

Georges Cove Residences Community Management Statement

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Community Land Development Act
Community Management Statement

Warning

- 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 the terms of:
- (a) this Management Statement;
 - (b) the Neighbourhood Management Statement if the Subsidiary Scheme is a Neighbourhood Scheme;
 - (c) the Precinct Management Statement if the Subsidiary Scheme is a Precinct Scheme; and
 - (d) the by-law instrument of the Strata Scheme if the Subsidiary Scheme is a Strata Scheme.
- C Under an agreement entered into between Tanlane and the Contractor, Tanlane has appointed the Contractor to carry out certain activities on behalf of Tanlane over the land the subject of the Community Scheme.
- D Despite the terms of this Management Statement, before an Owner or Occupier of a Lot carries out work on that Lot, the Owner or Occupier should obtain any approvals required by Council in respect of that work.

A Statutory Definitions

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) used but not defined in this Management Statement.

B Further Definitions

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

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

Architectural Standards the “Georges Cove Residences Architectural Standards” prescribed under this Management Statement in Schedule 1 by:

- (a) the Community Association; or
- (b) each Subsidiary Body for its Subsidiary Scheme,

as amended under this Management Statement;

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

Association Property the Community Property and the Subsidiary Body Property of the Community Scheme;

BBQ Pavilion a barbecue pavilion which may be constructed on Community Property;

Benefited Owner means any Owner of a Lot that derives support by means of a Retaining Wall from the Lot of a Burdened Owner

Burdened Owner means any Owner of a Lot that provides support to another Lot by means of a Retaining Wall;

Business Day any day except a bank or public holiday throughout New South Wales or a Saturday or Sunday;

Certifier the meaning given to the term “certifier” in part 6 of the Environmental Planning and Assessment Act 1979;

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 Facilities includes the following which may be constructed on Community Property:

- (a) Swimming Pool Area;
- (b) BBQ Pavilion; and
- (c) Outdoor Gym;

Community Parcel the land the subject of the Community Scheme;

Community Plan the community plan registered with this Management Statement;

Community Property:

- (a) lot 1 in the Community Plan;
- (b) land to which the Community Association is a lessee under a lease; and
- (c) land to which the Community Association is a licensee under a licence;

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

Community Open Space that part of community property being Lot 1 on the Community Plan;

Community Titles Legislation the Development Act and the Management Act;

Contractor Mirvac being the contractor appointed by Tanlane to carry out Development Activities on the Community Parcel;

Council Liverpool City Council;

Development Act the Community Land Development Act 2021;

Development Activities any work which the Contractor and all persons authorised by the Contractor 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) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
- (d) carrying out development in stages;
- (e) any form of work which the Contractor, in its absolute discretion considers is necessary or desirable;
- (f) the subdivision of land forming part of the Community Parcel by any means, including strata subdivision;
- (g) marketing and sales activities including signage and banners on the Community Parcel; and
- (h) the exercise of any right or discretion given to the Contractor under this Management Statement;

Development Consent:

- (a) development consent, numbered DA-24/2017 dated 24 June 2020 granted by Council as amended from time to time; or
- (b) any development consent in substitution either in whole or in part of the subject matter of that development consent;

Display Centre means the display centre established by Mirvac for marketing and selling homes within the Community Scheme;

External Equipment any air-conditioning unit, solar energy collector panel (and any associated equipment), energy conservation equipment or solar hot water system (and any associated equipment), television, radio or other dish;

FERP means the flood emergency response plan for the Community Parcel in Schedule 3;

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 the Council;

Initial Period the meaning given to the term “initial period” 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 Precinct Lot, a Neighbourhood Lot, a Strata Lot or other lot created on subdivision of a Community Development Lot;

LTEMP means the long term environmental management plan for the Community Parcel in Schedule 2 which makes provision for:

- (a) procedures for the management and maintenance of the cap and landfill gas mitigation systems; and
- (b) scenarios where the capping or landfill gas mitigation systems need to be penetrated and reinstated;

Management Act the Community Land Management Act 2021;

Management Statement this community management statement;

Manager the manager described in by-law 27;

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

Mirvac Mirvac Homes (NSW) Pty Limited ACN 006 922 998;

Occupier any person in lawful occupation of a Lot;

Open Space Areas any open space areas within Community Property which may include landscaping;

Original Proprietor the Owner or Owners of a Community Development Lot or Community Development Lots as at registration of the Community Plan;

Outdoor Gym the outdoor gym which may 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 an owners corporation created on registration of a Strata Plan;

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

Public Health Order means any public health order declared by a Government Agency and includes any health guidelines or directives issued by a Government Agency;

Private Service means a Service running through or servicing Lots or Community Property which is not a Statutory Service;

Retaining Wall means any retaining wall on a Lot or Community Property and includes the wall structure, backfill, drainage and associated pit(s) and pipe(s);

Rules the rules made under this Management Statement;

Security Key a key, magnetic card or other device used to:

- (a) open and close doors, gates, buildings or locks; or
- (b) operate alarms, security systems or communications systems;

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) the provision of security systems; and
- (e) any other facility, supply or transmission;

Service Line means a pipe, wire, cable, duct, conduit or pole by means of which a Service is or is to be provided;

Services Plan means the prescribed diagram attached to this Management Statement showing the Private Services;

Service Provider a statutory or Government Agency or authorised service provider that provides a Service;

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;

Tanlane means the Tanlane Pty Limited ACN 057 579 718;

Subsidiary Body the meaning given to the term “subsidiary scheme” in the Management Act;

Subsidiary Body Property the meaning given to the terms “neighbourhood property” and “common property” in the Management Act;

Subsidiary Plan a plan for a Subsidiary Scheme;

Subsidiary Scheme the meaning given to the term “subsidiary scheme” in the Management Act;

Swimming Pool Area the swimming pool and areas (including any toilets and shower) adjacent to the swimming pool which may be constructed on Community Property (and the surrounding area within the fence for those facilities);

Vehicle includes a car, boat, trailer, caravan or any other towable item; and

Works:

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

- (e) the installation of External Equipment;
- (f) the erection of or a change to signs, placards, banners, notices or advertisements;
- (g) the installation of external shutters, blinds, security devices, canopies, awnings or other external improvements other than fly screens on a door on the street facade; or
- (h) a matter referred to in by-law 3.1 within the Community Parcel but excludes:
 - (i) Development Activities; and
 - (j) internal refurbishment to a building within a Lot.

