



STRATA | SPECIALIST | LAWYERS

## CONSOLIDATED COMMUNITY MANAGEMENT STATEMENT DEPOSITED PLAN NO 270207

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The common seal of the Community Association Deposited Plan No. 270207 was affixed hereto on the 19th day of June 2023 in the presence of:

..... Paul Culbi ..... and .....

Signature(s)..........  
Electronic signature of me Paul Culbi,  
Affixed at my direction on 19/06/2023 at 03:30PM



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

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## PARTIES BOUND

- A. The terms of this Management Statement are binding on:
- (a) the Community Association;
  - (b) each Subsidiary Body; and
  - (c) each person who is an Owner, lessee, Occupier or mortgagee in possession of a Lot.
- B. An Owner or Occupier of a Subsidiary Scheme is bound by:
- (a) the terms of this Management Statement;
  - (b) the terms of the Neighbourhood Management Statement if the Subsidiary Scheme is a Neighbourhood Scheme; and
  - (c) the terms of the By-Law instrument of the Strata Scheme if the Subsidiary Scheme is a Strata Scheme.
- C. Under an agreement entered into between OCA and the Contractor, OCA has appointed the Contractor to carry out certain activities on behalf of OCA over the land the subject of the Community Scheme.

## 1 Definitions and Interpretation

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### 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 Way Plan"** the plan of access ways 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 Standards"** architectural standards prescribed under this Management Statement by:

- (a) the Community Association for the Community Parcel;
- (b) OCA for Community Development Lots; and
- (c) each Subsidiary Body for its Subsidiary Scheme

and amended under this Management Statement;

**"Common Property"** the common property of a Strata Scheme;

**"Common Property Lease"** a lease between an Owners Corporation as landlord and OCA and MLLVC as tenant to be registered over Common Property;

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

**"Community Development Lot"** a lot that is not:

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

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

**"Community Plan"** deposited plan number 270207;

**"Community Property"** lot 1 in the Community Plan and includes:

- (a) the Walkways; and
- (b) the Open Access Ways;

**"Community Property Lease"** the lease between OCA as Landlord and OCA and the Contractor as Tenant to be registered over that land which will become Community Property on registration of 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 OCA's contractor to carry out Project Activities on the Community Parcel; or
- (b) any other contractor appointed by OCA to carry out Project Activities on the Community Parcel;

**"Council"** Auburn Council;

**"Development Act"** the *Community Land Development Act 1989*;

**"Development Consent"** consent no S38/3/97 issued by the Minister for Urban Affairs and Planning or an amendment to that consent;

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

**"Games Period"**:

- (a) the period from (and including) 15 August 2000 to 15 November 2000; or
- (b) where the Olympic Games or the Paralympic Games or either of them are postponed to dates which are no more than six months after these dates, then the revised period during which the Olympic Games or the Paralympic Games or either of them are to be held;

**"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 a local council;

**"Landscape Standards"** the landscape standards prescribed under this Management Statement by:

- (a) the Community Association for the Community Parcel;
- (b) OCA for Community Development Lots; and
- (c) each Subsidiary Body for its Subsidiary Scheme

and amended under this Management Statement;

**"Lot"** a Community Development Lot, a Neighbourhood Lot or a Strata Lot;

**"Management Act"** the *Community Land Management Act 1989*;

**"Management Statement"** the statement registered with the Community Plan as amended under the Community Titles Legislation;

**"Managing Agent"** an agent appointed under s50 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;

**"OCA"** Olympic Co-Ordination Authority a statutory body constituted under the *Olympic Co-Ordination Authority Act 1995* (No. 10);

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

**"Olympic Games"** the games of the XXVIII Olympiad to be held in Sydney in the year 2000;

**"Open Access Ways"** the open access ways constructed or to be constructed on Community Property;

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

**"Owners Corporation"** Owners corporation created on registration of a Strata Plan;

**"Paralympic Games"** the XI Paralympic Games to be held principally in Sydney in the year 2000;

**"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 OCA or the Contractor as agent for OCA and all persons authorised by OCA or the Contractor as agent for OCA must do to complete any development on the Community Parcel including:

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

**"Rules"** the rules made under this Management Statement;

**"Security Service Manager"** the security service manager appointed under By-law 34;

**"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"**:

- (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;
- (b) the provision of sewerage and drainage;
- (c) transmission by telephone, radio, television, satellite or other means;
- (d) security systems; and
- (e) any other facility, supply or transmission;

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

**"Service Provider"** is a Government Agency or other body that provides a Service;

**"Services Plan"** the diagram showing the private Services and statutory Services, if any, registered with the Community 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;

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

**"Walkways"** the walkways constructed or to be constructed, on Community Property;

**"Works"**:

- (a) a change to any building;

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

within the Community Parcel but excludes:

- (d) Project Activities; and
- (e) internal refurbishment to a Lot.

### **Interpretation**

1.3 In these By-laws, 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 term which refers to a natural person includes a company, a partnership, an association, a corporation, a body corporate, a joint venture or a Government Agency;
- (e) headings and bold typing 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, clause, party, annexure, exhibit or schedule is a reference to an item of that type in these By-laws;
- (i) a reference to these By-laws includes an annexure, exhibit and a schedule to them;
- (j) a reference to a party to these includes a reference to that party's successors and permitted assigns;
- (k) a reference to a statute or statutory provision includes:
  - (1) a statute or statutory provision which amends, extends, consolidates or replaces the statute or statutory provision;
  - (2) a statute or statutory provision which has been amended, extended, consolidated or replaced by the statute or statutory provision; and
  - (3) subordinate legislation made under the statute or statutory provision 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 a business, a right, a revenue and a benefit;
- (p) a reference to a body which is not a party to this Management Statement which ceases to exist or whose power or function is transferred to another body, is a reference to the body which replaces or substantially succeeds to the power or function of the first body; and
- (q) the word "includes" is not a word of limitation.

