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1 Definitions and Interpretation

Statutory Definitions

- 1.1 A word has the meaning given to it by a definition in the Community Titles Legislation if:
- (a) it is defined in the Community Titles Legislation; and
 - (b) is used but not defined in this Management Statement.

Further Definitions

- 1.2 In this Management Statement these terms mean:

“Access Ways” any or all of those open access ways and/or private access ways created or to be created in respect of part of the Community Property;

“Access Way Plan” the plan of access ways which may form part of this Management Statement or which may be registered by the Community Association;

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

“Architectural and Landscape Standards” architectural and landscape standards entitled “Newington (Precinct 1 South) Architectural Standards and Landscape Standards” prescribed under this Management Statement as amended from time to time, in accordance with the Community Titles Legislation.

“By-Law” a by-law in this Management Statement;

“CATV” a community antennae television service for free-to-air and any other television services provided under agreements entered into under By-Law 30, if any;

“CATV Equipment” any aerials, antennae and satellite dishes and any associated conduits and equipment used for the purpose of providing CATV to any Lot, installed or to be installed in any:

- (a) Lot;
- (b) Subsidiary Body Property;
- (c) Community Development Lot intended to be dedicated to Council as road reserve; or
- (d) public road located within the Community Parcel;

“Common Property” the common property of a Strata Scheme;

“Community Association” the community association constituted on registration of the Community Plan;

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

- (a) Community Property, a public reserve or a drainage reserve;

(b) land that has become subject to a Subsidiary Scheme; or

(c) severed from the Community Scheme;

“Community Manager” the manager appointed by the Community Association under By-Law 35;

“Community Parcel” the land the subject of the Community Scheme;

“Community Plan” deposited plan number DP270336;

“Community Property” lot 1 in the Community Plan and includes:

(a) the Open Space Areas;

(b) the Walkways;

(c) the Access Ways; and

(d) any CATV Equipment installed within lot 1 in the Community Plan;

“Community Scheme” the community scheme constituted on registration of the Community Plan;

“Community Titles Legislation” the Development Act, the Management Act and related legislation;

“Contractor”:

(a) MLLVC for as long as MLLVC is SOPA’s contractor to carry out Project Activities on the Community Parcel; or

(b) any other contractor appointed by SOPA to carry out Project Activities on the Community Parcel from time to time;

“Council” Auburn Council;

“Development Act” the *Community Land Development Act 1989*;

“Development Consent” consents numbered DA S38/3/97 and DA 384-12-01 issued by the Minister for Urban Affairs and Planning or an amendment to or restatement of those consents;

“Excluded Dog”:

(a) a pit bull terrier;

(b) an american pit bull terrier;

(c) a dogo argentino;

(d) a fila brasileiro;

(e) a japanese tosa;

- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth government;
- (h) any dog declared to be a restricted or dangerous dog by any Government Agency; and
- (i) any unregistered dog under the *Companion Animals Act 1998*, or where applicable, under the *Dog Act 1966*;

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

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

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

“Initial Period” has the meaning given to that term in section 3 of the Management Act;

“Law” includes:

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

“Lot” a Community Development Lot, a Neighbourhood Lot or a Strata Lot;

“Management Act” the *Community Land Management Act 1989*;

“Management Statement” this community management statement as amended from time to time in accordance with the Community Titles Legislation;

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

“MLLVC”:

- (a) LLD Precinct 2 Pty Limited ACN 076 286 872;
- (b) Mirvac Precinct 2 Pty Limited ACN 076 310 211; and
- (c) MVIC Finance 2 Pty Limited ACN 076 286 943;

“Neighbourhood Association” a neighbourhood association created on registration of a Neighbourhood Plan;

“Neighbourhood Lot”:

- (a) a lot in a Neighbourhood Plan; but
- (b) does not include neighbourhood property, a public reserve or a drainage reserve;

“Neighbourhood Management Statement” the management statement registered with a Neighbourhood Plan;

“Neighbourhood Plan” a neighbourhood plan that subdivides a Community Development Lot;

“Neighbourhood Scheme” a neighbourhood scheme constituted on registration of a Neighbourhood Plan;

“Occupier” any person in lawful occupation of a Lot;

“Open Space Areas” any or all of those parts of the Community Property set apart or to be set apart by the Community Association as the open space areas and constructed or to be constructed in accordance with By-Law 6;

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

“Owners Corporation” an owners corporation created on registration of a Strata Plan;

“Permitted Persons” a person on the Community Parcel with the express or implied consent of an Owner or Occupier of a Lot, the Community Association or a Subsidiary Body;

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

- (a) any form of excavation work, demolition work, building work and work ancillary to or associated with building work on the Community Parcel;
- (b) carrying out development in stages;
- (c) the installation of Services;
- (d) construction of the Access Ways, the Open Space Areas and the Walkways;
- (e) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
- (f) any form of work which SOPA or the Contractor as agent for SOPA considers necessary or desirable in its absolute discretion;
- (g) the consolidation of, or subdivision of, land forming part of the Community Parcel by any means, including strata subdivision; and
- (h) the exercise of any right or discretion given to SOPA or the Contractor as agent for SOPA under this Management Statement;

“Rules” the rules made under this Management Statement;

“Security Service Manager” the security service manager appointed under By-Law 36;

“Security Services” services for the prevention of any threat to the security or safety of:

- (a) an Owner or Occupier of a Lot; or
- (b) any property situated on the Community Parcel;

“Service” the provision or supply of

- (a) water, gas, electricity, artificially heated or cooled air or heating oil;
- (b) sewerage and drainage;
- (c) transmissions by telephone, radio, television, satellite or other means;
- (d) security systems (not including the Security Services); and
- (e) any other facility, supply or transmission;

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

“Service Provider” is a Government Agency or other body that provides a Service;

“Services Plan” the diagram showing the location of private Service Lines and statutory Service Lines, if any, registered with the Community Plan and forming part of this Management Statement;

“SOPA” Sydney Olympic Park Authority a body constituted under the *Sydney Olympic Park Authority Act 2001*, being the original proprietor of the land over which the Community Plan is registered;

“Strata By-Law Instrument” the by-law instrument registered with a Strata Plan;

“Strata Lot” a lot in a Strata Plan;

“Strata Plan” a strata plan that subdivides a Community Development Lot;

“Strata Scheme” a strata scheme constituted on registration of a Strata Plan;

“Subsidiary Body” a Neighbourhood Association or an Owners Corporation;

“Subsidiary Body Property” the Neighbourhood Property of a Neighbourhood Scheme or the Common Property of a Strata Scheme;

“Subsidiary Plan” a Neighbourhood Plan or Strata Plan that subdivides a Community Development Lot;

“Subsidiary Scheme” a Neighbourhood Scheme or a Strata Scheme;

“Telecommunications Provider” a Service Provider that provides telecommunications or transmission services;

“Vehicle” a motor vehicle and includes a boat, trailer, caravan or any other towable item;

“Walkways” any or all of those parts of the Community Property set apart or to be set apart by the Community Association as the walkways and constructed or to be constructed in accordance with By-Law 7; and

“Works”:

- (a) a change to any building;
- (b) a change to any landscaping visible from Community Property or any Lot; or
- (c) the construction of a new building(s)

within the Community Parcel but excludes:

- (d) Project Activities;
- (e) internal refurbishment of a Lot or to a building within a Lot;
- (f) exterior maintenance and repairs to a Lot and lawn-mowing in a Lot contemplated under By-Laws 5.2 and 5.3;
- (g) any letter boxes which comply with the provisions of By-Law 4.10; and
- (h) any advertising signs which are erected in accordance with the provisions of By-Law 4.11.

Interpretation

1.3 In this Management Statement, unless the context requires otherwise:

- (a) a reference to a word includes the singular and the plural of the word and vice versa;
- (b) a reference to a gender includes any gender;
- (c) if a word or phrase is defined, then other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
- (d) a person includes:
 - (1) a corporation, partnership, joint venture and government body;
 - (2) the legal representatives, successors and assigns of that person; and
 - (3) where the context permits, the employees, agents, contractors and invitees of that person;
- (e) headings and bold type are included for convenience only and do not affect interpretation;
- (f) a reference to a document includes a reference to that document as amended or replaced;
- (g) a reference to a thing includes a part of that thing and includes a right;

- (h) a reference to a part, By-Law, clause, party, annexure, exhibit or schedule is a reference to an item of that type in this Management Statement;
- (i) a reference to this Management Statement includes an annexure, exhibit and a schedule to it;
- (j) a reference to a party to these includes a reference to that party's successors and permitted assigns;
- (k) a reference to a Law includes all Law amending, extending, consolidating or replacing the same and any subordinate legislation made thereunder including an order, regulation or instrument;
- (l) a reference to a document is a reference to a document of any kind including an agreement in writing, a certificate, a notice or an instrument;
- (m) a covenant, representation, warranty or an agreement between more than 1 person binds them jointly and severally;
- (n) a provision of this Management Statement is not to be construed against a party solely on the ground that the party is responsible for the preparation of this Management Statement or a particular provision;
- (o) a reference to an asset includes all property of any nature including business, a right, a revenue and a benefit;
- (p) a reference to a person or body which is not a party to this Management Statement which ceases to exist or whose power or function is transferred to another person or body, is a reference to the person or body which replaces or substantially succeeds to the power or function of the first person or body; and
- (q) the words "includes" and similar expressions are not words of limitation.