Interpretation

A Construction

In this Management Statement a reference to:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) other parts of speech and grammatical forms of a defined word or phrase have a corresponding meaning;
- (d) a month or monthly means calendar month or calendar monthly;
- (e) unless stated otherwise, a day means a calendar day;
- (f) a quarter means calendar quarter;
- (g) a person includes:
 - (i) a corporation, partnership, joint venture and government body;
 - (ii) the legal representatives, successors and assigns of that person; and
 - (iii) where the context permits, the employees, agents, contractors and invitees of that person;
- (h) a document includes a reference to that document as amended or replaced;
- (i) a thing includes a part of that thing and includes a right;
- (j) a by-law, attachment or annexure, means a by-law, schedule of, or an attachment or annexure to this Management Statement;
- (k) a Law includes all Law amending, consolidating or replacing them;
- (l) 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 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;
- (n) an asset includes all property of any nature including a business, a right, a revenue and a benefit;

- (o) a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority;
- (p) the president of a body or authority means, in the absence of a president, the senior officer of the body or authority or any other person fulfilling the duties of the president;
- (q) \$, A\$, Australian dollars or dollars is a reference to the lawful tender of the Commonwealth of Australia; and
- (r) including and similar expressions are not words of limitation.

B Parties bound jointly and individually

A covenant, representation, warranty or an agreement between more than one person binds them jointly and severally.

C Headings

- (a) Headings and bolding are for guidance only and do not affect the construction of this Management Statement.
- (b) The rights, powers and remedies provided in this Management Statement are cumulative with and not exclusive of the rights, powers or remedies provided by Law independently of this Management Statement.

D Severability

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

E Community Association Approval

- (a) A person must make an application for approval of the Community Association or Association Committee under this Management Statement in writing.
- (b) Subject to an express provision in this Management Statement, the Community Association or the Association Committee may in their absolute discretion:
 - (i) give approval conditionally or unconditionally; or
 - (ii) withhold their approval.
- (c) Subject to an express provision in this Management Statement or any provision of the Community Titles Legislation, consents by the Community Association or Association Committee under this Management Statement may be given by:
 - (i) the Community Association at a General Meeting; or
 - (ii) the Association Committee at an Association Committee meeting.

F Community Association Exercise of Rights

- (a) The Community Association may exercise a right, power or remedy:
 - (i) at its discretion; and
 - (ii) separately or concurrently with another right, power or remedy.

- (b) 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.
- (c) Failure by the Community Association to exercise or delay by the Community Association in exercising a right, power or remedy does not prevent its exercise later.

PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

Amendments to by-laws

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

1 By Law 1 – Architectural Standards

Standards

- 1.1 The Architectural Standards that apply as at the date of registration of the Community Plan are set out in Schedule 1. The Community Association may prescribe and amend Architectural Standards for the Community Parcel.
- 1.2 A Subsidiary Body may prescribe Architectural Standards for a Subsidiary Scheme.
- 1.3 If a Subsidiary Body prescribes Architectural Standards under this by-law:
 - (a) the Subsidiary Body must promptly serve on the Community Association a copy of any Architectural Standards prescribed; and
 - (b) thereafter the Community Association is responsible for those Architectural Standards.
- 1.4 The parties bound by this Management Statement are bound by those Architectural Standards.

Conflict

- 1.5 If there is a conflict between the Architectural Standards as prescribed by a Subsidiary Body and the Architectural Standards as prescribed by the Community Association, the Architectural Standards of the Community Association prevail.

Application to amend

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

Decision of Community Association

- 1.9 The Community Association must refer an application to amend the Architectural Standards to a General Meeting for the decision by that General Meeting.
- 1.10 The Community Association may in order to determine an application, request additional information, reports or documents.
- 1.11 By unanimous resolution, the Community Association may amend the Architectural Standards.
- 1.12 Despite by-law 1.11 or anything else in this Management Statement, until dwellings have been constructed on all Lots in the Community Plan, the Contractor may provide

to the Community Association amended Architectural Standards and those amended Architectural Standards are taken to be the new Architectural Standards as if the Community Association had prescribed those new Architectural Standards according to by-law 1.1.

Copy of Standards to be provided

- 1.13 If the Community Association amends the Architectural 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.
- 1.14 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 Standards.
- 1.15 If requested by an Owner, a Subsidiary Body must provide, at the reasonable cost of that Owner, a current copy of the Architectural Standards for that Subsidiary Scheme.
- 1.16 The Community Association must register an amendment to Schedule 1 of the Management Statement after the Architectural Standards are amended in accordance with this By-Law 1.

2 By Law 2 – Building Works and Alterations

Approvals

- 2.1 A person must not:
- (a) lodge any development application with Council in respect of; or
 - (b) carry out Works on,
any Lot, Community Property (if consent to those works is granted by the Community Association) or Subsidiary Body Property unless that person first obtains the written consent of the Association Committee.
- 2.2 In addition to the approval of the Association Committee under by-law 2.1, a person must obtain the consent of:
- (a) the relevant Subsidiary Body; and
 - (b) if required, a Certifier, the Council or other Government Agency.

Plans and Specifications

- 2.3 Any party seeking approval for the carrying out of any Works must submit plans and specifications for the approval of the Association Committee.
- 2.4 The Association Committee may retain the services of an independent consultant with special skills and expertise in:
- (a) architecture;
 - (b) landscaping;
 - (c) geotechnical engineering; or
 - (d) any other relevant discipline,

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

Decision of Association Committee

- 2.5 The Association Committee must not approve an application to carry out Works, if the proposed Works:
- (a) are not consistent with the essence or theme of the Community Scheme;
 - (b) conflict with or do not comply with the LTEMP;
 - (c) conflict with or do not comply with the FERP;
 - (d) impact the gas mitigation measures on any Lot, Community Property or Subsidiary Body Property; or
 - (e) do not comply with the Architectural Standards.
- 2.6 To assist the Association Committee with its decision on any plans and specifications, the Association 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 or the Council or both require those changes; and
 - (d) any other relevant information, facts or material.
- 2.7 If the Association Committee does not make a decision within 3 months after receiving all information required to make a decision, then it has not approved the Works.
- 2.8 If the Association Committee approves Works, then that approval does not prevent the Association Committee from disapproving or approving with conditions future Works of the same or similar nature.
- 2.9 For the purpose of this by-law 2:
- (a) a decision by the Association Committee is binding on the party seeking approval; and
 - (b) the party seeking approval expressly waives its rights to any claim or damages in respect of a decision of the Association Committee.

Expert Determination

- 2.10 A party must endeavour in good faith to resolve a dispute under this Management Statement before any action is taken under by-law 2.11.
- 2.11 In the event a person disputes that the Association Committee has properly applied the Architectural Standards in making a determination under this by-law, then upon application by that person or the Association Committee the matter can be referred to an expert determinator as appointed by the President of the Australian Institute of Architects.
- 2.12 A decision of the expert determinator appointed under by-law 2.11, is a decision of the Association Committee and binds all parties.

Conditions of Approval and Bond.