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

- 1.5 (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**

- 1.6 A person must make an application for approval of the Community Association or the Executive Committee wherever required under this Management Statement in writing.
- 1.7 Subject to an express provision in these By-laws, the Community Association and the Executive Committee may in their absolute discretion:
- (a) give approval conditionally or unconditionally; or
  - (b) withhold approval.

## **PART 1 – BY-LAWS FIXING DETAILS OF DEVELOPMENT**

### **Amendment to By-laws**

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

## **2 Architectural Standards and Landscape Standards**

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- 2.1 OCA may prescribe Architectural Standards and Landscape Standards for any Community Development Lot and Neighbourhood Scheme.
- 2.2 Subject to By-Law 2.19, the Community Association may prescribe and amend Architectural Standards and Landscape Standards for the Community Parcel.
- 2.3 Subject to By-Law 2.19, a Subsidiary Body may prescribe Architectural Standards and Landscape Standards for a Subsidiary Scheme.
- 2.4 If OCA prescribes Architectural Standards and Landscape Standards under this By-Law:
  - (a) OCA must promptly serve on the Community Association a copy of any Architectural Standards and Landscape Standards prescribed; and
  - (b) thereafter the Community Association is responsible for those Architectural Standards and Landscape Standards.
- 2.5 If a Subsidiary Body prescribes Architectural Standards and Landscape Standards under this By-Law:
  - (a) the Subsidiary Body must promptly serve on the Community Association a copy of any Architectural Standards and Landscape Standards prescribed; and
  - (b) thereafter the Community Association is responsible for those Architectural Standards and Landscape Standards.
- 2.6 If Architectural Standards and Landscape Standards are prescribed under this By-Law, then the parties bound by this Management Statement are bound by those Architectural Standards and Landscape Standards.

### **Conflict**

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

as prescribed by the Community Association, the Architectural Standards and Landscape Standards of the Community Association prevail.

#### **Application to amend**

- 2.9 An Owner of a Lot may request the Community Association to amend for that Lot the Architectural Standards or the Landscape Standards or both.
- 2.10 A Subsidiary Body may request the Community Association to amend the Architectural Standards or Landscape Standards or both.
- 2.11 An application must contain sufficient detail of the proposed amendments to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed amendments.

#### **Decision of Community Association**

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

#### **Copy of Standards to be provided**

- 2.15 If the Community Association amends the Architectural Standards or 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 of a Lot 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 Standards and Landscape Standards or both.
- 2.17 If requested by an Owner of a Lot, a Subsidiary Body must provide, at the reasonable cost of that Owner, a current copy of the Architectural Standards and Landscape Standards or both for that Subsidiary Scheme.

#### **Appointment of Contractor**

- 2.18 OCA appoints the Contractor as agent for OCA to carry out any rights of OCA under this By-Law 2.

### **No Standards until Expiration of Games Period**

- 2.19 Despite the provisions of this By-Law 2, Architectural Standards and Landscape Standards prescribed under this Management Statement are suspended until the expiration of the Games Period.

## **3 Building Works and Alterations**

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### **Approvals**

- 3.1 A person must not carry out any Works on any Lot, Community Property or Subsidiary Body Property unless that person first obtains the written consent of the Executive Committee.
- 3.2 In addition to the approval of the Executive Committee under By-law 3.1, a person must also obtain the consent of:
- (a) the relevant Subsidiary Body; and
  - (b) if required, an accredited certifier, the Council or other Government Agency.

### **Plans and Specifications**

- 3.3 Any party seeking approval for the carrying out of any Works must submit plans and specifications for the approval of the Executive Committee.
- 3.4 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 performing its powers under this By-law.

### **Decision of Executive Committee**

- 3.5 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 comply with the Architectural Standards and Landscape Standards.
- 3.6 To assist the Executive Committee with its decision on any plans and specifications, the Executive Committee may request a person to submit:
- (a) additional plans and specifications;
  - (b) additional information, reports or documents;
  - (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.

- 3.7 If the Executive Committee does not make a decision within 3 months after receiving all information required to make a decision, then the Executive Committee has not approved the Works.
- 3.8 If the Executive Committee approves Works, then that approval does not prevent the Executive Committee from disapproving or approving with conditions future Works of the same or similar nature.

#### **Expert Determination**

- 3.9 A party must endeavour in good faith to resolve a dispute under this Management Statement before any action is taken under By-law 3.10.
- 3.10 In the event a person disputes that the Executive Committee has properly applied the Architectural Standards and the Landscape Standards in making a determination under this By-law, then the matter can be referred to an expert determinator as appointed by the Australian Institute of Architects.
- 3.11 A decision of the expert determinator appointed under By-law 3.10, is a decision of the Executive Committee and binds all parties.

#### **Conditions of Approval and Bond**

- 3.12 The Executive Committee may:
- (a) impose conditions on approval of plans and specifications; and
  - (b) require an applicant 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.
- 3.13 Any bond lodged under this By-law must be returned to the applicant within 90 days after notification by the applicant of completion of the Works and request for return of the bond after deduction (if any) for damage to Community Property or Subsidiary Body Property.

#### **Works**

- 3.14 During the carrying out of any Works, a party must:
- (a) ensure there is no damage to Service Lines, pipes 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; and
  - (d) repair any damage caused to Community Property or Subsidiary Body Property or both as a result of the Works.
- 3.15 No Works will be permitted to be constructed or remain unless approval has been obtained under this By-law and the provisions of this By-law 3 have been complied with.

### **Contractor's Rights**

3.16 Nothing in this By-Law:

- (a) affects the rights of OCA or the Contractor as agent for OCA under By-Law 11 to carry out Project Activities; or
- (b) imposes an obligation on OCA or the Contractor as agent for OCA to obtain consent under this By-Law 3 for the purposes of carrying out Project Activities.

## **4 External Fixtures**

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### **Appearance**

- 4.1 An Owner or Occupier of a Lot 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.
- 4.2 By-law 4.1 only applies if, in the reasonable opinion of the Executive Committee, the thing 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 Standards and the Landscape Standards.

