



LIBERTY
GROVE

*the lifestyle of
the new millennium*

Community Association - DP No. 270137 “Liberty Grove”

Community Management Statement

Introduction

This document replaces the Liberty Grove Community Association DP 270137 Community Management Statement dated 17 July 1997 in its entirety. It includes all approved and registered amendments to the original up to and including 13 November 2018.

Warning

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

Compliance with the requirements of this Management Statement does not remove the need to obtain the relevant consents from the Council of Canada Bay or any other statutory approvals. This Management Statement should be read with reference to Part 12.

1 Development By-Laws

Preface

The By-Laws in this Part 1 relate to the control and preservation of the essence or theme of the Community Scheme and as such may only be amended or revoked by a unanimous resolution of the Association (see section 17(2) of the Community Land Management Act 1989).

1.1 What do the Standards apply to

The Architectural, Building and Landscaping Standards apply to:

- (a) Community Property;
- (b) a Community Development Lot; and
- (c) a Strata Lot.

1.2 Who is bound by the Standards

Architectural, Building and Landscaping Standards bind:

- (a) the Association;
- (b) each Proprietor or Occupier;
- (c) each mortgagee in possession of a Lot; and
- (d) each lessee of a Lot.

1.3 Changing the Standards

- (a) The Association may add to or alter the Architectural, Building and Landscaping Standards from time to time by Unanimous Resolution of the Community Association.
- (b) Any changes to the Architectural, Building and Landscaping Standards relating to height, dwelling density, setbacks, open space, floor space ratio, site coverage, reduction in parking and quantum of landscaping must be subject to the Council's written consent.

1.4 Display of Changes

If the Association adds to or alters the Architectural, Building and Landscaping Standards, the Association must display a copy of the additions or alterations on notice boards on the Community Property within a reasonable time and make copies available on request.

1.5 The Architectural and Building Standards

Architectural and Building Standards relate to the overall development and are aimed at discouraging poor construction and maintenance. Theme and style have been established by the Original Proprietor and any future development or construction must have regard to these standards.

The Association will have due regard to the following Standards:

- (a) Architecture is to be of a contemporary style reflecting the nature of the development.
- (b) Only residential development is permitted with the exception of a limited amount of supporting retail such as a general store and post office.
- (c) The development may comprise:
 - (1) Two storey (maximum) houses and townhouses.
 - (2) Modern low-rise apartment buildings having a maximum height of 3 residential floors with basement car parking.
 - (3) Modern high rise apartment buildings having a maximum height of 10 storeys with basement car parking.
 - (4) Community facilities (constructed on Community Property and Community Development Lots).
 - (5) Retail facilities; and
 - (6) such other components as Council may approve.
- (d) Facades must generally be of masonry construction featuring cement render, cement bagging or face brickwork. Some light frame construction should be permitted however this is to be limited in scale and nature and must have a rendered finish to match masonry style,
- (e) Roofs are generally to be tiled and have a minimum pitch of 22.5°. Flat metal deck roofing should be limited to secondary structures (such as garages, sheds, garbage bays, etc) and be of a colour consistent with the primary structure.
- (f) Location of buildings should have due regard to issues of solar access and over-shadowing.
- (g) External doors should be of timber construction with a painted or stained finish.
- (h) Windows should be high quality timber or aluminium (with powder-coat finish). Proportions and detailing should be in keeping with the overall theme.
- (i) Whilst no colours are specifically unacceptable, all exterior colours should reflect the overall architectural nature of the development.
- (j) All service conduits and or pipes must be concealed within the structure with the exception of downpipes. Service areas such as garbage bays, air-conditioning units, clotheslines, meter boxes and the like should be screened from view wherever possible.
- (k) Generally, where elements have been included and constructed by the Original Proprietor, future construction should comply consistently with that standard including elements such as signage, exterior lighting systems and fittings, path material, open space furnishings, fencing and road pavements.

1.6 Landscape Standards

Landscape Standards relate to quality and positioning of plants, fences and landscape features and must have due regard to the matters set out below:

(a) **Site Planning**

- (1) Standards must represent a "whole of site" concept as represented by the Landscape Masterplan held by the Association and as approved by the Council.
- (2) The concept of integrated open space must be preserved. Whilst all landscaping components differ in treatment, use and scale, they are not mutually exclusive and must knit together to form a recognisable framework of major and minor parks linked with pedestrian access ways.