- 2.13 The Association Committee may require an applicant to deposit a bond of a kind and upon conditions acceptable to the Association Committee 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.

- 2.14 Subject to by-law 2.15 any bond lodged under this by-law must be returned to the applicant within 90 days after:
- (a) notification by the applicant of completion of the Works; and
 - (b) request for return of the bond.
- 2.15 If the Association Committee calls on the bond, the Association Committee must return the proceeds of the bond to the applicant after the Association Committee deducts a reasonable amount for any damage that may be caused to Community Property or Subsidiary Body Property as a result of any Works.

Works

- 2.16 Prior to the carrying out of any Works, a party must obtain the necessary approvals in accordance with this by-law.
- 2.17 During the carrying out of any Works, a party must:
- (a) ensure no damage to 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, the Council or other 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.
- 2.18 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 2 have been satisfied.

No Warranty

- 2.19 The Association Committee makes no warranty as to the fitness of Works for their intended purpose by approving plans and specifications submitted to it by a party seeking approval.
- 2.20 If an Owner or Occupier does not comply with this by-law, then the Community Association may exercise its rights under by-law 24.2.

Contractor's Rights

- 2.21 Nothing in this by-law:
- (a) affects the rights of the Contractor under by-law 5 to carry out Development Activities; or
 - (b) imposes an obligation on the Contractor to obtain consent under by-law 2.1 for the purposes of carrying out Development Activities.

3 By Law 3 – External Fixtures

Appearance

- 3.1 A proposal by an Owner or Occupier or a Subsidiary Body to construct, install or maintain on or in a Lot, Community Property or Subsidiary Body Property anything

which can be seen from outside the Lot, Community Property or Subsidiary Body Property is taken to be Works (and may only be carried out in accordance with by-law 2).

Transmitting and Receiving Devices

- 3.2 An Owner or Occupier or Subsidiary Body must not install any television, radio or other radio antenna, dish, tower or any other transmitting and receiving device on a Lot which can be seen from outside the Lot, Community Property or Subsidiary Body Property.

External Shutters

- 3.3 An Owner, Occupier or a Subsidiary Body must not construct, install or maintain on or in a Lot, Community Property or Subsidiary Body Property any shutters, blinds, canopies, awnings, security devices or any external improvement other than security screens and fly screens.

External Equipment

- 3.4 An Owner, Occupier, the Community Association or Subsidiary Body must not install, maintain on or in a Lot, Community Property or Subsidiary Body Property any External Equipment:
- (a) unless the External Equipment was installed by the Contractor or approval of the Association Committee has been obtained under by-law 2;
 - (b) on any balcony of a Lot, on the outside of a building on a Lot;
 - (c) in any area visible from the ground level outside the Lot or any Community Property or Subsidiary Body Property.

Air-conditioning

- 3.5 An Owner or Occupier must not install or maintain any air-conditioning unit;
- (a) on any balcony of a Lot;
 - (b) on the outside of a building on a Lot; or
 - (c) in any area visible from the ground level outside the Lot or any Community Property or Subsidiary Body Property

unless the air-conditioning unit was installed by the Contractor or approval of the Association Committee has been obtained under by-law 2.

- 3.6 The Community Association and each Subsidiary Body must not install or maintain any air-conditioning unit on or in any area of Community Property or Subsidiary Body Property that is visible from the ground level outside a Lot, the Community Property or Subsidiary Body Property.

Retaining Wall

- 3.7 Without limiting this by-law, if an Owner, Occupier or Subsidiary Body wishes to carry out Work that may impact on a Retaining Wall, that person must obtain the written consent of the Association Committee before that person commences the Work.
- 3.8 An application for consent by an Owner, Occupier or Subsidiary Body under by-law 3.7 must include a report from a qualified structural and geotechnical engineer certifying that the proposed Work will not have an adverse impact on any Retaining Wall.

Paving and Concreting

- 3.9 An Owner, Occupier or Subsidiary Body must obtain the approval of the Association Committee for all paving and concreting to be installed in a Lot. Any new or replacement paving and concreting within a Lot must:
- (a) be consistent with the colour, standard and quality provided by the Contractor in the Community Parcel and within Lots surrounding the Community Parcel;
 - (b) not interfere with the gas mitigation measures on the Lot; and
 - (c) comply with the LTEMP.

Shading Screens

- 3.10 Sheeting or shading screens fixed to pergola structures are not permitted if those sheeting or shading screens are visible from Community Property, from Subsidiary Property or from ground level anywhere outside the Lot unless they were installed by the Contractor or they are installed with the consent of the Association Committee.

Security Devices

- 3.11 An Owner, Occupier or Subsidiary Body may install a security alarm and security cameras (**Security Devices**) in a Lot or Subsidiary Property without the consent of the Community Association or Subsidiary Body if:
- (a) the alarm is a “back to base” facility;
 - (b) the alarm is silent;
 - (c) the alarm does not have flashing lights;
 - (d) the installation is not attached to or interfere with Community Property or Subsidiary Body Property;
 - (e) the Security Devices are installed in a good and workmanlike manner by qualified tradespersons;
 - (f) the appearance of the Security Devices is not unsightly and is not likely to cause a nuisance to or interfere with the enjoyment of owners or occupiers
- 3.12 An Owner or Occupier must obtain prior approval of the Subsidiary Body under by-law 2 if the installation of a security alarm is attached to or interferes with Subsidiary Body Property.
- 3.13 If the Association Committee, acting reasonably, determines that a Security Device installed on a Lot is in breach of this by-law the Association Committee may require the Owner or Occupier to remove or rectify the Security Device in compliance with the requirements of by-law 2.16 and 2.17.

Signs

- 3.14 The Contractor is permitted to place signs, placards, banners, notices or advertisements within the Community Scheme while the Contractor is carrying out Development Activities.
- 3.15 Nothing in this by-law:
- (a) affects the rights of the Contractor under by-law 5 to carry out Development Activities; or
 - (b) imposes an obligation on the Contractor to obtain consent under by-law 3.1 for the purposes of carrying out Development Activities.

4 By Law 4 – Maintenance

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

Exterior and Garden Maintenance

4.2 Subject to by-law 4.3, an Owner or Occupier of a Lot must carry out all maintenance and repairs to the exterior of any buildings on the Lot and to all gardens and grassed areas on the Lot (unless such maintenance or repair is the responsibility of a Subsidiary Body):

- (a) in a proper and workmanlike manner;
- (b) promptly;
- (c) to the reasonable satisfaction of the Community Association; and
- (d) in compliance with the Architectural Standards.

4.3 By-law 4.2 applies to any Subsidiary Body with respect to any buildings and all gardens and grassed areas on the Subsidiary Body Property.