### **Television, Radio or other Aerial Antenna, Dish or Tower or any other Transmitting or Receiving Device**

- 4.3 An Owner or Occupier of a Lot, the Community Association or a Subsidiary Body:
  - (a) 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:
    - (i) which is constructed or installed above the front elevation of a roof in a Lot, Community Property or Subsidiary Body Property; or
    - (ii) which can be seen from outside the Lot, Community Association or Subsidiary Body Property.
  - (b) may, despite by-law 4.3(a) install a television aerial, antenna or satellite dish on the roof at the rear of their lot for the sole purpose of improving television and satellite reception, provided its location minimises the visibility of the aerial or antenna from outside the Lot, this includes corner properties.

### **Airconditioning**

- 4.4 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 airconditioning 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 Standards has 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.

4.5 If an airconditioning unit satisfies By-law 4.4, then that airconditioning unit must not be installed on or in a Lot, Community Property or Subsidiary Body Property if that airconditioning unit can be seen from outside the Lot, Community Property or Subsidiary Body Property.

#### **Alarm System**

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 which can be seen from outside the lot, common property and subsidiary body property for the sole purpose of personal or personal property security if it complies with the following conditions:
  - (i) the installation is compliant with the Australian Standards for CCTV, and any law relating to surveillance or privacy;
  - (ii) associated cabling is to be hidden and not to be visible from outside a Lot, Community Property, or Subsidiary Body Property;
  - (iii) security cameras are to be installed to only monitor the Owner's or Occupier's own property or person and the street.
- (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.

#### **Approval of Executive Committee**

4.7 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:

- (a) subject to By-laws 4.9, 4.10, 4.12, and 4.13, any signs, placards, banners, notices or advertisements;
- (b) any external improvement other than flyscreens;

- (c) television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device;
- (d) subject to By-law 4.6, any solar energy collector panels and equipment associated with them;
- (e) any energy conservation equipment or;
- (f) a solar hot water system and equipment associated with it.

4.8 By-law 4.7 does not apply to any solar energy collector panels and equipment, energy conservation equipment or solar hot water system equipment which was installed in a Lot by OCA or the Contractor.

4.9 OCA and the Contractor as agent for OCA is permitted to place signs, placards, banners, notices and advertisements within the Community Scheme while OCA or the Contractor as agent for OCA is carrying out Project Activities as agent for OCA.

4.10 In addition to the consent of the Executive Committee, while OCA or the Contractor as agent for OCA is carrying out Project Activities, a person must obtain the written consent of OCA or the Contractor as agent for OCA before that person places any signs, placards, banners, notices or advertisements.

#### **Letterboxes**

4.11 An Owner or Occupier of a Lot must not remove or replace any letterbox on a Lot unless the letterbox 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.

#### **Signs**

4.12 An Owner or Occupier of a Lot must not erect any advertising signs (including "for sale" or "for lease" signs) unless:

- (a) the approval of the Executive Committee has been obtained under this By-law;
- (b) any sign does not exceed 700mm in height and 1,000mm in width; and
- (c) the top of any sign or notice must not be more than 2,000mm above ground level.

4.13 Despite any other provisions in this By-law, an Owner or Occupier of a Strata Lot must not erect any sign on a Strata Lot or on Subsidiary Body Property.

#### **CATV Aerial**

4.14 Despite this By-Law 4, the CATV aerial erected by OCA or the Contractor as agent for OCA servicing the Community Scheme as set out in By-Law 12 is permitted.



## 5 Maintenance

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- 5.1 An Owner or Occupier of a Lot 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 of a Lot (and in the case of a Strata Lot, the Owners Corporation) must carry out all maintenance and repairs to the exterior of the building on the Lot:
- (a) in a proper and workmanlike manner;
  - (b) to the reasonable satisfaction of the Community Association; and
  - (c) in compliance with the Architectural Standards and the Landscape Standards.

### Lawnmowing

- 5.3 An Owner or Occupier of a Lot (and in the case of a Strata Lot, the Owners Corporation) must have the lawn in that Lot or Common Property mown at least once every two weeks in spring and summer and at least once every four weeks in autumn and winter.

### Mowing of Verges Owned by Council

- 5.3A That the Community Association of Deposited Plan 270207 ("the Scheme") **SPECIALLY RESOLVED** pursuant to section 128 of the *Community Land Management Act 2021* to make a by-law in the following terms:

**The Community Association is authorised to undertake the mowing of the verges owned by Council which are located within the boundaries of the Community Association, at the Community Association's own cost as reasonably required by the Association.**

### Community Association to Give Notice

- 5.4 The Community Association may give a notice to an Owner or Occupier of a Lot or an Owners Corporation requiring that Owner or Occupier or Owners Corporation to comply with the terms of this By-law.
- 5.5 If an Owner or Occupier of a Lot or an Owners Corporation does not comply with this By-law, then the Community Association may exercise its rights under By-laws 31.5 and 31.6.

### Subsidiary Body Property

- 5.6 Each Subsidiary Body must 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 Standards and the Landscape Standards.

## **6 Paramount Provision**

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### **Olympic Games**

6.1 Despite the provisions of Part 1 of this Management Statement, OCA is permitted to carry out activities on and works to the Community Parcel including:

- (a) installing security systems;
- (b) installing signs;

up to and during the Games Period.

## **PART 2 – RESTRICTED COMMUNITY PROPERTY**

### **Amendment to By-laws**

These By-laws may only be amended:

- (a) during the Initial Period, by order of the Supreme Court or the Community Schemes Board;
- (b) after the expiry of that 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).

## **7 Community Property**

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### **Community Property Lease**

- 7.1 The restricted use rights under this By-Law 7 are suspended until the Community Property Lease comes to an end.