1.4 In accordance with the provisions of the *Olympic Co-Ordination Authority Dissolution Act 2002*, on 1 July 2002, a reference to the Olympic Co-Ordination Authority in relation to the Community Parcel is taken to be a reference to SOPA.

1.5 The rights, powers and remedies provided by these By-Laws are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of the By-Laws.

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

Community Association Approval

1.7 A person must make an application for approval of the Community Association or the Executive Committee wherever required under this Management Statement in writing.

- 1.8 Subject to an express provision in this Management Statement, the Community Association and the Executive Committee may in their absolute discretion:
- (a) give approval conditionally or unconditionally; or
 - (b) withhold approval.
- 1.9 Subject to an express provision in this Management Statement or any provision of the Community Titles Legislation, consents by the Community Association under this Management Statement may be given by:
- (a) the Community Association at a general meeting; or
 - (b) the Executive Committee at an Executive Committee meeting.

Community Association Exercise of Rights

- 1.10 The Community Association may exercise a right, power or remedy:
- (a) at its discretion; and
 - (b) separately or concurrently with another right, power or remedy.
- 1.11 A single or partial exercise of a right, power or remedy by the Community Association does not prevent a further exercise of that or of any other right, power or remedy.
- 1.12 Notwithstanding Clause 1.10 of the Management Statement, the Community Association shall endeavour to promptly exercise any right, power or remedy. It must take all reasonable action to avoid any unnecessary delay and must proceed in accordance with equity and good conscience

PART 1 – BY-LAWS FIXING DETAILS OF DEVELOPMENT

The By-Laws in this Part 1 relate to the control and preservation of the essence or theme of the Community Scheme and as such may only be amended or revoked by a unanimous resolution of the Community Association. (See section 17(2) of the Management Act).

2 Architectural and Landscape Standards

- 2.1 During the period in which SOPA is the Owner of any Lot, SOPA may prescribe Architectural and Landscape Standards for any Community Development Lot and Subsidiary Scheme.
- 2.2 The Community Association may prescribe and amend Architectural and Landscape Standards for the Community Parcel.
- 2.3 A Subsidiary Body may prescribe Architectural and Landscape Standards for a Community Development Lot that is subdivided by a Subsidiary Plan.
- 2.4 If SOPA prescribes Architectural and Landscape Standards under this By-Law, SOPA must promptly serve on the Community Association a copy of any Architectural and Landscape Standards prescribed.
- 2.5 If a Subsidiary Body prescribes Architectural and Landscape Standards under this By-Law the Subsidiary Body must promptly serve on the Community Association a copy of any Architectural and Landscape Standards prescribed.
- 2.6 If Architectural and Landscape Standards are prescribed under this By-Law, then the parties bound by this Management Statement are bound by those Architectural and Landscape Standards.

Conflict

- 2.7 If there is a conflict between the Architectural and Landscape Standards as prescribed by SOPA and the Architectural and Landscape Standards as prescribed by:
 - (a) the Community Association, the Architectural and Landscape Standards of the Community Association prevail; and
 - (b) a Subsidiary Body, the Architectural and Landscape Standards of the Subsidiary Body prevail.
- 2.8 If there is a conflict between the Architectural and Landscape Standards as prescribed by a Subsidiary Body and the Architectural and Landscape Standards as prescribed by the Community Association, the Architectural and Landscape Standards of the Community Association prevail.

Application to amend

- 2.9 An Owner may request the Community Association to amend the Architectural and Landscape Standards applying to the Owner's Lot.
- 2.10 A Subsidiary Body may request the Community Association to amend the Architectural and Landscape Standards applying to the land the subject of that Subsidiary Scheme.

- 2.11 An application to amend the Architectural and Landscape Standards referred to in By-Laws 2.9 and 2.10 must contain sufficient detail of the proposed amendments to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed amendments.

Decision of Community Association

- 2.12 The Community Association must refer an application to amend the Architectural and Landscape Standards to a General Meeting for decision by that General Meeting.
- 2.13 The Community Association may, in order to determine an application to amend the Architectural and Landscape Standards, request the applicant to provide additional information, reports or documents.
- 2.14 By unanimous resolution, the Community Association may amend the Architectural and Landscape Standards.

Copy of Standards to be provided

- 2.15 If the Community Association amends the Architectural and Landscape Standards, then the Community Association must, within a reasonable time, deliver a copy of the amendments to:
- (a) each Subsidiary Body; and
 - (b) each Owner of a Community Development Lot.
- 2.16 If requested by an Owner or a Subsidiary Body, the Community Association must provide, at the reasonable cost of that Owner or Subsidiary Body, a current copy of the Architectural and Landscape Standards.
- 2.17 If requested by an Owner of a Lot within a Subsidiary Scheme, the Subsidiary Body of that Subsidiary Scheme must provide, at the reasonable cost of that Owner, a current copy of the Architectural and Landscape Standards prescribed by that Subsidiary Body, if any.

Appointment of Contractor

- 2.18 SOPA appoints the Contractor as agent for SOPA to exercise any rights of SOPA under this By-Law 2.

3 Building Works and Alterations

Approvals

- 3.1 An Owner or Occupier must not carry out or permit to be carried out any Works on any Lot, Community Property or Subsidiary Body Property unless that Owner or Occupier first obtains the written consent of:
- (a) the Executive Committee;
 - (b) if the Works affect Subsidiary Body Property, any Neighbourhood Lot or any Strata Lot, the relevant Subsidiary Body; and

- (c) Council or any other Government Agency, person or body, if required under any Law.

Plans, Specifications and Further Information

- 3.2 Any party seeking approval for the carrying out of any Works in accordance with By-Law 3.1 must submit plans and specifications for the approval of the Executive Committee.
- 3.3 To assist the Executive Committee with its decision on any plans and specifications, the Executive Committee may request a person to submit:
 - (a) additional plans and specifications;
 - (b) additional information, reports or documents;
 - (c) details of changes to be made to the plans and specifications if a Government Agency requires those changes; and
 - (d) any other relevant information, facts or material.
- 3.4 In making a decision on whether to consent to an application to carry out Works, the Executive Committee is only concerned to, and must ensure that, the proposed Works:
 - (a) are in keeping with the building on or the landscaped areas of the Lot, Community Property or Subsidiary Body Property; and
 - (b) comply with the Architectural and Landscape Standards.
- 3.5 The Executive Committee may (at the cost of the party seeking approval) retain the services of an independent consultant with special skills and expertise in:
 - (a) architecture;
 - (b) landscaping; or
 - (c) any other relevant discipline

to advise and assist the Executive Committee in making a decision on whether to consent to an application to carry out Works.

Decision of Executive Committee

- 3.6 The Executive Committee must notify the party seeking approval in writing whether the Executive Committee has approved or refused the application to carry out Works.
- 3.7.1 The Executive Committee shall use its best endeavours to approve or refuse the application within 3 months after the later of:
 - (a) the date it receives the plans and specifications in accordance with By-law 3.2; and
 - (b) the date the Executive Committee receives further any information requested by it under By-law 3.3.
- 3.7.2 If the Executive Committee requests the party seeking approval to provide further information then it must do as swiftly as possible.

Conditions of Approval and Bond

3.8 The Executive Committee may:

- (a) impose conditions on approval of plans and specifications in respect of any Works; and
- (b) require a party seeking approval to deposit a bond to be held on account of any damage that may be caused to Community Property or Subsidiary Body Property as a result of any Works.

3.9 The Community Association must return any bond lodged under By-Law 3.8 to the party seeking approval within 90 days after the party seeking approval notifies the Community Association of completion of the Works and requests the return of the bond after deductions (if any) for damage to Community Property or Subsidiary Body Property.

Executive Committee Not Bound

3.10 If the Executive Committee approves Works, then that approval does not prevent the Executive Committee from disapproving or approving with conditions future Works of the same or similar nature.

Expert Determination

3.11 Subject to By-Law 3.12, in the event a party seeking approval disputes that the Executive Committee has properly applied the Architectural and Landscape Standards in making a determination under this By-Law 3, then upon application by the party seeking approval or by the Executive Committee the matter may be referred to an expert determinator as appointed by the president for the time being of the Australian Institute of Architects.

3.12 The party seeking approval and the Executive Committee must endeavour in good faith to resolve the dispute before either party makes an application to refer the matter to an expert determinator.

3.13 The costs of the expert determinator are payable in the proportions (if any) and manner determined by the expert determinator.

3.14 A decision of the expert determinator appointed under By-Law 3.11 is final and conclusive and binds all parties.

Carrying Out Works

3.15 During the carrying out of any Works, a party must:

- (a) ensure there is no damage to Service Lines or Services within the Community Scheme;
- (b) ensure that the Works are carried out in a proper and workmanlike manner;
- (c) ensure the Works are carried out to the satisfaction of the appropriate Subsidiary Body, the Community Association and, if appropriate, any Government Agency;
- (d) repair any damage caused to Community Property or Subsidiary Body Property (or both) as a result of the Works; and

- (e) carry out the Works promptly.

Trees

- 3.16 An Owner or Occupier must not cut, trim, prune, alter or otherwise damage any trees or landscaping installed or located in Lots 2, 3 or 4 in the Community Plan unless that Owner or Occupier obtains the prior written consent of the Contractor, as agent for SOPA.
- 3.17 By-Law 3.16 operates until SOPA no longer owns Lots 2, 3 and 4 in the Community Plan.