Community Association to give notice

4.4 The Community Association may give a notice to an Owner or Occupier or a Subsidiary Body requiring an Owner or Occupier or Subsidiary Body to comply with the terms of this by-law.

4.5 If an Owner or Occupier or a Subsidiary Body does not comply with this by-law, then the Community Association may exercise its rights under by-law 24.2.

Maintenance of Subsidiary Body Property

4.6 Each Subsidiary Body must maintain its respective Subsidiary Body Property:

- (a) in a proper and workmanlike manner;
- (b) regularly;
- (c) to the reasonable satisfaction of the Community Association; and
- (d) in compliance with the Architectural Standards.

PART 2
ASSOCIATION PROPERTY RIGHTS

Amendment to by-laws

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

5 By Law 5 – Contractor’s Rights Over Community Property

Restricted Use Rights

- 5.1 To enable the Contractor to carry out Development Activities, use of the Community Property is restricted to the Contractor on the terms of this by-law 5, for so long as Tanlane is the Owner of a Lot within the Community Scheme.

End of Restricted Use Rights

- 5.2 Restricted use of the whole or a particular part of the Community Property ceases when the Contractor serves a notice on the Community Association informing the Community Association that Development Activities for the Community Property or a particular part of the Community Property have been completed.
- 5.3 Despite by-law 5.2, restricted use of a particular part of the Community Property ceases when Tanlane is no longer the Owner of any Lot within the Community Scheme or a Subsidiary Scheme.

Contractor’s Rights

- 5.4 The Contractor has all rights necessary to enable the Contractor to carry out the Development Activities including the right to:
- (a) unrestricted access by any means and at all times over Community Property;
 - (b) the use of any part of the Community Parcel to 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 the Contractor 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) park motor vehicles and equipment on Community Property;
 - (i) build and use a Display Centre on the Community Property;
 - (j) hold events or functions on the Community Parcel in connection with the selling and leasing of Lots in the Community Parcel; and
 - (k) exercise the rights under this by-law at any time.

Contractor's Obligations

- 5.5 The Contractor must:
- (a) repair any damage occurring to the Community Parcel as a result of Development Activities as soon as practicable after that damage occurs;
 - (b) keep interference with the use by Owners and Occupiers to a minimum so far as is consistent with the Development Activities;
 - (c) maintain any Community Property in respect of which the Contractor has been granted restricted use rights; and
 - (d) on completion of each part of the Development Activities, leave the relevant Community Parcel areas in a clean and tidy condition.

Development Activities

- 5.6 An Owner or Occupier acknowledges that, as a result of the right of the to carry out the Development Activities set out in this by-law, an Owner or Occupier will be subjected to noise and dust (subject to the requirements of Government Agencies) resulting from the Development Activities.

Additional Community Property

- 5.7 As part of the Development Activities, the Contractor may:
- (a) establish the Community Facilities in a development lot; and
 - (b) convert one or more development lots to Community Property on one or more occasions.
- 5.8 If required to do so by the Contractor, the Community Association must consent to the conversion of a development lot or lots to Community Property including:
- (a) passing all necessary resolutions;
 - (b) issuing all necessary certificates; and
 - (c) signing any other documents (including plans) necessary for the conversion to be given effect to and registered;
- 5.9 Each Owner of a Lot must vote in favour of all resolutions necessary to permit the conversion of development lots to Community Property when required by the Contractor.

Levies

- 5.10 There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law 5.

Enquiries

- 5.11 Any matters arising from the restricted use rights granted to Tanlane under this by-law must be referred to the Contractor, as contractor for Tanlane, at first instance.

6 By Law 6 – Community Facilities

The following terms and conditions apply to the use of these Community Facilities:

Swimming Pool Area

- (a) The Swimming Pool Area is available for use by an Owner or Occupier seven days a week between the hours of 8 am and 10 pm or other hours nominated from time to time by the Community Association.
- (b) Children under the age of 12 years of age may use the Swimming Pool Area only if accompanied and supervised by an adult.
- (c) Glass objects, drinking glasses and sharp objects are not permitted in the Swimming Pool Area.
- (d) Running, ball playing, noisy or hazardous activities are not permitted in the Swimming Pool Area.
- (e) Swimming pool equipment must not be interfered with, operated or adjusted except with the approval of the Community Association.
- (f) Permitted Persons may not use the Swimming Pool Area unless they are accompanied by an Owner or Occupier.
- (g) The Swimming Pool Area must be left in a clean and tidy condition and all rubbish removed after use.

Outdoor Gym

- (h) The Outdoor Gym is available for use by an Owner or Occupier seven days a week between the hours of 8 am and sunset.
- (i) Children under the age of 18 years must be accompanied and supervised by an adult.
- (j) The Outdoor Gym may only be used as an outdoor gym except with the written approval of the Community Association.
- (k) Permitted Persons may not use the Outdoor Gym unless they are accompanied by an Owner or Occupier.
- (l) Owners or Occupiers must use a towel when using the Outdoor Gym and wipe clean all surfaces after use.
- (m) The Outdoor Gym must be left in a clean and tidy condition.

BBQ Pavilion

- (n) The BBQ Pavilion is available for use by an Owner or Occupier seven days a week between the hours of 8.00am and 10.00pm.
- (o) Children under the age of 12 years must be accompanied and supervised by an adult.
- (p) The BBQ Pavilion must be left in a clean and tidy condition and all rubbish removed after use.
- (q) Permitted Persons may not use the BBQ Pavilion unless they are accompanied by an Owner or Occupier.

Use by Permitted Persons

- 6.2 Owners and Occupiers of a Lot may be accompanied onto Community Facilities by no more than 5 Permitted Persons per Lot at any one time.

- 6.3 The Association Committee may from time to time by notice to Owners and Occupiers increase or reduce the number of Permitted Persons permitted under by-law 6.2.

Community Association can evict

- 6.4 The Community Association may evict an Owner, Occupier or Permitted Person from the Community Facilities where the Owner, Occupier or Permitted Person uses language or behaves in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to a Permitted Person as determined by the Community Association or behaves inappropriately in some other manner as determined by the Community Association.
- 6.5 If an Owner, Occupier or Permitted Person is evicted from the Community Facilities under this by-law, the Owner, Occupier or Permitted Person:
- (a) may be prevented by the Community Association from using the Community Facilities for a period of one month following the date of such eviction or such other period not exceeding four months, as determined by the Community Association; and
 - (b) must pay to the Community Association any security or other costs of the Community Association in evicting that Owner, Occupier or Permitted Person and costs associated with restricting and reinstating access to the Community Facilities.

Third Party Agreements

- 6.6 The Community Association may enter into agreements with third parties in respect of the Community Association's obligations in respect of the Community Facilities.