### **Overall Structure**

- 7.2 The Community Property will be used by OCA and persons authorised by OCA as part of the facilities associated with the Olympic Games and Paralympic Games.
- 7.3 To ensure exclusive and uninterrupted use of the Community Property by OCA, and persons authorised by OCA, up to and during the Games Period, the Community Property will not be available for use by Owners or Occupiers of a Lot until the expiration of the Games Period under:
- (a) the Community Property Lease; and
  - (b) restricted use rights over the Community Property in favour of the Owner of Community Development Lot 2 (so long as the Owner is OCA).

### **Restricted Use Rights**

- 7.4 The Community Association grants the Owner of Community Development Lot 2 (so long as the Owner is OCA) restricted use rights over the Community Property on the terms of this By-Law 7.

### **Rights and Obligations of Owner under this By-Law**

- 7.5 The Owner of Community Development Lot 2 (so long as the Owner is OCA) may:
- (a) have unrestricted access to and use of the Community Property;
  - (b) authorise any person to use the restricted Community Property under this By-Law;

- (c) access Community Property by any means required;
- (d) give rights conditionally; and
- (e) exercise the rights under this By-Law at any time.

7.6 The Owner of Community Development Lot 2 (so long as the Owner is OCA) must:

- (a) control, manage, operate, maintain and replace the Community Property restricted under this By-Law;
- (b) pay for the cost of controlling, managing, operating, maintaining and replacing the Community Property restricted under this By-Law;
- (c) repair damage to the Community Property restricted to OCA under this By-Law; and
- (d) indemnify the Community Association against all claims and liability caused by exercising rights under this By-Law.

#### **Levies**

7.7 There are no matters relating to the determination, imposition and collection of levies (in addition to the administrative and sinking levies which otherwise apply) arising with respect to restricted use rights under this By-Law.

#### **Community Property**

7.8 Any reference in this By-Law 7 other than in By-Law 7.3(a) to Community Property is a reference to Community Property excepting the subterrarium of the Community Property.

#### **End of Restricted Use Rights**

7.9 Restricted use of the Community Property under this By-Law ceases after the expiration of the Games Period.

### **8 Subsidiary Body Property**

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#### **Common Property Lease**

8.1 The restricted use rights under this By-Law 8 are suspended until the Common Property Lease comes to an end.

#### **Overall Structure**

8.2 The Community Parcel will be used by OCA and persons authorised by OCA as part of the facilities associated with the Olympic Games and Paralympic Games.

8.3 To ensure exclusive and uninterrupted use of the Community Parcel, when a Community Development Lot is subdivided by a Subsidiary Plan, the Owner of that Community Development Lot must ensure that the Owner of Development Lot 2 (so long as that Owner is OCA) is granted restricted use of the Subsidiary Body Property until the expiration of the Games Period on the terms of By-Law 8.4.

### **Rights and Obligations of Owner under this By-Law**

8.4 The Owner of Community Development Lot 2 (so long as the Owner is OCA) up to and including the Games Period may:

- (a) have unrestricted access to and use of the Subsidiary Body Property;
- (b) authorise any person to use the restricted Subsidiary Body Property under this By-Law;
- (c) access Subsidiary Body Property by any means required;
- (d) give rights conditionally; and
- (e) exercise the rights under this By-Law at any time.

The Owner of Community Development Lot 2 (so long as the Owner is OCA) up to and including the Games Period must

- (a) control, manage, operate, maintain and replace;
- (b) pay for the cost of controlling, managing, operating, maintaining and replacing; and
- (c) repair damage to

the Subsidiary Body Property.

### **Levies**

8.5 There are no matters relating to the determination, imposition and collection of levies (in addition to the administrative and sinking levies which otherwise apply) arising with respect to restricted use rights under this By-Law.

### **Subsidiary Body Property**

8.6 When used in this By-Law 8 the term "Subsidiary Body Property" means that part of the Subsidiary Body Property required by OCA to be the subject of this By-Law.

### **End of Restricted Use Rights**

8.7 Restricted use of Subsidiary Body Property under this By-law ceases after expiration of the Games Period.

## **9 The Walkways**

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### **Commencement of Restricted Use Rights**

9.1 This restricted use By-Law in favour of the Owner of Development Lot 2 (so long as that Owner is OCA) begins when the restricted use rights in favour of OCA (if given) cease under By-Laws 7 and 8.

### **Restricted Use Rights**

- 9.2 To enable construction of the Walkways, the Community Association grants restricted use of the Walkways to the Owner of Development Lot 2 (so long as that Owner is OCA).

### **Rights and Obligations of Owner under this By-Law**

- 9.3 The restricted use of the Walkways is given on the terms and conditions set out in By-Law 11.

### **Levies**

- 9.4 There are no matters relating to the determination, imposition and collection of levies (in addition to the administrative and sinking levies which otherwise apply) arising with respect to restricted use rights under this By-Law.

### **End of Restricted Use Rights**

- 9.5 Restricted use of the whole or a particular part of the Walkways ceases when the Owner of Development Lot 2 (so long as that Owner is OCA) notifies the Community Association that construction of the Walkways or a particular part of the Walkways have been completed.

### **Contractor Appointed**

- 9.6 OCA appoints the Contractor as its agent to construct the Walkways and to carry out Project Activities subject to those terms and conditions set out in By-law 11.

## **10 The Open Access Ways**

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### **Commencement of Restricted Use Rights**

- 10.1 This restricted use By-Law in favour of the Owner of Development Lot 2 (so long as that Owner is OCA) begins when the restricted use rights in favour of OCA (if given) cease under By-Laws 7 and 8.

### **Restricted Use Rights**

- 10.2 To enable construction of the Open Access Ways, the Community Association grants restricted use of the Open Access Ways to the Owner of Development Lot 2 (so long as the Owner is OCA).

### **Rights and Obligations of Owner under this By-Law**

- 10.3 The restricted use of the Open Access Ways is given on the terms and conditions set out in By-Law 11.