Contractor's Rights

- 3.18 Nothing in this By-Law 3:
 - (a) affects the rights of SOPA or the Contractor as agent for SOPA under By-Law 9 to carry out Project Activities; or
 - (b) imposes an obligation on SOPA or the Contractor as agent for SOPA to obtain consent under this By-Law 3 for the purposes of carrying out Project Activities.

4 External Fixtures

Appearance

- 4.1
 - (a) Subject to the provisions contained in By-Law 4, an Owner or Occupier or a Subsidiary Body may only construct, install or maintain on or in a Lot, Community Property or Subsidiary Body Property anything which can be seen from outside that Lot, Community Property or Subsidiary Body Property if that Owner or Occupier first obtains the approval of the Executive Committee.
 - (b) If By-Law 3 also applies, then the consent of the Executive Committee must be sought under By-Law 3 and no approval is required under this By-Law 4.1.
 - (c) Despite any other provision consent of the Executive Committee is not required for fly screens.
- 4.2 The Executive Committee can withhold its consent to any approval sought under By-law 4.1 if, in the reasonable opinion of the Executive Committee, any element of construction, object, article or item which can be seen from outside that Lot, Community Property or Subsidiary Body Property:
 - (a) is not in keeping with the building on or the landscaped areas of the Lot, Community Property or Subsidiary Body Property; or
 - (b) does not comply with the Architectural and Landscape Standards.

Transmitting and Receiving Devices

- 4.3 Subject to clause 4.4, an Owner or Occupier of a Lot or a Subsidiary Body must not construct, install or maintain on or in a Lot, Community Property or Subsidiary Body Property any television, radio or other aerial antenna, dish or tower or any other transmitting or receiving device unless the Owner, Occupier or the Subsidiary Body obtains the prior approval of the Executive Committee under By-Law 4.1.

4.4 REPEALED

Air conditioning

- 4.5 An Owner or Occupier of a Lot, the Community Association or a Subsidiary Body must not install or maintain on or in a Lot, Community Property or Subsidiary Body Property any air conditioning unit:
- (a) which emits noise which is 5 DBA above the ambient background noise;
 - (b) unless the approval of the Executive Committee has been obtained under By-Law 3; and
 - (c) in the case of a Strata Lot unless:
 - (1) the installation parameters forming part of the Architectural and Landscape Standards have been complied with; and
 - (2) a certification has been provided to the Executive Committee by an electrical consultant certifying that the switchboard for the Lot has capacity to cater for the additional load resulting from that air conditioning unit.

Security Closed Circuit Television (CCTV) and Security Alarm Devices

- 4.6 An Owner or Occupier of a Lot, the Community Association or a Subsidiary Body:
- (a) may install or maintain on or in a Lot, Community Property or Subsidiary Body Property, a Security Closed Circuit Television (“**CCTV**”) system for the sole purpose of personal or personal property security if it complies with the following conditions:
 - i. the system installation is to be compliant with the Australian Standards for CCTV, and any law relating to surveillance or privacy;
 - ii. security cameras visible from outside a Lot, Community Property, or Subsidiary Body Property are to be limited in number to the absolute minimum required to give effect to the purpose of its installation, are to be of small design and unobtrusive to the external appearance of any building;
 - iii. associated cabling is to be hidden and not to be visible from outside a Lot, Community Property, or Subsidiary Body Property;
 - iv. security cameras are to be installed to only monitor the Owner’s or Occupier’s own property or person. The monitoring of another person or the property of another person is prohibited;
 - v. security cameras can only be angled overlooking the street, immediately in front of the Owner or Occupiers Lot only if the Owner or Occupier normally parks a private motor vehicle in that position. In these circumstances a small sign is to be affixed to the Lot letterbox informing people they are being monitored by CCTV. Community Property and Subsidiary property are to have suitable signage in prominent positions;

- vi. security cameras are not to be angled in such a way that includes coverage of a neighbours' yard driveway, or property;
- vii. the Community Association is to approve the installation of any CCTV system, including security cameras, prior to installation;
- (b) must not install or maintain on or in a Lot, Community Property or Subsidiary Body property any alarm device which can be seen or heard from anywhere outside that Lot, Community Property, or Subsidiary Body Property;
- (c) must remove a CCTV system if any part of this by-law is breached, and must, upon removal, restore the property to its previous state.

Alarm System

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

Solar equipment

- 4.8 Without limiting this By-Law, a person must obtain the written consent of the Executive Committee before that person places on a Lot, Community Property or Subsidiary Body Property any solar energy collector panels and equipment associated with them, any energy conservation equipment or a solar hot water system and equipment associated with it.
- 4.9 By-Law 4.8 does not apply to any solar energy collector panels and equipment, energy conservation equipment or solar hot water system equipment which was installed by SOPA or the Contractor.

Letterboxes

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

Signs

- 4.11 An owner or occupier of a Lot or any Subsidiary Body must not erect any advertising signs (including "for sale" or "for lease" signs) placards, banners or notices on any Lot unless that Owner, Occupier or Subsidiary Body obtains:
- (a) the approval of the Executive Committee under By-law 4.1; and
 - (b) the sign complies with By-law 4.12

4.12 For the purpose of By-Law 4.11:

- (a) any sign, placard, banner or notice erected on any lot must not exceed 700mm in height and 1,000mm in width; and
- (b) the top of any sign placard, banner or notice erected on any lot must not be more than 2,000mm above ground level.

4.13 An approval under By-Law 3 is not required in relation to any works associated with the installation of advertising signs which comply with By-Laws 4.12(a) and 4.12(b) above.

4.14 An Owner or an Occupier of:

- (a) a Lot (which is not a Strata Lot) must not erect a sign, banner, placard, notice or advertisement on Community Property; or
- (b) a Strata Lot must not erect any sign, banner, placard, notice or advertisement on a Strata Lot, Subsidiary Body Property or Community Property.

4.15 REPEALED

4.16 The Community Association may enter upon and remove any advertising signs or other signs, placards, barriers or notices from Community Property, Subsidiary Body Property or any Lot which have been erected otherwise than in accordance with this Management Statement and otherwise exercise its rights under By-Laws 32.5 and 32.6.

Sporting Equipment

4.17 An Owner or Occupier of a Lot or any Subsidiary Body must not affix, install or maintain basketball hoops or any other sporting equipment to or on any building constructed on that Lot or Subsidiary Body Property (as the context requires) unless that Owner, Occupier or Subsidiary Body obtains the approval of the Executive Committee under By-Law 4.1.

4.18 For the purpose of By-Law 4.17, the Executive Committee must not grant its approval unless the Owner, Occupier or Subsidiary Body provides the Executive Committee with written certification from an independent certified engineer certifying that the basketball hoops or other sporting equipment may be safely affixed, installed, used and maintained to or on the relevant building constructed on the Lot or Subsidiary Body Property (as the context requires).

Contractor's Rights

4.19 Nothing in this By-Law 4:

- (a) affects the rights of SOPA or the Contractor as agent for SOPA under By-Law 9 to carry out Project Activities; or
- (b) imposes an obligation on SOPA or the Contractor as agent for SOPA to obtain consent under this By-Law 4 for the purposes of carrying out Project Activities; or
- (c) prevents SOPA or the Contractor as agent for SOPA from placing any signs, banners, placards, notices or advertisements on any part of the Community Parcel while carrying out Project Activities.

5 Maintenance

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

Exterior Maintenance

- 5.2 Without limiting By-Law 5.1, an Owner or Occupier (or, in the case of a Lot being a Lot in a Subsidiary Scheme, the Subsidiary Body of that Subsidiary Scheme) must promptly carry out all maintenance and repairs to the exterior of any building or buildings on the relevant Lot including any garden or landscaped area of a Lot:
- (a) in a proper and workmanlike manner;
 - (b) to the reasonable satisfaction of the Community Association; and
 - (c) in compliance with the Architectural and Landscape Standards.

Lawn mowing

- 5.3 An Owner or Occupier of a Lot (or, in the case of a Lot being a Lot in a Subsidiary Scheme, the Subsidiary Body of that Subsidiary Scheme) must have the lawn in that Lot or Subsidiary Body Property mown at least once every 2 weeks in spring and summer and at least once every 4 weeks in autumn and winter.

Community Association to Give Notice

- 5.4 The Community Association may give a notice to an Owner or Occupier of a Lot a Subsidiary Body requiring that Owner or Occupier or Subsidiary Body to comply with the terms of this By-Law.
- 5.5 If an Owner or Occupier of a Lot or the Subsidiary Body does not comply with this By-Law 5, then the Community Association may exercise its rights under By-Laws 32.5 and 32.6.

Subsidiary Body Property

- 5.6 Each Subsidiary Body must regularly maintain its respective Subsidiary Body Property:
- (a) in a proper and workmanlike manner;
 - (b) to the reasonable satisfaction of the Community Association; and
 - (c) in compliance with the Architectural and Landscape Standards.

PART 2 – RESTRICTED COMMUNITY PROPERTY

Amendment to By-Laws

The By-Laws in this Part 2 may not be amended during the Initial Period and may only be amended after the expiry of the Initial Period, by:

- (1) *special resolution; and*
- (2) *with the written consent of each person entitled by the By-Law to use the restricted Community Property.*

(See Section 54 of the Management Act)

These By-Laws may not be amended during the initial period, except by order of the Supreme Court or the Board, and may only be amended after the expiry of that initial period by special resolution and with written consent of each person entitled by the By-Law to use the restricted Community Property in accordance with section 54 of the Community and Management Act 1989.