Public Health Order

- 6.7 The Community Association may temporarily close or restrict access to and the use of Community Facilities in compliance with any Public Health Order.
- 6.8 If the Community Association temporarily closes Community Facilities in accordance with by-law 6.7 then the Community Association must place a notice of closure on the notice board on Community Property.

7 By Law 6.8 – Open Space Areas

Open Space Areas

The following terms and conditions apply to the use of the Open Space Areas:

- (a) the Open Space Areas are available for use by an Owner or Occupier seven days a week between the hours of 8 am and 10 pm or other hours nominated from time to time by the Community Association;
- (b) children under the age of 12 years of age may use the Open Space Areas only if accompanied and supervised by an adult;
- (c) the consent of the Community Association is required to hold functions in or around the Open Space Areas;
- (d) the Community Association may evict an Owner, Occupier or Permitted Person from the Open Space Areas where the Owner, Occupier or Permitted Person uses language or behaves in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to a Permitted Person as determined

by the Community Association or behaves inappropriately in some other manner as determined by the Community Association;

- (e) Permitted Persons may not use the Open Space Areas unless they are accompanied by an Owner or Occupier.

Third Party Agreements

- 7.2 The Community Association may enter into agreements with third parties in respect of the Community Association's obligations in respect of the Open Space Areas.

Public Health Order

- 7.3 The Community Association may temporarily close or restrict access to and the use of Open Space Areas in compliance with any Public Health Order.
- 7.4 If the Community Association temporarily closes Open Space Areas in accordance with by-law 7.3 then the Community Association must place a notice of closure on the notice board on Community Property.

PART 3
MANDATORY MATTERS

8 By Law 8 – Community Property

Maintenance of Community Property

- 8.1 The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Property.

Use of Community Property

- 8.2 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.

- 8.3 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 any 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.

- 8.4 An Owner or Occupier must:

- (a) not interfere with or damage the Community Property; and
- (b) compensate the Community Association for any damage caused to the Community Property while that Owner or Occupier (or a Permitted Person on the Community Parcel with the consent of that Owner or Occupier) uses the Community Property.

- 8.5 This by-law is subject to the rights of the Contractor under by-law 5.

9 By Law 9 – Community Open Space

Maintenance of Community Open Space

- 9.1 The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Open Space.

Use of Community Open Space

- 9.2 The Community Open Space is available for use by an Owner or Occupier seven days a week between the hours of 8 am and 10 pm or other hours nominated from time to time by the Community Association.
- 9.3 Children under the age of 12 years of age may use the Community Open Space only if accompanied and supervised by an adult.
- 9.4 The consent of the Community Association is required to hold functions in or around the Community Open Space.
- 9.5 The Community Association may evict an Owner, Occupier or Permitted Person from the Community Open Space where the Owner, Occupier or Permitted Person uses language or behaves in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to a Permitted Person as determined by the Community Association or behaves inappropriately in some other manner as determined by the Community Association.
- 9.6 Permitted Persons may not use the Community Open Space unless they are accompanied by an Owner or Occupier.

Third Party Agreements

- 9.7 The Community Association may enter into agreements with third parties in respect of the Community Association's obligations in respect of the Community Open Space.

Public Health Order

- 9.8 The Community Association may temporarily close or restrict access to and the use of Community Open Space in compliance with any Public Health Order.
- 9.9 If the Community Association temporarily closes Community Facilities in accordance with by-law 9.8 then the Community Association must place a notice of closure on the notice board on Community Property.

10 By Law 10 – Accessways

No part of the Community Property has been set apart as an accessway under the Development Act.

11 By Law 11 – Internal Fencing

Restrictions on Construction

- 11.1 If an Owner, Occupier or Subsidiary Body proposes to construct or replace a fence on a Lot or Subsidiary Body Property, in addition to the approval of the Association Committee, an Owner or Occupier or Subsidiary Body must obtain the consent of:
- (a) the relevant Subsidiary Body (where an Owner or Occupier proposes to construct or replace a fence on Subsidiary Body Property); and
 - (b) if required the Council or other Government Agency.

External & Internal

- 11.2 Subject to by-law 11.3, the Dividing Fences Act 1991 applies to any external and internal boundary fences erected within the Community Scheme.

- 11.3 An Owner must not request that Tanlane or the Contractor contribute towards costs of the erection of an internal boundary fence if Tanlane is the owner of the relevant adjoining Lot.

Architectural Standards

- 11.4 A fence erected within the Community Parcel must comply with the Architectural Standards.

Community Property and Subsidiary Body Property Fencing

- 11.5 The Community Association is responsible for the maintenance and replacement of fencing of Community Property.
- 11.6 A Subsidiary Body is responsible for the maintenance and replacement of common fences between Community Property and Subsidiary Body Property.
- 11.7 By-law 11.5 does not apply if a person using Community Property damages the fencing.

12 By Law 12 – Garbage

General Obligations

- 12.1 Each Owner and Occupier must secure and store that person's container for garbage and recyclable materials ("container") so that it:
- (a) is hidden from view from outside the Lot; and
 - (b) does not emit odours.
- 12.2 Each Owner and Occupier may place that person's container, on the nominated garbage collection days at the front of that Owner or Occupier's Lot or in other locations nominated by the Council or the Community Association
- 12.3 An Owner or Occupier must ensure that person's container is visible from outside that Lot for the minimum time that will permit garbage collection on the nominated garbage collection days which must not exceed 12 hours.

Cleaning Up Spills

- 12.4 An Owner or Occupier must clean up any spillage of garbage or recyclable material on Community Property or Subsidiary Body Property which is caused by that Owner or Occupier.

Rules

- 12.5 An Owner or Occupier must comply with any rules or by-laws about garbage collection and the recycling of garbage made by:
- (a) Council;
 - (b) the Community Association; or
 - (c) if the Owner or Occupier's Lot is a Lot in a Subsidiary Scheme, the relevant Subsidiary Body.

13 By Law 13 – Services

Private Services provided by the Community Association

- 13.1 In addition to its powers under the Management Act, the Community Association has the power for itself and for Owners Corporations to:
- (a) provide Private Services to Owners Corporations, Owners or Occupiers as shown on the Services Plan;
 - (b) arrange for the installation and maintenance of Service Lines to provide Private Services; and
 - (c) make agreements with persons to monitor or provide Private Services.

Statutory easement

- 13.2 It is not intended to create statutory easements in accordance with section 34 of the Development Act.

Installation and maintenance of Services

- 13.3 The Community Association is responsible for and must maintain Private Services and associated Service Lines installed at the time of registration of the Community Plan and that may be installed after registration of the Community Plan.
- 13.4 Service Lines may not be installed in the position shown on the Services Plan. If this happens, Community Association members, Owners Corporations and Owners must allow the Community Association to register another plan as an amendment to this Management Statement.