### **Levies**

- 10.4 There are no matters relating to the determination, imposition and collection of levies (in addition to administrative and sinking levies which otherwise apply) arising with respect to restricted use rights under this By-Law.

### **End of Restricted Use Rights**

- 10.5 Restricted use of the whole or a particular part of the Open Access Ways ceases when the Owner of Development Lot 2 (so long as that Owner is OCA) notifies the Community Association that construction of the Open Access Ways or a particular part of the Open Access Ways has been completed.

### **Contractor Appointed**

- 10.6 OCA appoints the Contractor as its agent to construct the Open Access Ways and carry out the Project Activities subject to those terms and conditions set out in By-Law 11.

## **11 OCA and Contractor's Rights and Obligations**

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### **OCA and Contractor's Rights**

- 11.1 Subject to the provisions in favour of Sydney Water Corporation in the s88B Instrument lodged with the Community Plan, OCA and each person OCA authorises has all rights necessary to enable OCA to carry out the Project Activities on the Community Parcel including the right to:
- (a) unrestricted access by any means over Community Property;
  - (b) the use of any part of the Community Scheme to carry out Project Activities and exercise rights under this By-Law;
  - (c) place on or attach to Community Property temporary offices, sheds, depots, building materials, cranes and other equipment;
  - (d) install, connect or alter Services on or within Community Property;
  - (e) lock or secure part of the Community Property, provided OCA gives the secretary of the Community Association a key for the locked or secured area;
  - (f) attach and place marketing and advertising signs, placards, banners, notices or advertisements on the Community Parcel;
  - (g) conduct sales and marketing activities (including auctions) on the Community Parcel;
  - (h) holds events or functions on the Community Parcel in connection with the selling and leasing of Lots in the Community Parcel; and
  - (i) exercise the rights under this By-Law 11 at any time.

### **OCA's Obligations**

- 11.2 OCA must:
- (a) repair any damage caused to the Community Parcel as a result of the Project Activities as soon as practicable after that damage occurs;
  - (b) keep interference with the use by owners or occupiers of Lots to a minimum so far as is consistent with the Project Activities;

- (c) access the Community Property by Development Lot 53 except where it is not practicable to do so;
- (d) maintain any Community Property that OCA has been given the exclusive right to use; and
- (e) on completion each part of the Project Activities, leave the relevant Community Parcel areas in a clean and tidy condition.

### **Project Activities**

- 11.3 An owner or occupier of a Lot acknowledges that as a result of OCA's rights to carry out the Project Activities set out in this By-Law 11, an owner or occupier of a Lot will be subjected to noise and dust resulting from the Project Activities.

### **Levies**

- 11.4 There are no matters relating to the determination, imposition and collection of levies (in addition to administrative and sinking levies which otherwise apply) arising with respect to restricted use the rights under this By-Law 11.

### **Contractor Appointed**

- 11.5 OCA appoints the Contractor as its agent to carry out the rights and obligations of OCA under this By-Law 11.

## **12 CATV Aerial**

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### **Commencement of Restricted Use Rights**

- 12.1 This restricted use By-law in favour of the Community Association begins when the restricted use rights in favour of OCA (if given) cease under By- Laws 7 and 8.
- 12.2 Community Development Lots 6 and 39 will be subdivided by a Strata Plan.
- 12.3 One of the buildings within the proposed strata subdivision contains an aerial for CATV which services the Community Scheme.
- 12.4 The proprietors of Community Development Lots 6 and 39 must ensure that the Community Association is granted restricted use of the CATV aerial on registration of the Strata Plan over Community Development Lots 6 and 39.

### **Special Privilege**

- 12.5 The restricted use referred to in this By-law is a special privilege for the Community Association to control, manage, operate, maintain and replace the CATV aerial.
- 12.6 The Community Association will accept the grant of restricted use of the CATV aerial made under this By-law.



### **By-Law or Agreement**

- 12.7 The Owners Corporation for the Strata Plan for Development Lots 6 and 39 must grant restricted use of the aerial within the Common Property by By-law or agreement. The By-law or agreement must state that:
- (a) the CATV aerial forming part of the Common Property is available for use by all Owners and Occupiers within the Community Scheme; and
  - (b) the Community Association is responsible for the control, management, operation, maintenance and replacement of the CATV aerial.

### **Maintenance of CATV**

- 12.8 The Community Association may enter into agreements with third parties about the control maintenance and repair of the CATV aerial.

## **PART 3 – MANDATORY MATTERS**

### **13 Community Property**

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- 13.1 The use rights and obligations for control, management and operation of Community Property under this By-Law begin when the restricted use rights under By-Laws 9 and 10 cease.
- 13.2 The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Property.
- 13.3 An Owner or Occupier of a Lot 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.
- 13.4 An Owner or Occupier of a Lot 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; and
  - (c) only use or enjoy the Community Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Community Property by another Owner or Occupier or a Permitted Person.
- 13.5 This By-law is subject to the rights of OCA and the Contractor under By-laws 7, 8, and 11 and to the provisions in favour of Sydney Water Corporation in the s88B Instrument lodged with the Community Plan.

### **14 The Walkways**

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- 14.1 The use rights and obligations for control, management and operation of the Walkways under this By-Law begin when the restricted use rights under By- Law 7 cease.

- 14.2 The Walkways are available for use by Owners and Occupiers of Lots and Permitted Persons and, subject to By-law 37, members of the public.
- 14.3 The Community Association is responsible for the control, management and operation, maintenance and repair of the Walkways.
- 14.4 This By-law is subject to the rights of OCA and the Contractor under By-laws 7, 8, and 11.

## **15 The Open Access Ways**

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- 15.1 Part of the Community Property includes Open Access Ways as shown on the attached Access Way Plan.
- 15.2 The Community Association is responsible for the control, management and operation and maintenance and repair of the Open Access Ways.
- 15.3 An Owner, Occupier or Permitted Persons must:
  - (a) comply with all directions of the Community Association in relation to the Open Access Ways: and
  - (b) not do or omit to do any act that results or may result in damage or destruction to any part of the Open Access Ways.

