Facility; and
- (k) a system for removal of sewage;
- (l) a stormwater drainage system;
- (m) the Irrigation System;
- (n) a ventilation system;
- (o) a fire safety or control system;
- (p) a security system;
- (q) any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety, of the Lots or is otherwise specified in section 32 of the Development Act.

Service Line includes the following in the Community Parcel: any pipe, conduit, wire, cable, duct, channel, drain gully, trap, pit, mast, pole, aerial or other means by or through which a Service is or is to be provided and any structure, tank, pump and other equipment that is associated with any of those means.

Service Provider means a person that provides a Service.

Services Plan means the services plan (in 2 sheets) attached to this management statement.

Special Lot A means the part of lot 6 in the Community Plan identified as Special Lot A on the Concept Plan.

Special Lot B means the part of lot 6 in the Community Plan identified as Special Lot B on the Concept Plan.

Special Receiving Facility means a facility for receiving and dispersing signals in connection with free to air television, pay television and other forms of service and any associated equipment.

Special Restricted Community Property has the meaning given to in by-law 28.2.

Stormwater Quality Control Devices includes stormwater pits and sumps, gross pollutant traps, Gabion structures, gullies, detention tanks and any necessary ancillary equipment, including pumps, in the Community Parcel.

Strata By-Laws means the by-laws in force for a Strata Scheme under the Strata Management Act.

Strata Lot means a lot in a Strata Scheme.

Strata Management Act means the *Strata Schemes Management Act 2015*.

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

Strata Plan means a strata plan that subdivides a Community Development Lot or a Precinct Development Lot.

Strata Scheme means a strata scheme created when a Strata Plan is registered.

Subsidiary Body means a Precinct Association, a Neighbourhood Association or an Owners Corporation.

Subsidiary Body By-Laws means a Precinct Management Statement, a Neighbourhood Management Statement or Strata By-Laws.

Subsidiary Body Parcel means the land the subject of a Precinct Scheme, a Neighbourhood Scheme or a Strata Scheme.

Subsidiary Body Property means Precinct Property means Precinct Property, Neighbourhood Property or Common Property.

Subsidiary Body Scheme means a Precinct Scheme, a Neighbourhood Scheme or a Strata Scheme.

Subsidiary Plan means a Precinct Plan, a Neighbourhood Plan or a Strata Plan.

Vehicle has the meaning given to it in by-law 55.1.

Works includes:

- (a) the erection of a new structure; and
 - (b) changing the appearance of an existing structure, including changing the colour or materials used in the external surfaces of the structure; and
 - (c) the installation or attachment of fly screens, security devices, awnings, radio, television and other aerials and antennae, satellite dishes, any solar energy collection panels and equipment associated with them, any energy conservation equipment, any solar hot water system and equipment associated with it and any other item that is visible outside a Lot; and
 - (d) the addition of new landscaping; and
 - (e) changing existing landscaping
- in the Community Parcel but excludes:
- (f) Development Activities: and
 - (g) changing the interior of an existing building in a Lot.

Interpretation

- 94.3 In this management statement unless the context clearly indicates otherwise:
- (a) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown, the Community Association, a Subsidiary Body and any other organisation or legal entity; and
 - (b) **including** and **includes** are not words of limitation; and
 - (c) the words **at any time** mean at any time and from time to time; and
 - (d) the word **vary** includes add to, delete from and cancel; and
 - (e) **maintain in good condition** includes keep clean and tidy; and
 - (f) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this management statement; and
 - (g) a reference to a natural person includes their personal representatives, successors, and assigns; and
 - (h) a reference to a corporation includes its successors and assigns; and
 - (i) a reference to a document is a reference to a document of any kind, including a plan; and
 - (j) a reference to a body or Authority that ceases to exist is, unless otherwise prescribed by law, a reference to a body or Authority having substantially the same objects as the named body or Authority; and
 - (k) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision; and
 - (l) a reference to a time is to that time in Sydney; and
 - (m) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day; and
 - (n) a requirement to do any thing includes a requirement to cause that thing to be done; and
 - (o) a word that is derived from a defined word has a corresponding meaning; and
 - (p) the singular includes the plural and vice-versa; and
 - (q) words importing one gender include all other genders.
- 94.4 Headings and Index
By-Law headings and the Index are inserted for convenience and do not affect the interpretation of this management statement.
- 94.5 Notices
Any notice, demand, consent, approval, request or communication under this management statement must be in writing.