6-9 REPEALED

10 CATV Aerial

- 10.1 If any Community Development Lot is subdivided by a Strata Plan, the Owner of that Community Development Lot must arrange for the Owners Corporation created on registration of that Strata Plan to grant restricted use rights over its Common Property to the Community Association for the purpose of:
 - (a) allowing the Community Association to install any CATV Equipment in or on Common Property for the purpose of providing CATV to any Lots in the Community Scheme; and
 - (b) keeping, controlling, maintaining, repairing, replacing, renewing, and upgrading the CATV Equipment installed or to be installed in or on any Common Property within that Strata Scheme.
- 10.2 The Community Association accepts the grants of restricted use in respect of any Common Property contemplated in By-Law 10.1.
- 10.3 The Community Association may enter into agreements with third parties regarding the control, management, maintenance, repair, replacement, renewal and upgrade of the CATV Equipment installed or to be installed in or on any Common Property as contemplated by By-Law 10.1.
- 10.4 For the purposes of section 54(7) of the Management Act, the By-Law for the Owners Corporation contemplated under By-Law 10.1 must specify:
 - (a) that the Owners Corporation grants to the Community Association restricted use of that part of the Common Property to be used for the installation, keeping, controlling, maintaining, repairing, replacing, renewing and upgrading of the CATV Equipment;

- (b) an adequate description of that part of the Common Property within that Strata Scheme in or on which CATV Equipment is or is to be installed;
- (c) an adequate description of the CATV Equipment installed or to be installed in or on any Common Property within the Strata Scheme;
- (d) the Community Association (including any person authorised by the Community Association) is the only person entitled to provide CATV from the Common Property and install, use and maintain, repair, replace, renew and upgrade the CATV Equipment installed or to be installed in or on the Common Property within that Strata Scheme;
- (e) the Community Association, its agents and contractors may bring any Vehicles or equipment on to the land the subject of the Strata Scheme for the purpose of maintaining repairing, replacing, renewing and upgrading any CATV Equipment installed or to be installed in or on the Common Property within that Strata Scheme;
- (f) the Community Association may access the CATV Equipment installed or to be installed in or on the Common Property within that Strata Scheme from any part of the Common Property and, if necessary, from any Lot within the Strata Scheme;
- (g) the Community Association may use the CATV Equipment installed or to be installed in or on the Common Property within that Strata Scheme at all times;
- (h) the Community Association is responsible for the maintenance, repair, replacement, renewal and upgrade of the CATV Equipment installed or to be installed in or on the Common Property within that Strata Scheme; and
- (i) no levies are payable by the Community Association to the Strata Body for the restricted use rights.

PART 3 – MANDATORY MATTERS

Amendment to By-Laws

The By-Laws in this Part 3 may only be amended or revoked by a special resolution of the Community Association (See section 14(3)(c) of the Management Act)

11 Community Property

- 11.1 As and when each grant of restricted use rights under By-Laws 6, 7, 8 and 9 ceases, the rights to use, and obligations for control, management and operation of that part of the Community Property under this By-Law begin.
- 11.2 The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Property.
- 11.3 An Owner or Occupier must obtain the written approval of the Community Association before that Owner or Occupier does any of the following to Community Property:
- (a) leaves anything on Community Property;
 - (b) obstructs the use of Community Property;
 - (c) uses any part of Community Property for the Owner's or Occupier's own purposes;
 - (d) erects on Community Property any structure;
 - (e) attaches to Community Property any item;
 - (f) does or permits anything which might damage Community Property; or
 - (g) alters Community Property.
- 11.4 An Owner or Occupier must:
- (a) give notice to the Community Association of any damage to or defect in the Community Property immediately after an Owner or Occupier becomes aware of such damage or defect;
 - (b) use anything on the Community Parcel only for purpose for which it was constructed or provided;
 - (c) only use or enjoy the Community Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Community Property by another Owner or Occupier or a Permitted Person; and
 - (d) comply with all directions of the Community Property in respect of the Community Property.
- 11.5 This By-Law 11 is subject to the rights of SOPA and the Contractor under By-Laws 6, 7, 8 and 9.

12 The Open Space Areas

- 12.1 The Open Space Areas are available for use by Owners, Occupiers and Permitted Persons.
- 12.2 Permitted Persons may only use the Open Space Areas if accompanied by an Owner or Occupier.
- 12.3 The Community Association is responsible for the control, management and operation, maintenance and repair of the Open Space Areas.
- 12.4 REPEALED

13 The Walkways

- 13.1 The Walkways are available for use by Owners, Occupiers and Permitted Persons.
- 13.2 Permitted Persons may only use the Walkways if accompanied by an Owner or Occupier.
- 13.3 The Community Association is responsible for the control, management and operation, maintenance and repair of the Walkways.
- 13.4 REPEALED

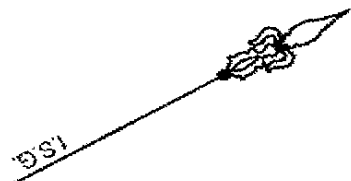
14 Access Ways

- 14.1 Part of the Community Property includes Access Ways as shown on the attached Access Way Plan "Annexure C".
- 14.2 The Community Association is responsible for the control, management and operation and maintenance and repair of the Access Ways.
- 14.3 An Owner, Occupier or Permitted Persons must:
 - (a) comply with all directions of the Community Association in relation to the Access Ways; and
 - (b) not do or omit to do any act that results in damage or destruction to any part of the Access Ways.
- 14.4 An Access Way Plan over part of the Community Property is not permitted to be registered until Development Lot 4 has been dedicated to Council as a public road.
- 14.5 If Lot 4 in the Community Plan is dedicated to Council as a public road then:
 - (a) the Community Association may procure the preparation and registration of an additional Access Way Plan over that part of the Community Property;
 - (b) all members of the Community Association and any Subsidiary Bodies must consent to the execution and registration of the additional Access Way Plan; and

- (c) the Community Association must make available all necessary documents, including the certificate of title for the Community Property to enable registration of the additional Access Way

MANAGEMENT STATEMENT (ANNEXURE)
SHEET 1 OF 3 SHEETS

No	Chord		Arc	Radius
	Bearing	Distance		
75	34.4°56'4.0"	9.685	10.07	10.44
76	34.4°56'20"	1.855	1.93	2.00
77	109°10'20"	1.885	1.965	2.00
78	174°01'20"	5.51	6.47	3.35
81	350°16'20"	5.875	6.57	4.055
82	109°11'4.0"	9.85	10.255	10.44
84	80°15'4.0"	4.73	5.10	3.835
94	75°00"	4.95	5.50	3.50
99	165°00"	4.95	5.50	3.50
114	34.6°17'4.0"	3.455	3.815	2.50
118	123°03'20"	15.06	15.06	928.63
120	256°45'4.0"	3.64	4.08	2.50



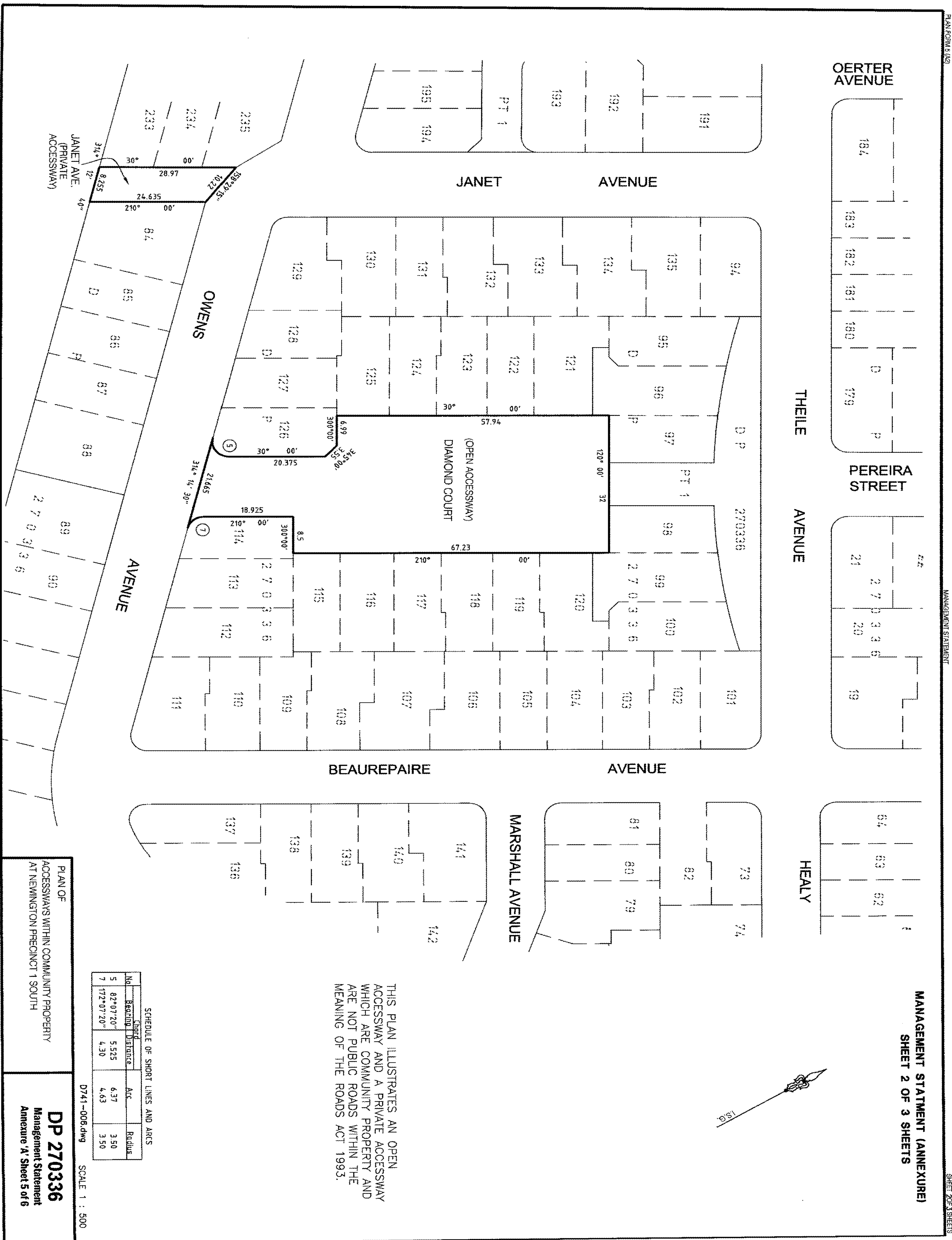
THIS PLAN ILLUSTRATES OPEN
ACCESSWAYS WHICH ARE COMMUNITY
PROPERTY AND ARE NOT PUBLIC
ROADS WITHIN THE MEANING OF THE
ROADS ACT 1993.