## 16 Fencing

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### Restrictions on Construction

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

### External & Internal

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

### Architectural and Landscape Standards

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

### Community Property and Subsidiary Body Property Fencing

- 16.4 The Community Association is responsible for the maintenance and replacement of fencing of Community Property.
- 16.5 A Subsidiary Body is responsible for the maintenance and replacement of common fences between Community Property and Subsidiary Body Property.
- 16.6 By-law 16.4 does not apply if a person using Community Property damages the fencing.

## 17 Garbage

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- 17.1 Each Owner and Occupier must secure and store that person's container for garbage and recyclable materials so that it:
- (a) is hidden from view from outside the Lot; and
  - (b) does not emit odours.
- 17.2 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.



- 17.3 A person must ensure that a container is placed in view only for the minimum time that will permit collection.
- 17.4 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;
  - (c) a Subsidiary Body; or
  - (d) this Management Statement.

## **18 Services**

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### **Provision of Services**

- 18.1 The following services will be provided as shown on the Services Plan:
- (a) inter-allotment drainage; and
  - (b) CATV service.

### **Maintenance of Services**

- 18.2 The Community Association must maintain and repair the service set out in By-law 18.1.

### **Inter-allotment Drainage Maintenance**

- 18.3 If maintenance or repair works are required to the inter-allotment drainage Service Line as a result of an act or omission of an Owner or Occupier of a Lot, then the Community Association can recover any costs of maintenance or repair of the inter-allotment drainage Service Line from the Owner or Occupier of that Lot.

### **Position of Service Lines**

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

## **19 Insurance**

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- 19.1 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.

19.2 The Community Association must review, on an annual basis:

- (a) all of its insurance; and
- (b) the need for new or additional insurances.

19.3 Notice of an Annual General Meeting must include a form of motion to decide whether the insurances of the Community Association should be confirmed, varied or extended.

19.4 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.

19.5 An Owner or Occupier of a Lot 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.

## **20 Executive Committee**

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### **Constitution**

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

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

### **Functions of the Secretary**

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

- (a) convening meetings of the Community Association and the Executive Committee;

- (b) preparing and distributing minutes of meetings of the Community Association and the Executive Committee;
- (c) on behalf of the Community Association and the Executive Committee, giving a notice required to be given under the Management Act;
- (d) maintaining the Community Association roll;
- (e) supplying certificates setting out details of 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**

20.4 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**

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

#### **Sub-Committees**

20.6 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**

20.7 A member of the Executive Committee is:

- (a) not entitled to any remuneration for the performance of that person's functions;
- (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**

20.8 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.

20.9 By-law 20.8 does not apply if a member is fraudulent or negligent.

## **21 Meetings**

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21.1 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; and
- (c) subject to this Management Statement, regularly call a meeting of the Executive Committee.

### **Right of Owner to Attend Meetings**

21.2 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.

21.3 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**

21.4 At the request of not less than 1/3 of the members of the Executive Committee, the secretary must convene a meeting.

21.5 Subject to By-law 21.6, the secretary must convene the meeting within the period of time specified in the request.

21.6 The members must give the secretary more than 7 days to convene the meeting.

21.7 If no time is specified in the request, then the secretary must convene the meeting within 14 days receiving the request.

21.8 If the secretary is absent, a member of the Executive Committee must convene the meeting.



### **Out of Meeting Determinations**

- 21.9 Subject to s.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**

- 21.10 If the Community Association has placed a notice board on Community Property, then the Executive Committee complies with this By-law if the Executive Committee ensures that the agenda and notice are placed on the notice board.
- 21.11 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.
- 21.12 The agenda must list the business that the Executive Committee will deal with at the meeting.
- 21.13 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.
- 21.14 If the secretary is absent, then the chairperson must ensure that the Executive Committee complies with By-law 21.13.

## **22 Amounts Payable**

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- 22.1 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.
- 22.2 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 s.20A(1) of the Management Act.
- 22.3 Nothing in this By-law prevents the Community Association from recovering any amount exceeding interest calculated under By-law 22.2 as a consequence of any amount not being paid when due.
- 22.4 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) the amount; or
  - (b) any other fact stated in that certificate.

## **23 Home Industries/Occupation**

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- 23.1 An Owner or Occupier must obtain the written approval of the Community Association and any other approval which may be required including the Council before that Owner or Occupier conducts or operates any business or trading activities within the Community Scheme.
- 23.2 The Community Association may prescribe rules associated with the operating of a business or any trading activity within the Community Scheme.

## PART 4 – OPTIONAL MATTERS

### 24 Behaviour of Owners, Occupiers and Permitted Persons

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#### Noise

- 24.1 An Owner or Occupier of a Lot 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.
- 24.2 An Owner or Occupier of a Lot must not:
- (a) obstruct lawful use of Community Property or Subsidiary Body Property;
  - (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or Permitted Person.

#### Children

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

#### Permitted Persons

- 24.4 An Owner or Occupier of a Lot 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.

### 25 Subsidiary Body Property

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- 25.1 An Owner or Occupier of a Lot 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 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.

25.2 An Owner or Occupier of a Lot must:

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

## **26 Washing**

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

- (a) on any balcony of a Lot;
- (b) in any area visible from any Community Property, the Subsidiary Body Property, road, footpath, parks and the like within the Community Scheme;
- (c) Subject to By-law 26.2, on any part of Subsidiary Body Property.

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

## **27 Storage of Flammable Liquids**

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27.1 Subject to By-law 27.2, an Owner or Occupier of a Lot may only use or store on the Lot or any other part of the Community Parcel any flammable chemical, gas or other material if that Owner or Occupier first obtains the written approval of the Community Association.