(b) **Plant Material**

The Association must retain a "Reference List" of approved and preferred plant species that relate to:

- (1) site entries;
- (2) major avenues;
- (3) minor avenues;
- (4) roundabouts;
- (5) village green;
- (6) recreational open space;
- (7) bicycle path;
- (8) minor parks; and
- (9) high rise podiums.

The Reference List may only be amended with the consent of the Executive Committee.

(c) **Fencing**

The erection of any fencing not provided by the Original Proprietor must have written permission of the Executive Committee who will have due regard to positioning, site planning, construction method, material and visual intrusion to Community Property.

(d) **Tree Planting**

A Proprietor or Occupier of a Lot must obtain the written permission of the Executive Committee, who will have due regard to the "Reference List", before any species of tree or shrub that has a fully matured height of greater than 1.5 metres is planted.

1.7 Building Plans and Specifications

(a) No building may be constructed or altered on any Community Development Lot unless:

- (1) the Executive Committee has approved in writing plans and specifications (including any amendment to any previously approved plans and specifications) for the construction or alteration; and
- (2) the construction or alteration is carried out in accordance with the plans and specifications approved under By-Law 1.7(c).

(b) Applications for approval must be submitted to the Executive Committee in writing and must include the following:

- (1) two copies of the plans and specifications which show, without limitation, the building design showing in particular the roof pitch, sitting and use of building materials and external colours;
- (2) two copies of a landscaping plan including the specifications of an irrigation system for watering gardens and lawns;
- (3) a schedule of external colour schemes and materials; and
- (4) any other information specified by the Executive Committee.

(c) The Executive Committee may give its approval (whether with or without conditions) if the plans and specifications submitted strictly conform with the Architectural, Building and Landscaping Standards.

1.8 Landscaping Requirements

- (a) Landscaping in a Community Development Lot must generally comply with:
 - (1) the Landscaping Standards; and
 - (2) the plan and specification approved by the Executive Committee under By-Law 1.7(c).
- (b) Unless otherwise approved by the Executive Committee, a Proprietor must not plant or allow to remain on the Community Parcel any plants, shrubs, trees or lawn other than Preferred Plant Species.

1.9 Aerials and Solar Energy Devices Requirements

A Community Development Lot or the Community Property must not have attached to the exterior of any structure on it:

- (a) any television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device;
- (b) any solar energy collector panels and equipment associated with them;
- (c) any energy conservation equipment; or
- (d) a solar hot water system and equipment associated with such a system,

unless prior written approval of the Executive Committee has been obtained, such approval not to be unreasonably withheld.

1.10 Signage Requirements

- (a) Unless otherwise approved by the Executive Committee, a Proprietor or Occupier must not fix or place any sign, placard, banner, notice or advertisement:
 - (1) on the outside of any building;
 - (2) on any structure erected on a Lot; or
 - (3) on any open space area of a Lot.
- (b) This By-Law does not prohibit a Proprietor from erecting signs for selling and leasing of the Lot after the expiry of the Initial Period.
- (c) Any signs for selling and leasing must be removed after a period of 7 days post settlement.
- (d) A Proprietor must not fix or place any sign, placard banner, notice or advertisement on Community Property or Common Property.

1.11 Fencing

- (a) A Proprietor or Occupier may only erect or maintain a fence if all of the following are complied with:
 - (1) the fence accords with the Landscape Standards;
 - (2) the fence is not higher than 1.6 metres in height above natural ground level;
 - (3) the fence is wholly within the Proprietor's or Occupier's Lot or on the common boundary between Lots, subject to the Dividing Fences Act 1991; and
 - (4) prior approval of the Executive Committee has been obtained.
- (b) A Proprietor or Occupier of a freehold Lot must not, without written permission of the Executive Committee and with due regard to the Landscape Standards, erect a fence:
 - (1) in front of the building alignment of the house or townhouse; or
 - (2) along the side boundary from the front of the Lot to the building alignment

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- (c) Subject to the Dividing Fences Act, 1991, the Proprietor or Occupier of each Lot is responsible for all costs associated with the erection or maintenance of any fence on its Lot or common boundary between Lots and must keep the fence clean and tidy and in good repair and condition.
 - (d) Neither the Association nor any Subsidiary Body has any obligation in relation to the provision of, or payment for internal fencing on the Community Parcel.

1.12 Things Not in Keeping

The Proprietor or Occupier of a Lot must not, except with the approval of the Executive Committee, construct, install or maintain on or in a Lot anything which can be seen from outside the Lot and which, in the reasonable opinion of the Association, is not in keeping with the Building or Landscaping Standards.