SCALE 1 : 500
ref : D741-005.dwg

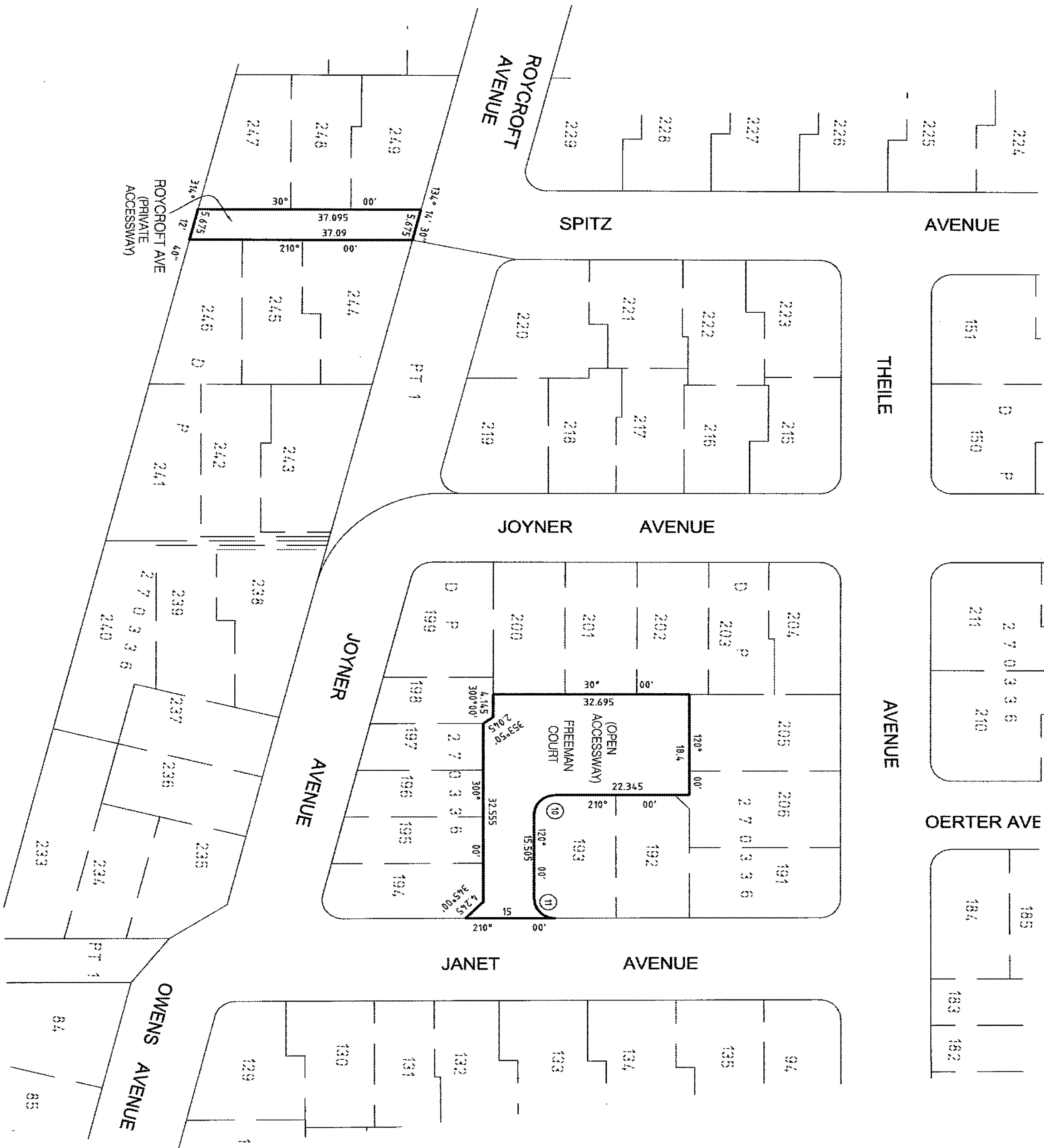
PLAN OF
ACCESSWAYS WITHIN COMMUNITY PROPERTY
AT NEWINGTON PRECINCT 1 SOUTH

DP 270336
Management Statement
Annexure 'A' Sheet 4 of 6

MANAGEMENT STATEMENT (ANNEXURE)
SHEET 2 OF 3 SHEETS



MANAGEMENT STATEMENT (ANNEXURE)
SHEET 3 OF 3 SHEETS



THIS PLAN ILLUSTRATES AN OPEN ACCESSWAY
AND A PRIVATE ACCESSWAY WHICH ARE
COMMUNITY PROPERTY AND ARE NOT PUBLIC
ROADS WITHIN THE MEANING OF THE ROADS ACT
1993.

SCHEDULE OF SHORT LINES AND ARCS

No.	Length	Distance	Area	Radius
10	165°00'	4.95	5.50	3.50
11	75°00'	4.95	5.50	3.50

D741-007.dwg

SCALE 1 : 500

PLAN OF
ACCESSWAYS WITHIN COMMUNITY PROPERTY
AT NEWINGTON PRECINCT 1 SOUTH

DP 270336
Management Statement
Annexure 'A' Sheet 6 of 6

15 Fencing

Restrictions on Construction

- 15.1 An Owner or Occupier of a Lot (or in the case of a Lot in a Subsidiary Scheme, the Subsidiary Body) is not permitted to:
- (a) erect a fence on the front street alignment or between the front street boundary and the building line as prescribed by a Government Agency;
 - (b) replace any fence on a Lot or Subsidiary Body Property unless:
 - (1) the materials are of the same standard and quality as the fence constructed at the time of registration of the Community Plan or in the case of Subsidiary Body Property, the Subsidiary Plan; and
 - (2) the replacement fence is constructed in the same location as the original fence constructed at the time of registration of the Community Plan or in the case of Subsidiary Body Property, the Subsidiary Plan; or
 - (c) construct any new fence on a Lot or Subsidiary Body Property without the approval of the Executive Committee.

External & Internal

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

Architectural and Landscape Standards

- 15.3 A fence erected within the Community Scheme must comply with the Architectural and Landscape Standards.

Community Property and Subsidiary Body Property Fencing

- 15.4 The Community Association is responsible for the repair, maintenance and replacement of fencing of Community Property.
- 15.5 A Subsidiary Body is responsible for the maintenance and replacement of common fences between Community Property and Subsidiary Body Property.
- 15.6 If an Owner, Occupier or a Person Permitted on the Community Parcel with the consent of that Owner or Occupier damages the fencing of any Community Property, then that Owner or Occupier must pay on demand the costs incurred by the Community Association or Subsidiary Body (as the case may be) to repair or replace the fencing to the Community Association or Subsidiary Body (as the case may be).

16 Garbage

- 16.1 Each Owner and Occupier must secure and store that person's container for garbage and recyclable materials so that it:
- (a) is not visible from outside the Lot, including from the street;

- (b) does not emit odours
 - (c) An Owner or Occupier may erect screens for the purpose of adequately screening any garbage holding area. Without limiting the generality of this clause, it shall apply to a Lot which does not have side access to a rear garden. Any screening must comply with the provisions of clause 3.3.6 of the Architectural and Landscape Standards under the heading "Fencing/Screening"; and
 - (d) Any Owner or Occupier wishing to erect screening in compliance with this by-law must submit an application in writing to the Executive Committee for approval to effect such erection.
- 16.2 Each Owner and Occupier may place that person's container, on the Council nominated collection days in locations nominated by the Council, the Community Association or a Subsidiary Body.
- 16.3 A person must ensure that a container is placed in the nominated locations for the minimum time that will permit collection.
- 16.4 An Owner or Occupier of a Lot must comply with any rules or by-laws about garbage collection and the recycling of garbage made by:
 - (a) a Government Agency;
 - (b) the Community Association; or
 - (c) a Subsidiary Body.