14 By Law 14 – Insurance

- 14.1 The Community Association must take out insurances required under the Management Act including the following 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 could become liable in damages;
 - (d) against damages for which the Community Association could become liable because of work done by a voluntary worker;
 - (e) to cover accidental injury to, or accidental death of, a voluntary worker;
 - (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; and
 - (g) insurances required to be taken out in the by-laws in Part 5 of this Management Statement, if any.
- 14.2 The Community Association must review, on an annual basis:
- (a) all of its insurance; and
 - (b) the need for new or additional insurances.

- 14.3 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.
- 14.4 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.
- 14.5 An Owner or Occupier must obtain the written approval of the Community Association before it does anything that might:
- (a) void or prejudice the Community Association's insurance; or
 - (b) increase any insurance premium which the Community Association pays.

15 By Law 15 – Association Committee

Constitution

- 15.1 The Association Committee must be established under the Management Act.
- 15.2 The officers of the Association Committee are the secretary, treasurer and chairperson.

Functions of the Secretary

- 15.3 The functions of the secretary of the Association Committee include:
- (a) convening meetings of the Community Association and the Association Committee;
 - (b) preparing and distributing minutes of meetings of the Community Association and the Association Committee;
 - (c) giving a notice on behalf of the Community Association and the Association Committee required to be given under the Management Act;
 - (d) maintaining the Community Association roll;
 - (e) supplying certificates setting out details of insurances, contributions and other matters under division 1 of part 9 of the Management Act;
 - (f) answering communications addressed to the Community Association or the Association Committee;
 - (g) performing administrative or secretarial functions on behalf of the Community Association and the Association Committee; and
 - (h) keeping records under division 1 of part 10 of the Management Act.

Functions of the Treasurer

- 15.4 The functions of the treasurer of the Association 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, insurances and other matters under division 2 of part 10 of the Management Act;

- (d) keeping prescribed accounting records as required under division 4 of part 5 of the Management Act; and
- (e) preparing financial statements as required under division 3 of part 5 of the Management Act.

Function of the Chairperson

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

Sub-Committees

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

No Remuneration

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

Protection of Association Committee members from liability

- 15.8 A member of the Association 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 Association Committee.
- 15.9 By-law 15.8 does not apply if a member is fraudulent or negligent.

16 By Law 16 – Meetings

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

Right of Owner to Attend Meetings

- 16.2 An Owner or, if the Owner is a corporation, the Owner's nominee, may attend a meeting of the Association Committee.
- 16.3 That Owner may address the meeting only if the Association Committee passes a resolution authorising the person to do so.

Meeting at Request of Members

- 16.4 The secretary must convene a meeting as soon as practicable after receiving a qualified request.
- 16.5 Subject to by-law 16.4, the secretary must convene the meeting within the period of time specified in the request.
- 16.6 The members must give the secretary more than 7 days to convene the meeting.
- 16.7 If no time is specified in the request, then the secretary must convene the meeting within 14 days of receiving the request.
- 16.8 If the secretary is absent, a member of the Association Committee must convene the meeting.

Out of Meeting Determinations

- 16.9 Subject to section 38(3) of the Management Act, a resolution is valid as if it had been passed at a duly convened meeting of the Association 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 Association 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 Association Committee.

Notices and Minutes of Meetings

- 16.10 Before each Association Committee meeting, the Association Committee must prepare an agenda for the meeting. This agenda must list the business that the Association Committee will deal with at the Association Committee meeting.
- 16.11 At least 72 hours before a meeting of the Association Committee, the Association 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.
- 16.12 If the Community Association has placed a notice board on Community Property, then the Association Committee will have complied with by-law 16.10 if it ensures that the agenda and notice of the meeting are placed on the notice board at least 72 hours before the meeting.
- 16.13 The agenda must list the business that the Association Committee will deal with at the meeting.
- 16.14 The secretary must ensure that:
 - (a) minutes of the Association Committee are sent to each member of the Community Association within 7 days of the meeting; and
 - (b) that the following are properly kept:
 - (i) agendas and minutes of meetings of the Association Committee;

- (ii) records of decisions of the Association Committee; and
- (iii) records of notices.

16.15 If the secretary is absent, then the chairperson must ensure that the Association Committee complies with by-law 16.14.

17 By Law 17 – Amounts Payable

17.1 An Owner 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 this Management Statement in relation to the Owner or Occupier.

17.2 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.

17.3 Nothing in this by-law prevents the Community Association from recovering any amount exceeding interest calculated under this by-law as a consequence of any amount not being paid when due.

17.4 A certificate signed by the Community Association, its Managing Agent or the secretary of the Association Committee about a matter or a sum payable to the Community Association is prima facie evidence of:

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

PART 4
OPTIONAL MATTERS

Amendments to by-laws

These by-laws may only be amended or revoked by a special resolution of the Community Association (see section 14(3)(c) of the Management Act).

18 By Law 18 – Behaviour of Owners, Occupiers and Permitted Persons

Noise

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

Children

- 18.3 An Owner or Occupier 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; and
 - (b) 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

- 18.4 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 or any other Permitted Person.

19 By Law 19 – Subsidiary Body Property

- 19.1 An Owner or Occupier may only do the following to Subsidiary Body Property if that Owner or Occupier first obtains the written approval of that Subsidiary Body (or the Community Association instead if the Community Association has been granted restricted use rights in respect of that Subsidiary Body Property):
- (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 purposes;
 - (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.

19.2 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 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 interfere unreasonably with the use and enjoyment of the Subsidiary Body Property by another proprietor or occupier or a Permitted Person.

20 By Law 20 – Washing

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

- (a) on any balcony of a Lot, on the outside of a building on a Lot or the outside of a building containing a Lot other than a clothes line affixed to the outside of a building;
- (b) in any area visible from any Community Property or Subsidiary Body Property, road, footpath, parks and the like about the Community Parcel; and
- (c) on any part of the Community Parcel or Subsidiary Body Property.

21 By Law 21 – Storage of Flammable Liquids

21.1 Subject to by-law 21.2, an Owner or Occupier may only 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.

21.2 By-law 21.2 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.

22 By Law 22 – Keeping of Animals

Community Scheme & Neighbourhood Scheme

22.1 Subject to by-law 22.2, if an Owner or Occupier keeps 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; and
- (d) is liable to the Owners and Occupiers of other Lots and each other person lawfully on the Community Parcel for:
 - (i) any noise which is disturbing to an extent which is unreasonable;
 - (ii) for damage to or loss of property or injury to any person caused by the animal; and
 - (iii) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Community Parcel.