Added By-Law 94 - Country Club (AC330682A) REPEALED and REPLACED see Added By-Law 94A (AF793819N)

Added By-Law 94A – Country Club (AF793819N) REPEALED and REPLACED to read as follows (AH768724S):

- 94A.1 In this by-law, Country Club means the Community Recreation Facility indicatively shown on the concept Plan. All terms which are used in this by-law and defined in the Community Management Statement have the same meaning in the Community Management Statement.
- 94A.3 The Association Committee can make Rules in relation to the Country Club.
- 94A.4 Subject to the Country Club Rules and by-laws 94.5A, the Country Club is available for use by Owners and Permitted Persons.
- 94A.5 An Owner may, in the Owner's discretion transfer the rights granted under by-law 94.4A to an Occupier and in doing so the Owner will relinquish their right to access the Country Club.
- 94A.6 The Country Club Rules will determine the number of Permitted Persons who may accompany an Owner (or if applicable an Occupier) to the Country Club. These Rules may change from time to time.
- 94A.7 Any Occupiers who have been granted access to the Country Club before the passing of this by-law, will continue to exercise these rights for the term of their tenancy.
- 94A.8 The County Club rules may provide for the use of the County Club by Owners, Occupiers and Permitted Persons for social and other functions.

Added By-Law 95 – Motor Vehicle (AF620413N)

- 95.1 The Community Association may by ordinary resolution at a general meeting resolve to purchase as personal property of the Community Association a Motor Vehicle on the following conditions:

- (a) the vehicle is to be purchased as a new or demonstration vehicle;
- (b) the vehicle is only to be used for Community Association security business operations and for the avoidance of doubt not to be used for any personal use;
- (c) the vehicle must be maintained in good and serviceable repair;
- (d) the vehicle must be registered in NSW;
- (e) the vehicle must be garaged when not in use; and
- (f) the vehicle must be fully insured including comprehensive property and third party insurance.

Added By-Law 96 – Prohibition of Short-Term Accommodation (AK606434K)

- 1 For the purpose of this by-law:
 - 1.1 **"Buildings"** means the buildings and improvements on the Community Parcel;
 - 1.2 **"Costs"** means all professional and trade costs, fees, expenses and disbursements associated with any damage caused as a result of the use of a Lot in breach of this by-law;
 - 1.3 **"Enforcement Costs"** means the costs associated with the enforcement of this by-law, including but not limited to the cost to the Community Association of engaging professional services, including legal services;
 - 1.4 **"Indemnify"** means the Owner indemnifying the Community Association in respect of their use of a Lot in breach of this by-law, including but not limited to the following:
 - 1.4.1 all actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought, or made against Community Association;
 - 1.4.2 any sum payable by way of increased premiums; and
 - 1.4.3 any costs or damages for which the Community Association is or becomes liable;
 - 1.5 **"Residential Tenancy Agreement"** means an agreement under which an Owner or Occupier leases, sublets, or licenses a Lot on a commercial basis for a period of 6 consecutive months or more;
 - 1.6 **"Short Term Accommodation"** means the provision of temporary accommodation on a commercial basis for a period less than 6 consecutive months, including but not limited to:
 - 1.6.1 backpacker's accommodation;
 - 1.6.2 bed and breakfast accommodation;
 - 1.6.3 hotel or motel accommodation;
 - 1.6.4 serviced apartments;
 - 1.6.5 private hotel;
 - 1.6.6 boarding house;
 - 1.6.7 tourist or visitor accommodation; and
 - 1.6.8 any other short-term rentals, including but not limited to the use of online services such as Airbnb, Stayz, Gumtree or similar.
 - 1.7 **"Statutory Declaration"** means a statutory declaration made by an Owner or Occupier in the form required by the Community Association having regard to the contents of this by-law;
 - 1.8 **"The Plan"** means Canady Bay Local Environmental Plan 2013 as amended from time to time, including any succeeding instrument.
 - 1.9 In this by-law, the term **"Lot"** includes part of a lot.
- 2 Owners and Occupiers are prohibited from using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, including by advertising the Lot or permitting the Lot to be advertised for Short-Term Accommodation.
- 3 If the Association Committee reasonably believes an Owner or Occupier is using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, the Community Association, via the Association Committee or Managing Agent, may:
 - 3.1 Request that the Owner and/or Occupier provide evidence of their compliance with this by-law, including a copy of their Residential Tenancy Agreement or Council approval. Such evidence must meet the reasonable requirements of the Association Committee, which may include a Statutory Declaration; and/or
 - 3.2 Notify Council of the potential breach of The Plan and provide Council with all information and evidence needed to assist it to make a determination and take any necessary regulatory action; and/or
 - 3.3 Exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner and/or Occupier by the NSW Civil and Administrative Tribunal in the sum of \$5,500.00 (as at the date of registration of this by-law and subject to change); and/or