17 Services

Provision of Services

- 17.1 The following services will be provided as may be shown on the Services Plan:
 - (a) CATV;
 - (b) private electricity;
 - (c) private telecommunications and transmission lines;
 - (d) private stormwater; and
 - (e) any other domestic service.

Statutory Easements

- 17.2 On installation of a Service Line, a statutory easement will be created over those parts of the Community Parcel designated on the Services Plan for the provision of a Service through Service Lines.
- 17.3 A Service Provider must maintain and repair any Services under any statutory right of that Service Provider.

Maintenance of Services

- 17.4 The Community Association must maintain and repair the Services set out in By- Law 17.1 other than those services for which a Service Provider is responsible under By-Law 17.3.

Position of Service Lines

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

18 Insurance

- 18.1 The Community Association must take out any insurance required under the Management Act including policies:
- (a) to cover any building or structure on the Community Property against damage or destruction by fire, lightning, explosion or other prescribed risk;
 - (b) under the *Workers Compensation Act 1987*;
 - (c) to cover damage to the Community Property and for death and bodily injury for which the Community Association may become liable in damages;
 - (d) against damages for which the Community Association may become liable because of work done by a voluntary worker;
 - (e) to cover accidental injury to, or accidental death of, a voluntary worker; and
 - (f) against the possibility of the members of the Community Association becoming jointly liable under a claim arising out of any other event against which the Community Association decides by special resolution to insure.
- 18.2 The Community Association must review, on an annual basis:
- (a) all of its insurance; and
 - (b) the need for new or additional insurances.
- 18.3 A notice of an Annual General Meeting must include a form of motion to decide whether the insurances of the Community Association should be confirmed, varied or extended.

- 18.4 If there is an increase in risk or a new risk to the Community Property, then the Community Association must immediately:
- (a) effect new insurances; or
 - (b) vary or extend existing insurances.
- 18.5 An Owner or Occupier must obtain the written approval of the Community Association before that Owner or Occupier does anything that might:
- (a) void or prejudice the Community Association's insurance; or
 - (b) increase any insurance premium which the Community Association pays.

19 Executive Committee

Constitution

- 19.1 The Community Association must establish the Executive Committee under the Management Act.
- 19.2 The officers of the Executive Committee are the secretary, treasurer and chairperson.

Functions of the Secretary

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

Functions of the Treasurer

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

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

Function of the Chairperson

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

Sub-Committees

19.6 The Executive Committee may appoint one or more sub-committees comprising one or more of its members to:

- (a) conduct investigations;
- (b) perform duties and functions on behalf of the Executive Committee; and
- (c) report the findings of the sub-committee to the Executive Committee.

No Remuneration

19.7 A member of the Executive Committee is:

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

Protection of Executive Committee members from liability

19.8 A member of the Executive Committee is not liable for any loss or damage occurring by reason of an act done in that member's capacity as a member of the Executive Committee.

19.9 By-Law 19.8 does not apply if a member is fraudulent or negligent.

20 Meetings

- 20.1 Subject to the provisions of the Management Act, the Executive Committee may:
- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as the Executive Committee thinks fit;
 - (b) make decisions on the day to day administration of the Community Association;
 - (c) subject to this Management Statement, regularly call a meeting of the Executive Committee; and
 - (d) make decisions in relation to applications for consent under this Management Statement.

Right of Owner to Attend Meetings

- 20.2 An Owner of a Lot or, where the Owner is a corporation, the company nominee of the corporation, may attend a meeting of the Executive Committee.
- 20.3 That person may address the meeting only if the Executive Committee passes a resolution authorising the person to do so.

Meeting at Request of Members

- 20.4 At the request of not less than one third of the members of the Executive Committee, the secretary must convene a meeting.
- 20.5 Subject to By-Law 20.6, the secretary must convene the meeting within the period of time specified in the request.
- 20.6 The members must give the secretary more than 7 days to convene the meeting.
- 20.7 If no time is specified in the request, then the secretary must convene the meeting within 14 days of receiving the request.
- 20.8 If the secretary is absent, a member of the Executive Committee must convene the meeting in accordance with By-Laws 20.4 and 20.7 (inclusive).

Out of Meeting Determinations

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

Notices and Minutes of Meetings

- 20.10 Before each Executive Committee Meeting, the Executive Committee must prepare an agenda for the meeting. The agenda must list the business that the Executive Committee will deal with at that Executive Committee Meeting.
- 20.11 At least 72 hours before a meeting of the Executive Committee, the Executive Committee must:
- (a) notify members of the Community Association of the meeting including details of the meeting; and
 - (b) provide each member of the Community Association with a copy of the agenda for the meeting.
- 20.12 If the Community Association has placed a notice board on Community Property, then the Executive Committee will have complied with By-Law 20.11 if the Executive Committee ensures that the agenda and notice of that meeting are placed on the notice board at least 72 hours before the meeting.
- 20.13 The secretary must ensure that:
- (a) minutes of the Executive Committee are sent to each member of the Community Association within 7 days of the meeting; and
 - (b) that the following are properly kept:
 - (1) agendas and minutes of meetings of the Executive Committee;
 - (2) records of decisions of the Executive Committee; and
 - (3) records of notices.
- 20.14 If the secretary is absent, then the chairperson must ensure that the Executive Committee complies with By-Law 20.13.
- 20.15 A document or notice required by By-Law 20.11 and minutes required by By-Law 20.13 may be served by the Community Association, its secretary or Executive Committee on the Owner of a Lot or Subsidiary Body by electronic means if the Owner of a Lot or representative of a Subsidiary Body has given the Community Association an email address for the service of notices and the document is sent to that email address. A notice or document served on an Owner or Subsidiary Body by email in accordance with this by-law is deemed to have been served when transmitted by the sender provided that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

21 Amounts Payable

- 21.1 An Owner of a Lot must pay:
- (a) contributions levied under this Management Statement and the Community Titles Legislation when they fall due; and

- (b) on demand, any costs, charges and expenses of the Community Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under the By-Laws in relation to the Owner or Occupier.
- 21.2 If a contribution or amount payable under this Management Statement or the Community Titles Legislation is not paid when due, then interest is payable under section 20A(1) of the Management Act.
- 21.3 Nothing in this By-Law prevents the Community Association from recovering any amount exceeding interest calculated under By-Law 21.2 as a consequence of any amount not being paid when due.
- 21.4 A certificate signed by the Community Association, its Managing Agent (if any) or the secretary of the Executive Committee about a matter or a sum payable to the Community Association is prima facie evidence:
 - (a) of the amount; or
 - (b) of any other fact stated in that certificate.

22 Home Industries/Occupation

- 22.1 An Owner or Occupier must obtain the written approval of the Community Association and all other approvals required from a Government Agency (including the approval of Council) before that Owner or Occupier conducts or operates any business or trading activities within the Community Parcel.
- 22.2 The Community Association may prescribe Rules associated with the operating of a business or any trading activity within the Community Parcel.

PART 4 – OPTIONAL MATTERS

Amendment to By-Laws

The By-laws in this Part 4 may only be amended or revoked by a special resolution of the Community Association (See section 14(3)(c) of the Management Act)

23 Behaviour of Owners, Occupiers and Permitted Persons

Noise

- 23.1 An Owner or Occupier must not create any noise on a Lot, Community Property or Subsidiary Body Property which might interfere with the peaceful enjoyment of another Owner or Occupier of another Lot or Permitted Person.
- 23.2 An Owner or Occupier must not:
- (a) obstruct lawful use of Community Property or Subsidiary Body Property by any person;
 - (b) use language or behave in a manner likely to cause offence or embarrassment to any Owner, Occupier or Permitted Person.

Children

- 23.3 An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier:
- (a) plays only on that part of the Community Property or Subsidiary Body Property which, in the opinion of a reasonable person, is not dangerous or hazardous to children;
 - (b) does not play on Subsidiary Body Property inside a Strata Scheme; and
 - (c) only remains in or on Community Property or Subsidiary Body Property comprising any area of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

Permitted Persons

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

24 Subsidiary Body Property

- 24.1 An Owner or Occupier may only do the following to Subsidiary Body Property if that Owner or Occupier first obtains the written approval of the Subsidiary Body:
- (a) leave anything on Subsidiary Body Property;
 - (b) obstruct the use of Subsidiary Body Property;
 - (c) use any part of Subsidiary Body Property for the Owner's or Occupier's own purpose;

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

24.2 An Owner or Occupier must:

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

25 Washing

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

- (a) on any balcony of a Lot;
- (b) in any part of a Lot visible from any Community Property, the Subsidiary Body Property, road, footpath, parks and the like within the Community Scheme; or
- (c) subject to By-Law 25.2, on any part of Community Property or Subsidiary Body Property.

25.2 An Owner or Occupier of a Subsidiary Lot may hang washing on a part of the Subsidiary Body Property which the Subsidiary Body designates.

26 Storage of Flammable Liquids

26.1 Subject to By-Law 26.2, an Owner or Occupier may only use or store flammable chemicals, liquids, gases or other material on that Owner's or Occupier's Lot or any other part of the Community Parcel if that Owner or Occupier first obtains the written approval of the Community Association.