22.2 An Owner or Occupier must not bring any animal into the Community Facilities.

22.3 This by-law applies to any Permitted Person or visitor to the Community Parcel.

23 By Law 23 – Parking Restrictions

23.1 Subject to by-law 23.2, an Owner or Occupier must not park a Vehicle on the Community Parcel.

23.2 Subject to by-law 23.3, an Owner or Occupier 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; or
- (c) in an area on Subsidiary Body Property designated by the Subsidiary Body as being an area where a Vehicle may be parked.

However, only registered motor vehicles may be parked in front of the building line of a lot as fixed by Council.

23.3 An Owner or Occupier must not park:

- (a) a Vehicle:
 - (i) in the verge;
 - (ii) in the front yard of the Lot unless the Vehicle is parked on the actual driveway;
- (b) a boat, trailer, caravan or any other towable item on any part of that Owner's or Occupier's Lot which is visible from the streets or any other public places (including the road).or park on a road.

23.4 No Vehicles (including trucks) with a gross weight in excess of 2 tonnes are permitted to stand on any part of a lot, road or in the Community Parcel.

Repairs

23.5 An Owner or Occupier must not undertake repairs to any Vehicles on Community Property or on any part of a Lot that is visible from outside that Lot, Community Property or Subsidiary Body Property.

24 By Law 24 – Community Association’s Rights and Obligations

Contracts

- 24.1 The Community Association may, on its own behalf or on behalf of each 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 the Owners or Occupiers; and
 - (c) Services or amenities to Community Property or Subsidiary Body Property.

Remedy

- 24.2 The Community Association may do anything on a Lot:
- (a) which should have been done by an Owner or Occupier under this Management Statement but which has not been done or has not been done properly; or
 - (b) to comply with this Management Statement, including remedying, removing or restoring anything on that Lot which breaches this Management Statement.
- 24.3 If by-law 24.2 applies, the Community Association is entitled to:
- (a) enter and remain on the Lot for as long as it is necessary; and
 - (b) recover any costs associated with carrying out works under this Management Statement from the Owner of the Lot.

Trading Activities

- 24.4 The Community Association may, for the purpose of exercising and performing its functions, carry on a business or trading activity.
- 24.5 If the Community Association carries on business or trading activity, then the Community Association:
- (a) must pay into the capital works 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 capital works fund of the Community Association;
 - (c) must levy each member for a contribution to meet expenses associated with 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.
- 24.6 If the Community Association suffers a net loss from carrying on its business or trading activities, then the Community Association must impose a levy on each member for a contribution to the capital works fund in order to meet the amount of the net loss.

Not Liable for Damage

- 24.7 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.
- 24.8 By-law 24.7 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

- 24.9 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 Association Committee.

25 By Law 25 – Obligations of Owners and Occupiers

Compliance with Requirements, Orders and Notices

- 25.1 An Owner or Occupier must comply on time with:
- (a) each requirement and orders of each 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 Government Agency.

Contractors

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

Use

- 25.3 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 indecent conduct or any entertainment of an immoral character;
 - (b) engage in any illegal conduct or activity;
 - (c) display any artwork which is visible from the Community Property, Subsidiary Body Property or a road;
 - (d) display holiday lights and/or decorations during the period 1 February to 30 November each year; or
 - (e) erect or display any signage;
 - (f) store any items which are visible by the public (including visible from any roads);
 - (g) do anything that might damage the good reputation of the Community Scheme.
- 25.4 (a) An Owner or Occupier must not, except with the approval of the Community Association:
- (i) roller blade;
 - (ii) skateboard; or
 - (iii) play basketball or any organised sport games, on Community Property or Subsidiary Body Property.
- (b) For the purpose of this by-law, the Community Association is deemed to approve an Owner or Occupier to engage in any fitness activities in the Outdoor Gym.

Permitted Persons

- 25.5 An Owner or Occupier must take all reasonable steps to ensure that a Permitted Person complies with this Management Statement.
- 25.6 If an Owner or Occupier cannot comply with by-law 25.5, 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.
- 25.7 If this Management Statement prohibits an Owner or Occupier from doing a thing, the Owner or Occupier must not allow or cause another person to do that thing.
- 25.8 An Owner or Occupier must compensate the Community Association for any loss or damage to the Community Parcel that is caused or contributed to by a Permitted Person on the Community Parcel with the consent of that Owner or Occupier.

Lessees/Licensees

- 25.9 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

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

26 By Law 26 – Rules

- 26.1 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.
- 26.2 The Rules must be consistent with:
- (a) the Management Act;
 - (b) the Development Act;
 - (c) all Laws;
 - (d) this Management Statement; or
 - (e) the terms of the Development Consent.
- 26.3 The Rules bind an Owner, Occupier, mortgagee in possession of a Lot, lessee of a Lot, Permitted Person and each Subsidiary Body.

27 By Law 27 – Community Management Services Agreement

Entry during Initial Period

- 27.1 The Community Association during the Initial Period intends to enter into an agreement.

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

Parties

27.3 The parties to the agreement will be:

- (a) the Community Association; and
- (b) a person nominated by the Contractor as Manager.

Term

27.4 The term of the agreement will be 1 year.

Duties

27.5 The duties of the Manager may include:

- (a) the usual administrative managing agent duties, including:
 - (i) convening and chairing meetings of the Community Association;
 - (ii) the preparation and arrangement of insurance policies, valuations and renewals;
 - (iii) the preparation and distribution of notices and minutes and the provision of secretarial services for general and extraordinary general meetings and Association Committee meetings;
 - (iv) the enforcement of the by-laws of the Community Association;
 - (v) the conduct of dispute resolution procedures;
 - (vi) the provision of accounting services;
- (b) the supervision of the cleaning, caretaking, security, supervision, service, general repair and maintenance or renewal and replacement of:
 - (i) Community Property;
 - (ii) Subsidiary Body Property use of which is restricted to the Community Association; or
 - (iii) any personal property vested in the Community Association; and
- (c) any other matter, activity or thing which the Manager and the Community Association agrees is necessary or desirable for the operational and management of the Community Association.

Remuneration

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

Assignment

27.7 The Manager has the right at any time to assign its rights under the agreement to a respectable and responsible assignee.

Termination

27.8 The agreement may be terminated by the Community Association if the 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

- 27.9 After the 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 Manager set out in by-law 27.5.

28 By Law 27 – Retaining Walls

- 28.1 Each Burdened Owner must:

- (a) allow the Lot of the relevant Burdened Owner to be supported by the Lot of the Burdened Owner; and
- (b) not do anything which will detract from the support provided to the Lot of the Benefitted Owner.

- 28.2 A Burdened Owner must permit a Benefitted Owner to do anything reasonably necessary to permit the Benefitted Owner to maintain, repair and replace a Retaining Wall, including permitting the Benefitted Owner to enter the Lot of the Burdened Owner at reasonable times and on reasonable notice and remain there for reasonable periods of time for that purpose, including:

- (a) carrying out work on the Lot of the Burdened Owner to ensure that support is maintained to the Lots Benefitted, including additional supporting works reasonably necessary; and
- (b) entering the Lot of the Burdened Owner with or without tools and equipment and remaining there for any reasonable period of time for that purpose.