2 Maintenance

2.1 Maintenance of Building

- (a) The Proprietor or Occupier of a Lot other than a Strata Lot must keep the Lot, including, without limitation, the exterior of the building on the Lot, clean and tidy and in good repair and condition.
- (b) The Proprietor or Occupier of a Lot other than a Strata Lot must carry out all maintenance and repairs to the exterior of the building on the Lot in a proper and workmanlike manner to the reasonable satisfaction of the Association using materials of the same or similar quality and colour as those used in the construction of the building.
- (c) The Proprietor or Occupier of a Strata Lot must keep the Lot:
 - (1) clean and tidy; and
 - (2) in good repair and condition.
- (d) The Association may give notice to the Proprietor or Occupier of a Lot requiring that Proprietor or Occupier to comply with the terms of this By-Law.

2.2 Maintenance of Landscaped Areas

- (a) The Proprietor or Occupier of a Lot other than a Strata Lot must keep the landscaped areas of the Lot clean and tidy and in good repair and condition.
- (b) The Proprietor or Occupier of a Lot other than a Strata Lot must carry out all maintenance and repairs to the landscaped areas in a proper and workmanlike manner to the reasonable satisfaction of the Association.
- (c) The Proprietor or Occupier must maintain the garden and lawn of its Lot at a high standard. All lawns must be regularly mown and the lawn edges must be regularly trimmed.
- (d) The Association may give notice to the Proprietor or Occupier of a Lot requiring that Proprietor or Occupier to comply with the terms of this By-Law.

2.3 Association to enter and do work

- (a) If the Proprietor or Occupier of a Lot fails to do anything required by any By-Law in this Part:
 - (1) The Association may give the Proprietor or Occupier of the Lot a notice of non-compliance.
 - (2) If the Proprietor or Occupier fails to remedy the non-compliance one month after the date of notice, the Association may give the Proprietor or Occupier seven days' notice of its intention to enter and carry out any work on the Lot so as to enable compliance with the By-Laws.

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- (3) The Association may at the cost of the Proprietor of the Lot enter the Lot at any time after a notice of intention in By-Law 2.3(a)(2) is given to carry out the work and may remain on the Lot so long as necessary until the required work is completed.
 - (b) The Association may recover any costs incurred under this By-Law as a debt from the Proprietor of the Lot.
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3 Restricted Community Property

The By-Laws in this Part 3 may only be amended by special resolution and with the written consent of each person entitled by the By-Law to use the Restricted Community Property in accordance with Section 54 of the Community Land Management Act 1989.

3.1 Security Keys

- (a) The Executive Committee may restrict access to the Community Facilities and the gymnasium by means of security keys.
- (b) The Executive Committee may only provide security keys to security officers, caretakers or other persons authorised by the Executive Committee. The Executive Committee may impose charges for the issue and reissue of security keys.
- (c) The holder of a security key must:
 - (1) not duplicate or copy the security key;
 - (2) take all reasonable steps to safeguard the security key against loss or theft; and
 - (3) immediately notify the Association if the security key is lost.
- (d) The holder of a security key must return the security key to the Executive Committee when so demanded by the Executive Committee.

3.2 Maintenance and Repair of Retaining Walls

- (a) The Community Association will be responsible for the repair of structural defects or failures in retaining walls between lots except for damage resulting from a breach of By-Law 3.2(b).
- (b) An Owner or Occupier must not plant or cultivate any tree or other plant in a lot that causes damage to a retaining wall between lots.
- (c) In the event of a breach of By-Law 3.2(b) the Owner or Occupier of a lot where the tree or plant was cultivated will be responsible for any damage to the retaining wall as a result of the breach.

3.3 Maintenance Facility

- (a) The Association has rights of exclusive and restricted use of the maintenance facility for the storage and use of Association equipment. The maintenance facility will be identified on plans to be approved by the Council.
- (b) Access to the maintenance facility is restricted by security keys provided under By-Law 3.1.
- (c) The Association is responsible for the maintenance of the maintenance facility.
- (d) The Association must levy a contribution from its members according to each member's *unit* entitlements for any costs associated with maintaining the maintenance facility.