- 3.4 Enter upon any part of the Lot to carry out the necessary investigation to confirm the Owner or Occupier's compliance with this by-law; and/or
- 3.5 Refuse to provide additional Security Keys to the Owner or Occupier; and/or
- 3.6 De-activate the Owner or Occupier's Security Keys.
- 4 The Owner and/or Occupier is responsible for and will bear all Costs and Enforcement Costs.
- 5 Where the Community Association has incurred Costs and/or Enforcement Costs on behalf of an Owner and/or Occupier, the Community Association may recover those Costs and/or Enforcement Costs from the Owner and/or Occupier as a debt.
- 6 The Owner and/or Occupier must promptly repair any damage to any part of the Building directly or indirectly caused by the Owner and/or Occupier's breach of this by-law.
- 7 The Owner and/or Occupier will include a copy of this by-law in every Residential Tenancy Agreement.
- 8 The Owner Indemnifies and will keep Indemnified the Community Association.

Added By-Law 97 – Enclosure of Balconies (AM147876G) REPEALED AND REPLACED (AN970581K) to read as follows:

97.1 For the purposes of this by-law:

By-Law 97 applies to the installation of shutters, blinds or any other cover on balconies. The Association committee of the Community Association will consider the installation of shutters, blinds or any other cover covering up to 50% of a balcony. Only in special circumstances will the Association committee of the Community Association consider the enclosure of more than 50% of a balcony. This by-law prohibits the use of solid glass or walls of either masonry or other materials to enclose a balcony.

- 97.1.1 **"Application"** means a written application by an Owner to the Association relating to their proposed Works, including the following details:
 - a) the type of Works to be completed;
 - b) the supplier, manufacturer, installer and specifications of the Works;
 - c) a detailed plan of the proposed location of the Works;
 - d) evidence that the Works will not interfere with the structural integrity of the Building;
 - e) details of the contractors and/or tradesperson engaged to carry out the Works, including evidence that the contractors and/or tradespersons are properly licensed and qualified; confirmation that the contractors and/or tradespersons have effected all necessary policies of insurance, including any policy of insurance specifically requested by the Association Committee;
 - f) approvals from the relevant statutory/regulatory Authority, including, if necessary, council approval; and
 - g) any other document reasonably required by the Association Committee.
- 97.1.2 **"Approval"** means written approval from the Association Committee to the Owner in response to their Application, with or without conditions.
- 97.1.3 **"Authority"** means any government, governmental, semi-governmental, local government authority, administrative, fiscal or judicial body or tribunal, department, commission, public authority, tribunal, agency or entity or Minister;
- 97.1.4 **"Building"** means the buildings and improvements on the Community Parcel;
- 97.1.5 **"Costs"** means all professional and trade costs/fees/disbursements/expenses incurred or associated with this by-law, the Works and Remedial Works and any damage caused as a result of the Works and/or Remedial Works;
- 97.1.6 **"Direction"** means a written direction from the Association Committee to the Owner relating to Works and/or Remedial Works;
- 97.1.7 **"Indemnify"** means the Owner indemnifying the Community Association in respect of the Works and/or Remedial Works or anything arising from the Building Works and/or Remedial Works, including, but not limited to the following:
 - a) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Community Association;

- b) any sum payable by way of increased insurance premiums; and
- c) any costs or damages incurred by or for which the Community Association is or becomes liable.

97.1.8 **"Remedial Works"** means repair, maintenance, replacement and/or removal of items relating to the Works and/or any part of the Community Parcel affected by the Works;

97.1.9 **"Works":**

- 97.1.9.1 means the partial enclosure of an individual balcony at a Lot via the installation of shutters, blinds or any other cover covering no more than 50% of the balcony, including all ancillary works;
- 97.1.9.2 excludes the use of solid glass or walls of either masonry or other materials to provide screening or enclosure on a balcony of a Lot.

97.2 Where any terms used in this by-law start with a capital letter and are not defined, they have the same meaning those words are attributed under the Community Management Statement.