26.2 By-Law 26.1 does not apply to chemicals, liquids, gases or other material used or intended to be used:

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

27 Keeping of Animals

Community Development Lots & Neighbourhood Lots

- 27.1 Owners or Occupiers of a Community Development Lot or a Neighbourhood Lot may keep:
- (a) one dog (but not an Excluded Dog); or
 - (b) one cat
- on a Lot without the written approval of the Community Association.
- 27.2 An Owner or Occupier of a Community Development Lot or a Neighbourhood Lot must not keep:
- (a) any type of animal other than those animals referred to in By-Law 27.1; or
 - (b) more than one dog (but not any Excluded Dog) or one cat at the same time on a Lot without the written approval of the Community Association.

Strata Lots

- 27.3 An Owner or Occupier of a Strata Lot must obtain the written approval of the Community Association before that Owner or Occupier keeps any animal or brings any animal onto any Strata Lot, the Community Property or the Subsidiary Body Property.

Small Animals

- 27.4 Despite these By-Laws, an Owner or Occupier is permitted to keep, without the approval of the Community Association:
- (a) a small caged bird; and
 - (b) tank fish.

Rules

- 27.5 If an Owner or Occupier is permitted under these By-Laws to keep an animal, then the Owner or Occupier:
- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;
 - (b) must ensure that, when on any other part of the Community Parcel, the animal is accompanied by the Owner or Occupier;
 - (c) must, when on any other part of the Community Parcel, keep the animal appropriately tethered and under control;
 - (d) is liable to the Owners and Occupiers of other Lots and each other person lawfully on the Community Parcel for:
 - (1) any noise which is disturbing to an extent which is unreasonable;

- (2) for damage to or loss of property or injury to any person caused by the animal;
and
- (3) is responsible for cleaning up after the animal if the animal has used any part of the Community Parcel.

27.6 This By-Law 27:

- (a) applies to any Permitted Person or visitor to the Community Parcel; and
- (b) does not prevent the keeping of a dog used as a guide or hearing dog.

28 Parking

Restrictions

- 28.1 Subject to By-Law 28.2, an Owner or Occupier must not park a Vehicle on the Community Parcel.
- 28.2 An Owner or Occupier may park a Vehicle;
 - (a) in a garage or driveway on that Owner's or Occupier's Lot;
 - (b) in an area on the Community Parcel designated by the Community Association as being an area where a Vehicle may be parked; or
 - (c) if the Owner's or Occupier's Lot is a lot within a Subsidiary Scheme, in an area on the Subsidiary Body Property of that Subsidiary Scheme designated by the Subsidiary Body as being an area where a Vehicle may be parked.
- 28.3 An Owner or Occupier must not otherwise park a Vehicle on the verge of a Lot, being the area between the boundary of a Lot and the kerb of any adjacent road, access way, walkway or thoroughfare.
- 28.4 Subject to By-Law 28.2, an Owner or Occupier must not park a boat, trailer, caravan or any other towable item on any part of that Owner's or Occupier's Lot which is:
 - (a) visible from any part of the Community Property; or
 - (b) behind the building alignment of any dwelling constructed on that Owner's or Occupier's Lot, as prescribed by any Government Agency.

Repairs

- 28.5 An Owner, Occupier or Permitted Person must not undertake any repairs to any Vehicles on the Community Property.

29 Private Services

- 29.1 The Community Association may, on its own behalf or on behalf of a Subsidiary Body:
 - (a) provide private Services to a Subsidiary Body or to an Owner or Occupier or to any Lot;

- (b) arrange for the installation and maintenance of proposed Service Lines for the provision of private Services; and
 - (c) contract with any person to monitor or provide, in part or in whole, private Services.
- 29.2 An Owner or Occupier must not do anything which interferes, obstructs access to, overloads or damages private Services.
- 29.3 An Owner or Occupier must immediately notify the Community Association of any damage to or the defective operation of any private Service.
- 29.4 Subject to section 60 of the Management Act, the Community Association or its agents, employees or contractors may enter any Lot (with or without any Vehicles or equipment) at all reasonable times to install, maintain, repair, alter, add to or increase the capacity of or renew any conduits or equipment associates with the private Services.

30 Telecommunications Providers

- 30.1 The Community Association may (but is not obliged to) enter into an agreement during the Initial Period with a Telecommunications Provider for the provision of television services to any Lots.
- 30.2 The Community Association may, as part of the agreement referred to in By-Law 30.1, agree to indemnify the Telecommunications Provider against any loss, damage, cost, liability, expense and claim (excluding loss of profits and consequential loss) which may be incurred by the Telecommunications Provider arising out of or in connection with:
 - (a) any loss or damage to real or personal property of the Telecommunications Provider; and
 - (b) any injury suffered by an employee of the Telecommunications Providerthat is caused by any negligent act or omission of the Community Association in the repair, maintenance or operation of the CATV Equipment.

Remuneration

- 30.3 The fee payable to the Telecommunications Provider under the agreement referred to in By-Law 30.1) is to be a fair market rate for the term of the agreement.

Term

- 30.4 The term of the agreement referred to in By-Law 30.1 must be for a term of no greater than 5 years.

CATV Equipment

- 30.5 The agreement referred to in By-Law 30.1 must specify that the Telecommunications Provider must use the CATV Equipment to provide television services.

Disclosure

- 30.6 The effect of the agreement referred to in By-Law 30.1 is disclosed in this By-Law for the purposes of section 24(2)(a) of the Management Act.

Additional Agreements

- 30.7 After the termination of the agreement referred to in By-Law 30.1, the Community Association is empowered to enter into agreements with third parties for the provision of television services similar to or in addition to the duties of the Telecommunications Provider referred to in By-Law 30.1.

31 CATV Equipment – Telstra Indemnity

- 31.1 The Community Association indemnifies Telstra against any loss, damage, cost, liability, expenses and claims (excluding loss of profits and consequential loss) which may be incurred by Telstra arising out of or in connection with:

- (a) the Service Lines of Telstra;
- (b) any facility within the meaning of the *Telecommunications Act 1997 (Cth)* of Telstra; and
- (c) any loss or damage to the real or personal property of Telstra

caused by any negligent act or omission of the Community Association in the repair, maintenance or operation of the CATV Equipment.

- 31.2 By-Law 31.1 may not be amended or revoked without the prior consent of Telstra.

32 Community Association's Rights and Obligations

General

- 32.1 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.
- 32.2 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.
- 32.3 Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise later.

Contracts

- 32.4 The Community Association may, on its own behalf or on behalf of a Subsidiary Body, contract with persons to provide:
- (a) management, operational, maintenance and other services for Community Property or Subsidiary Body Property;

- (b) Services or amenities to Owners or Occupiers or to their Lots; and
- (c) Security Services.

Remedy

32.5 The Community Association may do anything on a Lot which should have been done by an Owner or Occupier of a Lot under this Management Statement but which has not been done, or has not been done in accordance with this Management Statement.

The Community Association may initiate action under this by-law 32 following the service of a notice on an Owner or Occupier on 2 occasions within any:

- (a) two (2) month period in relation to any breach of By-law 2 of this Management Statement; and
- (b) six (6) month period in relation to any breach of any other provision of this Management Statement.

Nothing in this by-law shall prevent the Community Association from issuing a notice, pursuant to section 13A of the Management Act, on an Owner or Occupier if it is satisfied that the Owner or Occupier has contravened any by-law in this Management Statement.

32.6 If By-Law 32.5 applies then the Community Association is entitled to:

- (a) enter and remain on the Lot for as long as it is necessary;
- (b) carry out Works; and
- (c) recover from the relevant Owner any costs incurred by the Community Association in exercising its rights under the By-Law 32.5.

Trading Activities

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

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

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

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

Not Liable for Damage

- 32.10 The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any cause.
- 32.11 By-Law 32.10 does not apply if, the damage loss or injury follows the negligence or fraud of the Community Association or any employee or agent of the Community Association.

Communications with Community Association

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

33 Obligations of Owners and Occupiers

Compliance with Requirements, Orders and Notices

- 33.1 An Owner or Occupier must comply on time with:
- (a) each requirement and order of each statutory authority and Government Agency;
 - (b) each Law applying to the Lot and the use or occupation of the Lot; and
 - (c) the terms of any notice displayed on Community Property by the Community Association, Service Provider or other relevant statutory authority or Government Agency.

Contractors

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

Use

- 33.3 An Owner or Occupier must not do any of the following on either that Owner's or Occupier's Lot or on the Community Parcel:
- (a) engage in any illegal conduct or activity; or
 - (b) do anything that might damage the good reputation of the Community Scheme.

Permitted Persons

- 33.4 An Owner or Occupier must take all reasonable steps to ensure that a Permitted Person complies with the By-Laws.
- 33.5 If an Owner or Occupier cannot comply with By-Law 33.4, then that person must:
- (a) withdraw the consent of the person to be on the Community Parcel; and
 - (b) request that person to leave the Community Parcel.
- 33.6 If the By-Laws prohibit an Owner or Occupier from doing a thing, the Owner or Occupier must not allow or cause a Permitted Person or any other person to do that thing.
- 33.7 An Owner or Occupier must compensate the Community Association for any loss or damage to the Community Property that is caused or contributed to by a Permitted Person on the Community Property with the consent of that Owner or Occupier.