27.2 By-law 27.1 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.

## **28 Keeping of Animals**

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### **Community Development Lot & Neighbourhood Scheme**

- 28.1 An Owner or Occupier of a Community Development Lot or a Neighbourhood Lot may keep without the approval of the Community Association:
- (a) one dog; or
  - (b) one cat.
- 28.2 An Owner or Occupier of a Community Development Lot or a Neighbourhood Lot must obtain the written approval of the Community Association before that Owner or Occupier keeps:
- (a) any other type of animal; or
  - (b) more than one dog or one cat at the same time.

### **Strata Scheme**

- 28.3 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 or Community Property or Subsidiary Body Property.

### **Small Animals**

- 28.4 Despite these By-laws, an Owner or Occupier of a Lot is permitted to keep, without the approval of the Community Association:
- (a) a small caged bird; and
  - (b) tankfish.

### **Rules**

- 28.5 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 or other Lots and each other person lawfully on the Community Parcel for.
    - (1) any noise which is disturbing to an extent which is unreasonable;

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

28.6 This By-law 28:

- (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.

## **29 Parking**

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### **Restrictions**

- 29.1 Subject to By-law 29.2, an Owner or Occupier of a Lot must not park a Vehicle on the Community Parcel.
- 29.2 An Owner or Occupier of a Lot may park a Vehicle:
- (a) in a garage or driveway on that Owner's or Occupier's Lot; or
  - (b) in an area on the Community Parcel designated by the Community Association as being an area where a Vehicle may be parked.
- 29.3 An Owner or Occupier of a Lot must not otherwise park a Vehicle on the verge of a Lot, being the area between the lot boundary of a Lot and the back of a kerb.

### **Repairs**

- 29.4 No repairs to any Vehicles must be undertaken on the Community Property.

## **30 Private Services**

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- 30.1 Subject to the provisions in favour of Sydney Water Corporation in the s88B Instrument lodged with the Community Plan, the Community Association may, on its own behalf or on behalf of a Subsidiary Body:
- (a) provide private Services to a Subsidiary Body or an Owner or Occupier of a 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.
- 30.2 An Owner or Occupier of a Lot must not do anything which interferes, obstructs access to, overloads or damages private Services.
- 30.3 A Owner or Occupier of a Lot must immediately notify the Community Association of any damage to or the defective operation of any private Service.

- 30.4 Subject to s60 of the Management Act, the Community Association and a person authorised by the Community Association may enter a Lot at all reasonable times to maintain, repair, alter, add to or increase the capacity of or renew private Services.

## **30A Community Activities**

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### **Preamble**

Newington is a unique suburb with a strong community spirit. Newington residents, both current and future, benefit from community events and activities staged in Newington by not-for-profit organisations.

One such organisation is the Newington Neighbourhood Association ("NNA") a not-for-profit incorporated association formed in July 2006.

The charter of NNA is to raise money to:-

- (a) fund free community events for Newington residents
- (b) publish the Newington News
- (c) coordinate Newington Watch
- (d) conduct or facilitate any other activity or service for the benefit of Newington residents, as resolved from time to time by the members of the NNA

The purpose of this by-law is to allow the Community Association to make donations to organisations such as NNA providing any such donations are approved in advance at an Annual General Meeting.

- 30A.1 The Community Association may make a donation to an organisation for the cost of the conduct and facilitation of community events and activities for Newington residents.
- 30A.2 The maximum amount to be donated by the Community Association under 41.1 and the organisation(s) to which it can be made must be disclosed in the Community Association's annual estimate of income and expenditure and will be decided by ordinary resolution at the Annual General Meeting or Special General Meeting.
- 30A.3 Any donation will be paid on receipt of an invoice issued to the Community Association.
- 30A.4 For the purposes of meeting payment of the invoice referred to in 41.2 the Community Association will levy owners of Lots in accordance with the unit entitlement applicable to their particular Lot.
- 30A.5 The levy referred to in 41.3 is a contribution under the Community Titles Legislation and this Management Statement. The provisions of By-Law 22 apply to the payment of this levy.
- 30A.6 The levy referred to in 41.4 is payable into the administrative fund. The payment of the invoice referred to in 41.3 by the Community Association is payable out of the administrative fund.

## **31 Community Association's Rights and Obligations**

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### **General**

- 31.1 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.
- 31.2 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.
- 31.3 Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise later.

### **Contracts**

- 31.4 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 of Lots; and
  - (c) Security Services.

### **Remedy**

- 31.5 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 properly.
- 31.6 If By-law 31.5 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 any costs associated with carrying out Works under this Management Statement from the Owner of the Lot.

### **Trading Activities**

- 31.7 The Community Association may, for the purpose of exercising and performing its functions, carry on a business or trading activity.
- 31.8 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.

31.9 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**

- 31.10 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.
- 31.11 By-law 31.10 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**

- 31.12 A person must forward complaints, notices or applications to or requests for consideration of matters by the Community Association in writing:
- (a) to the Managing Agent of the Community Association; or
  - (b) if there is no Managing Agent, to the secretary of the Executive Committee.
- 31.13 This By-Law 31 is subject to the provisions in favour of Sydney Water Corporation in the s88B Instrument lodged with the Community Plan.

## **32 Obligations of Owners and Occupiers**

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#### **Compliance with Requirements, Orders and Notices**

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

#### **Contractors**

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

### **Use**

- 32.3 An Owner or Occupier of a Lot 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**

- 32.4 An Owner or Occupier of a Lot must take all reasonable steps to ensure that a Permitted Person complies with the By-laws.
- 32.5 If an Owner or Occupier of a Lot cannot comply with By-law 32.4, 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.
- 32.6 If the By-laws prohibit an Owner or Occupier of a Lot from doing a thing, the Owner or Occupier must not allow or cause another person to do that thing.

### **Lessees/licensees**

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

### **Things Done at Owner's or Occupier's Cost**

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

## **33 Rules**

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- 33.1 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.
- 33.2 The Rules must be consistent with:
- (a) the Management Act;
  - (b) the Development Act;
  - (c) this Management Statement; or

(d) the terms of the Development Consent.