Works

- 97.3 Prior to carrying out the Works, the Owner must make an Application to the Association Committee.
- 97.4 The Association Committee will consider the Application within 3 months following the receipt of the Application, and will advise the Owner whether or not all requirements have been satisfied or whether there are any additional reasonable requirements to be satisfied.
- 97.5 The Approval will not be unreasonably withheld.
- 97.6 The Association Committee may engage an expert (including but not limited to a qualified engineer or building consultant) to provide advice to assist in its determination of the Application.
- 97.7 In relation to clause 6 above, if the Association Committee engages an expert, all associated costs, fees and disbursements will be paid by the Owner.

Enclosure of Balconies by more than 50%

- 97.8 Subject to clause 9, an Owner must not enclose more than 50% of an individual balcony at a Lot.
- 97.9 The Association Committee will only consider the enclosure of more than 50% of an individual balcony at a Lot in special circumstances, such as for security and privacy reasons. In this respect clauses 3, 4, 6, and 7 of this by-law apply.
- 97.10 A written approval (with or without conditions) from the Association Committee to the Owner in response to their proposed enclosure of more than 50% of an individual balcony will only be given to the Owner if there is a unanimous Association Committee vote to approve the works.

Conditions

- 97.11 The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.
- 97.12 The Works and Remedial Works must be carried out and completed:
 - a) in a proper workmanlike manner and by licensed and/or accredited contractors;
 - b) with due skill and care using proper materials;
 - c) (if applicable) with the consent of the Authority and in accordance with any conditions of that consent;
 - d) in compliance with the Building Code of Australia and any other Australian Standards, as applicable;
 - e) in keeping with the appearance of the Building in its style, colour, materials and overall design;
 - f) in a way so as to not unreasonably interfere with the enjoyment of other Community Parcel areas or access to Lots by other persons;
 - g) in a way which minimises the disturbance to other Owners including but not limited to vibration, noise, dust and dirt;
 - h) ensuring that the security of the Building is maintained throughout the performance of the Works and Remedial Works;
 - i) promptly and completely removing all rubbish from the Building resulting from the Works and/or Remedial Works;
 - j) keeping all areas of the Building as clean and tidy as possible;
 - k) promptly repairing any damage to any part of the Building caused by the Works and/or Remedial Works;
 - l) in compliance with all reasonable requirements of the Association Committee; and
 - m) in compliance with By-Law 8.13 to By-Law 8.15 (inclusive) in the Community Management Statement.

Costs and Damage

- 97.13 The Owner is responsible for and will bear all Costs.
- 97.14 Where the Community Association has incurred Costs on behalf of an Owner, the Community Association may recover those Costs from the Owner as a debt.
- 97.15 In the event Lot(s) or any part of the Community Parcel is/are damaged because of the Works or Remedial Works, the Owner will pay the Costs of rectifying the damage.

Direction

- 97.16 The Association Committee reserves the right to direct the Owner to remove, repair or replace any items installed as a part of the Building Works and/or Remedial Works in the event they do not comply with the requirements of this by-law.
- 97.17 If the Owner fails to comply with clause 16 above within 2 months of a Direction to the Owner, then the Association Committee may:
- a) enter upon any part of the Lot to carry out the work;
 - b) carry out all work necessary to perform that obligation; and
 - c) Recover from the Owner any Costs relating to their carrying out of that work as a debt.

General obligations

- 97.18 The Owner will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.
- 97.19 The Owner will not claim upon the Community Association's insurance in respect of anything arising out of the Works or the Remedial Works.

The Owner will Indemnify and will keep Indemnified the Community Association.

98. – Electric Vehicle Charging

An owner or occupier of a Lot must not install any device with respect to electric vehicle charging without prior approval of their subsidiary body. This approval is required irrespective as to whether the source of the electricity is from common property or not. The approval is at the sole discretion of the subsidiary body.

Approved Form 18
COMMUNITY LAND DEVELOPMENT ACT

ATTESTATION

The common seal of the *Community Association Deposited Plan No. 270347 was affixed hereto on

^..... in the presence of:

#(Name)..... and

Signature(s).....

Authority:

being the person(s) authorised by section 235 Community Land Management Act 2021 to attest to the affixing of the seal.

* Strike out if inapplicable

^ Insert date of affixing

Insert name(s)

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. This approved form must be provided when the seal of an association is affixed in accordance with section 235 Community Land Management Act 2021.