- 28.3 In exercising its rights under by-law 28.2 a Benefitted Owner must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the Owner or Occupier of the Burdened Lot;
- (c) cause as little damage as is practicable; and
- (d) make good any collateral damage.

- 28.4 If a Benefitted Owner does not maintain the Retaining Wall providing support to the Lot of the Benefitted Owner, the Community Association or Council may, at the cost of the Benefitted Owner, do anything reasonably necessary for the purpose of exercising its rights under this by-law, including:

- (a) carrying out work on the Lot of the Burdened Owner to ensure that support is maintained to the Lot of the Benefitted Owner, including additional supporting works reasonably necessary; and
- (b) entering the Lot of the Burdened Owner with or without tools and equipment and remaining there for any reasonable period of time for that purpose.

- 28.5 In exercising its rights under by-law 28.4, the Community Association or Council must:

- (a) ensure all work is done properly;

- (b) cause as little inconvenience as is practicable to the Owner or Occupier of the Burdened Lot;
- (c) cause as little damage as practicable; and
- (d) make good any collateral damage.

PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

Amendments to by-laws

These by-laws have been made at the request of a public authority. These by-laws may only be amended or revoked:

- (a) by special resolution of the Community Association; and
- (b) with the consent of the Public Authority.

29 By Law 29 – LTEMP

29.1 The Community Association must:

- (a) on its own behalf and on behalf of each Owner and Subsidiary Body implement the LTEMP;
- (b) carry out any ongoing management, repair and maintenance of the Community Parcel, Lot and Subsidiary Parcel in accordance with the LTEMP; and
- (c) arrange periodic inspections of the Community Parcel by an independent, competent and suitably qualified environmental consultant or geotechnical engineer to confirm that the overall integrity of the cap has not been compromised and that the capping system and gas mitigation systems remain functional and comply with the requirements of the LTEMP.

29.2 The Community Association and each Owner and Subsidiary Body must comply with the LTEMP.

29.3 The Community Association has the power to do anything on a Lot that an Owner has done in breach of the LTEMP or should have done in accordance with the LTEMP which the Owner has not done or has not been done properly.

29.4 If by-law 29.3 applies, the Community Association must give the Owner a written notice specifying when it will need to enter the Lot to do the work. The Owner:

- (a) must or must procure the Occupier to give the Community Association (or persons authorised by it) access to the Lot according to the notice and at the Owner's cost;
- (b) must pay the Community Association its costs for doing the work; and
- (c) indemnifies the Community Association against all claims and liability caused by or as a result of the Owner's failure to comply with the LTEMP.

29.5 This by-law 29 may not be amended or revoked without the consent of Council.

30 By Law 30 – FERP

30.1 The Community Association is responsible for implementing the FERP.

30.2 The Community Association must:

- (a) ensure that a copy of the FERP is provided to each Owner and Occupier;
- (b) arrange annual mock flood evacuation training for all Owners and Occupiers; and
- (c) review and keep the FERP updated in accordance with by-law 30.3.

- 30.3 The FERP must be amended as required by the relevant Authorities and to comply with relevant laws including as required under the FERP.
- 30.4 This by-law 30 not be amended or revoked without the consent of Council.

SIGNATURES, CONSENTS AND APPROVALS

Execution by the original proprietor

Signed by

as attorney for **Tanlane Pty Limited**

under power of attorney

Book

No.

in the presence of:

Witness

Print name

Print address and occupation of witness

Attorney

Name

Position Held

Attorney

Name

Position Held

Certificate of Approval

It is certified:

- (a) that the consent authority has approved of the development described in Development Application No DA-24/2017 dated 24 June 2020; and
- (b) that the terms and conditions of this management statement are not inconsistent with that development as approved.

Date:

Execution of consent authority

Schedule 1 – Georges Cove Residences

Architectural Standards

1. Height Restrictions

Dwellings or any other structures on a Lot must not exceed 2 storeys in height.

2. External Structures

External structures and fixtures (eg, air conditioning, garden shed, gazebos, ponds, pools, clothes lines, blinds, canopies, awnings, security devices, satellite dishes or other external improvements) are not permitted if those external structures and fixtures are visible from Community Property (other than those originally installed by the Contractor).

3. Roofs and Pergolas

Sheeting or shading screens fixed to pergola structures are not permitted if those sheeting or shading screens are visible from Community Property.

4. Security Screens

Security screens and flyscreen doors or windows may be installed on dwellings. The design is to be of a simple nature without internal patterns (eg 'Crimsafe' stainless steel security mesh or similar). The colour of the frame of the security screen and flyscreen doors and windows must match the powdercoated finish of the window of the dwelling within that Lot as installed by the Contractor.

The colour of the frame of any flyscreen attached to any window of a dwelling that is visible from the Community Property must match the colour of the window installed by the Contractor and to which that flyscreen is attached.

Security roller shutter devices or similar devices are not permitted to be installed over windows or doors.

5. Community Landscaping

Any replacement planting on Community Property must be consistent with the originally selected species of planting supplied and installed by the Contractor on the Community Property.

6. Private Gardens

The Owner or Occupier of each Lot must maintain any garden within their Lot. If the garden of any Lot is visible from the Community Property, the Owner or Occupier must maintain the garden to the standard and style of garden installed within that Lot by the Contractor and to the satisfaction of the Community Association.

Any replacement planting in gardens within a Lot and visible from Community Property must be consistent with the style, species and density of planting supplied and installed by the Contractor in the Community Parcel and within lots surrounding the Community Parcel.

7. Paving and concrete

An Owner or Occupier must not install paving or concrete within that Owner or Occupier's Lot in addition to that paving or concrete installed by the Contractor if that paving or concrete is in a position that is visible from Community Property.

Any new or replacement paving or concrete with a Lot must be consistent with the colour, standard and quality as that installed within that Lot by the Contractor.

8. Colour Schemes

External colours and materials used on any dwelling or structure within a Lot must be consistent with the colour, quality and finish of the materials that applied as at the date of registration of the Community Plan.

9. Fencing

Any new or replacement fencing within a Lot must be consistent with the colour, standard and quality as installed with the Lot by the Contractor.

Colorbond fences or similar metal finishes are not permitted.

Inter-allotment fences are to be a maximum 1.8m high lapped and capped timber fence.

Front and side fences (to a secondary boundary) are to be at least 50% open batten type fencing.

Schedule 2 – LTEMP

Schedule 3 – FERP

Schedule 4 – Services Plan (works to be executed)