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

## **34 Security Services**

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34.1 The Community Association during the Initial Period intends to enter into a security services agreement.

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

### **Parties**

34.3 The parties to the agreement will be:

- (a) the Community Association; and
- (b) SECOM Australia Pty Limited ACN 050 293 420 as Security Service Manager.

### **Term**

34.4 The term of the agreement will be 24 months from the commencing date of 1 April 2001.

### **Duties**

34.5 The duties of the Security Service Manager may include:

- (a) the provision of a monitoring service;
- (b) the provision of a security patrol service; and
- (c) provision of a dedicated on-site mobile security patrol 7 days per week between the hours of 9.00 am and 5.00 pm.

### **Remuneration and Costs**

34.6 The Security Service Manager's cost will be an amount to be agreed between the Contractor and the Security Service Manager which in the opinion of the Contractor represents a market fee.

## **35 Development Lots 2, 3, 4 & 5**

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### **Right of Access**

35.1 Subject to the terms of this By-law, Development Lots 2, 3, 4 and 5 in the Community Plan are available for use by Owners and Occupiers of Lots under a right of access registered with the Community Plan.

#### **No Access until expiration of Games Period**

- 35.2 The right of access over Development Lots 2, 3, 4 and 5 does not commence until after the expiration of the Games Period.

#### **Project Activities**

- 35.3 Subject to the provisions in favour of Sydney Water Corporation in the s88B Instrument lodged with the Community Plan, OCA or the Contractor as agent for OCA has the right to carry out Project Activities, erect gates and place signs within Development Lots 2, 3, 4 and 5.

#### **Dedication**

- 35.4 OCA intends to dedicate all or part of Development Lots 2, 3, 4 and 5 as public roads, the timing of dedication (which dedication may be carried out in stages) being unknown but being determined by OCA in OCA's absolute discretion, but subject to the terms of the instrument registered with the Community Plan requiring dedication on or before 31 December 2002.

#### **Unit Entitlement**

- 35.5 In the event that Community Development Lots 2, 3, 4 and 5 are dedicated as public roads, then OCA will lodge an amended schedule of unit entitlement making an adjustment to the unit entitlement for the Community Scheme by reduction in the total number of unit entitlement by that unit entitlement number designated to Community Development Lots 2, 3, 4 and 5.

### **36 Development Lot 35**

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#### **Use**

- 36.1 Subject to the terms of this By-law, Development Lot 35 in the Community Plan is available for use by:
- (a) Owners and Occupiers of lots under an easement for recreation registered with the Community Plan; and
  - (b) OCA or the Contractor as agent for OCA.

#### **No Use until expiration of Games Period**

- 36.2 The right to use Development Lot 35 for recreation under the easement for recreation does not commence until after the expiration of the Games Period.

#### **Dedication**

- 36.3 OCA intends to dedicate all or part of Development Lot 35 as a public reserve, the timing of dedication being unknown but being determined by OCA in OCA's absolute discretion, but subject to the terms of the instrument registered with the Community Plan requiring dedication on or before 31 December 2002.

### **Unit Entitlement**

- 36.4 In the event that Community Development Lot 35 is dedicated as a public reserve, then OCA will lodge an amended schedule of unit entitlement making an adjustment to the unit entitlement for the Community Scheme by reduction in the total number of unit entitlement by that unit entitlement number designated to Community Development Lot 35.

## PART 5 – BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

### 37 Public Access

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- 37.1 The Community Association must maintain at its cost and permit the use of, all Community Property for and by members of the public and such other persons as may be permitted by the By-laws.
- 37.2 This By-law may not be amended or revoked without the consent of the Council.
- 37.3 The right for use of Community Property for and by members of the public is subject to the terms of the Restriction on User of Land and Public Positive Covenant registered with the Community Plan.

### 38 CATV Conduits

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- 38.1 The Contractor is required to enter into an agreement with the Council for the provision of telecommunication conduits and a CATV service within the Community Parcel.
- 38.2 The Community Association must:
- (a) maintain the conduits in a satisfactory state of repair;
  - (b) indemnify and keep indemnified the Council against any action brought against the Council in respect of the construction or maintenance of the conduits; and
  - (c) restore any part of the road reserve which is disturbed during the repair and maintenance of the conduits as nearly as practicable to its former condition and make good any collateral damage arising out of the repair and maintenance of the conduits.
- 38.3 If required by the Council, the Community Association must enter into an agreement with the Council in the terms generally set out in this By-law.

### 39 Telstra Indemnity

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- 39.1 The Contractor is required to enter into an agreement with Telstra for the provision of telecommunication conduits and a CATV service within the Community Parcel.
- 39.2 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;
  - (c) any personal injury suffered by or the death of an employee, agent or contractor of Telstra; and
  - (d) any loss or damage to property real or personal of Telstra

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

## **40 Games Period**

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- 40.1 To ensure those persons authorised by OCA to occupy the Community Scheme up to and during the Games Period, OCA and any persons authorised by OCA will not be required to comply By-Laws 2, 3, 4, 5, 11, 12, 24, 25, 29, 31, 32, 33 and 37 up to and including the Games Period.
- 40.2 An Owner or Occupier of a Lot must observe those restrictions during the Games Period set out in the Restriction on Use of Land and Public Positive Covenant registered with the Community Plan.
- 40.3 To enable OCA to provide facilities for the Olympic Games, certain restrictions apply to use of the Community Scheme as set out in this Management Statement.

### **Mortgagees**

- 40.4 If the Lot is mortgaged:
- (a) the mortgagee of the Lot will be bound by the terms of this Management Statement;
  - (b) the Owner of that Lot must ensure that the mortgagee is provided with a copy of this Management Statement; and
- 40.5 a mortgagee will not be permitted to do any act or thing which would interfere with the exclusive and uninterrupted use of the Lot and Community Property by OCA or persons authorised by OCA during the Games Period.