Lessees/Licensees

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

Things Done at Owner's or Occupier's Cost

- 33.9 Unless this Management Statement specifically provides otherwise, Owners and Occupiers must carry out all necessary actions and perform any obligations and take all reasonable steps to prevent any prohibited action, as required under this Management Statement at their own cost.

34 Rules

- 34.1 The Community Association may make, and at any time add to, Rules for the control, management, operation, use and enjoyment of the Community Parcel and the Community Property.
- 34.2 The Rules must be consistent with:
- (a) the Management Act;
 - (b) the Development Act;
 - (c) this Management Statement; and
 - (d) the terms of the Development Consent.

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

35 Community Manager

- 35.1 The Community Association during the Initial Period intends to enter into an agreement.
- 35.2 The effect of the agreement is disclosed for the purposes of section 24(2)(a) of the Management Act in this by-law.

Parties

- 35.3 The parties to the agreement are intended to be:
- (a) the Community Association; and
 - (b) a person nominated by the Contractor as Community Manager.

Term

- 35.4 The term of the agreement must not exceed 2 years.

Duties

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

- (c) any other matter, activity or thing which the Community Manager and the Community Association agrees is necessary or desirable for the operational and management of the Community Association.

Remuneration

- 35.6 The Community Manager's fee (net of disbursements including postage, copying, facsimiles) is to be a fair market rate for the term of the agreement.

Assignment

- 35.7 The agreement must specify that the Community Manager has the right at any time to assign its rights under the agreement to a respectable and responsible assignee.

Termination

- 35.8 The agreement must specify that the agreement may be terminated by the Community Association if the Community Manager:
- (a) assigns its interest in the agreement in breach of the assignment provisions;
 - (b) fails or neglects to carry out its duties after the Community Association gives it 30 days' notice of the failure or neglect; or
 - (c) is guilty of gross misconduct or gross negligence in performance of its duties.

Additional Management Agreements

- 35.9 After the expiry or termination of the agreement, the Community Association is empowered to enter into agreements with third parties for the provision of services similar to or in addition to the duties of the Community Manager set out in by-law 35.5.

36 Security Services

- 36.1 The Community Association may enter into an agreement for the provision of Security Services with a Security Services provider.
- 36.2 REPEALED
- 36.3 REPEALED
- 36.4 REPEALED

Duties

- 36.5 The duties of the Security Services provider may include:
- (a) the provision of a monitoring service;
 - (b) the provision of a security patrol service; and

PART 5 – BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

Amendment to By-Laws

The By-Laws in this Part 5 have been made at the request of a public authority. These By-Laws may only be amended or revoked:

- (a) *by a special resolution of the Community Association; and*
- (b) *with the consent of the public authority (See clause 4 schedule 3 of the Development Act)*

37 Public Access

- 37.1 The Community Association must maintain and repair at its cost, all Community Property to enable access to Community Property by members of the public and such other persons as may be permitted by this Management Statement.

38 CATV Equipment – Council Indemnity

- 38.1 The Community Association is responsible for the control, management, operation, maintenance and repair of the CATV Equipment.
- 38.2 The Community Association must:
- (a) maintain the CATV Equipment in a satisfactory state of repair;
 - (b) indemnify and keep indemnified Council against any action brought against Council in respect of the installation or maintenance of the CATV Equipment; and
 - (c) restore any part of any road reserve which is disturbed during the repair and maintenance of the CATV Equipment as nearly as practicable to its former condition and make good any collateral damage arising out of the repair and maintenance of the CATV Equipment.
- 38.3 An Owner or Occupier must give notice to the Community Association of any damage to or defect in the CATV Equipment immediately after an Owner or Occupier becomes aware of any such damage or defect.
- 38.4 The Community Association or its agents, employees or contractors may:
- (a) access; and
 - (b) bring any vehicles or equipment onto
- any part of the Community Parcel for the purpose of carrying out the obligations imposed by By-Law 38.1.
- 38.5 If required by Council, the Community Association must enter into an agreement with Council in the terms generally set out in this By-Law.
- 38.6 By-Law 38.1 may not be amended or revoked without the prior consent of Council.

"MANAGEMENT STATEMENT"

R.P. 1:2500

COMMUNITY PLAN

DP270336

SHEET 56 OF 64 SHEETS

SERVICE WORKS TO BE EXECUTED FOR
"NEWINGTON" PRECINCT 1 (STH)

29.5.2003

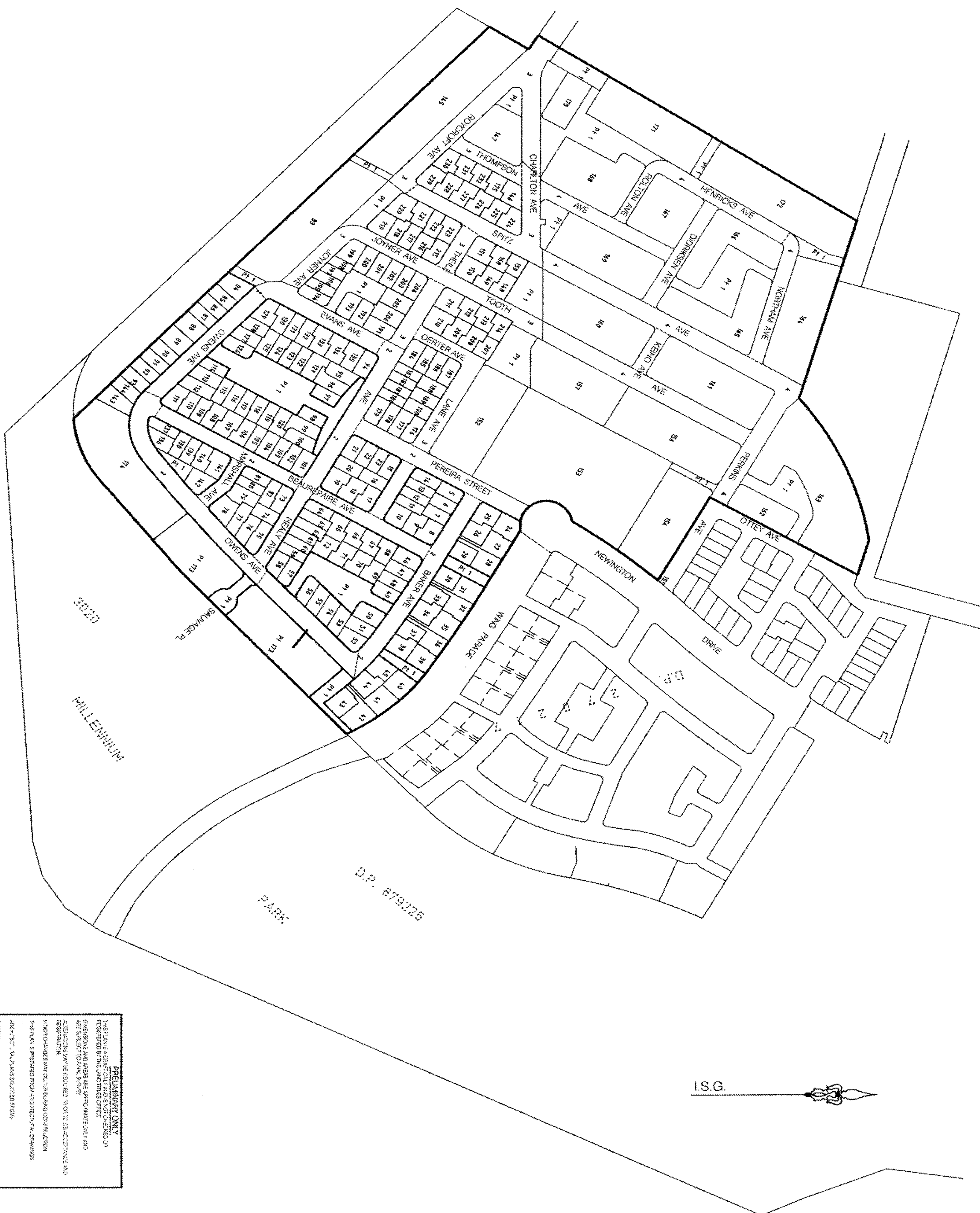
MR. PETER WILLIAM VANDERGRAAF SURVEYOR

OF WHEELANS DX 288, STONEY

CERTIFY THAT THIS IS A PLAN OF THE SERVICE WORKS AS EXECUTED/ACCESS
WAYS PROVIDED FOR THE DEVELOPMENT SHOWN IN THE COMMUNITY PRECINCT
NEIGHBOURHOOD PLAN NO.

Registered Surveyor under the Surveyors Act, 1993

I.S.G.



DENOTES CATV

NOTE
THIS PLAN ONLY SHOWS SERVICES COVERED BY STATUTORY EASEMENTS.
OTHER SERVICES EXIST.

PRELIMINARY ONLY
THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE
REGISTERED BY THE LAND TITLE OFFICE.
EASEMENTS AND AREAS ARE APPROXIMATE ONLY AND
ARE SUBJECT TO FURTHER SURVEY.
A DEVELOPMENT VARIATION (D.V.) MAY BE REQUIRED TO
OBTAIN APPROVAL FOR THE DEVELOPMENT.
THIS PLAN IS PROVIDED FOR INFORMATION ONLY.
IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.
DATE: 13.05.2003
BY: PETER WILLIAM VANDERGRAAF
REGISTERED SURVEYOR
13 APRIL 2003