4 Access Ways and Open Space

4.1 Open and Private Access Ways

- (a) The Private Access Way is for the use and benefit of Proprietors, Occupiers and Permitted Persons.
- (b) The Association is responsible for the management, maintenance, control and repair of the Open Access Way and Private Access Way.
- (c) A Proprietor or Occupier of a Lot or a Permitted Person must not drive any vehicle on the Open Access Way and Private Access Way:
 - (1) at a speed: in excess of:
 - (A) 10 km an hour, if on the Private Access Way; or
 - (B) 20 km per hour, if on the Open Access Way; or
 - (2) if the vehicle is not registered for use on public roads in accordance with the laws of any State or Territory of Australia; or
 - (3) if he or she is not licensed to drive the vehicle on a public road in accordance with the laws of any State or Territory of Australia; or
 - (4) if the vehicle is excessively noisy or emits an excessive level of exhaust or other fumes.
- (d) To the extent that By-Law 4.1(c) does not govern road rules in the Community Parcel the provisions of the Traffic Act 1909 apply.
- (e) Learner drivers and drivers under instruction are not permitted to drive on the Open and Private Access Ways within Liberty Grove.

4.2 Public Open Space

- (a) The Public Open Space is available for use by:
 - (1) the Proprietors and Occupiers of Lots; and
 - (2) members of the public under By-Law 11.1.
- (b) Organised Sports, Games or Activities are not permitted in the Public Open Space unless prior written approval from the Executive Committee has been obtained. The Executive Committee or any security officers are empowered to require participants of an unauthorised Organised Sports, Games or Activities to leave the Community Parcel.

5 Services and Garbage

5.1 Garbage Storage and Collection

- (a)
 - (1) The Proprietor or Occupier of a Lot must use appropriate bins approved by the Council;
 - (2) the Association must provide unrestricted right of access over the Open Access Way to the Council at all times for the purpose of garbage collection; and
 - (3) the Association is responsible for the supervision and control of all garbage collections from Lots which front any Private Access Way up to the point of its collection by the Council.
- (b) The Proprietor or Occupier of a Lot must ensure that:
 - (1) the garbage bin is placed on the Open or Private Access Way at the front of the Lot no more than 12 hours prior to the time at which garbage is normally collected;
 - (2) the garbage bin is removed promptly after collection; and
 - (3) the garbage bin is kept within the Lot hidden from view from outside the Lot at all other times.

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- (c) The Council and Council's garbage collection contractor appointed from time to time are not liable for any normal wear and tear caused to the surface of any Open or Private Access Way including, without limitation, kerbing, guttering, bollards and interlocking brick pavers, by the collection vehicles collecting garbage from within the Community Parcel.
 - (d) By-Law 5.1(c) does not relieve Councillor Council's garbage collection contractor appointed from time to time, from liability for any damage caused to Community Property as a result of negligence on the part of Council or Council's garbage collection contractor.
 - (e) This By-Law 5.1 may not be amended, or revoked without consent of the Council.

5.2 Statutory Services and Private Services

- (a) The following Private Services are owned by the Association:
 - (1) water supply;
 - (2) arterial sewerage lines;
 - (3) site stormwater system;
 - (4) electricity;
 - (5) common lighting;
 - (6) master antenna television; and
 - (7) any irrigation system.
- (b) The Association is responsible for maintenance of Private Services that are owned by the Association.
- (c) The following Statutory Services will be provided by the following Service Providers:
 - (1) Sydney Water Corporation Limited - sewerage carrier known as West Concord Carrier;
 - (2) AGL Sydney Limited - gas;
 - (3) Telstra - telephone; and
 - (4) Energy Australia - HV cable.
- (d) Each Service Provider is responsible for maintenance of the relevant Statutory Services.
- (e) The Association may, on its own behalf, or on behalf of a Subsidiary Body:
 - (1) provide Private Services to a Subsidiary Body or the Proprietor or Occupier;
 - (2) arrange for the installation and maintenance of Service Lines for the provision of Private Services; and
 - (3) make agreements with a Proprietor or Occupier in respect of payment for those Private Services.
- (f) If any Service Lines are installed, an easement will be created over the parts of the Community Property or any Community Development Lot designated on the Prescribed Diagram in respect of the provision of that service.
- (g)
 - (1) If any services in this By-Law 5.2 are provided after registration of the Management Statement and Prescribed Diagram, the Association must give a later prescribed diagram to the Proprietor or Occupier of a Lot affected by the amendment.
 - (2) The Proprietor or Occupier must give consent to the amendment and produce all necessary documentation including the certificate of title for the Lot to facilitate registration of the amendment.
- (h) The Association must register any later prescribed diagram.

5.3 No Interference with Services and Community Property

A Proprietor or Occupier must not:

- (a) Do anything or permit anything to be done in relation to that Lot so that Service Lines, garbage services or any other service are interfered with; or
- (b) use or enjoy the Community Property in such a manner or for such a purpose as to interfere unreasonably with the use and enjoyment of the Community Property by the Proprietor or Occupier of any other Lot or Permitted Person.

6 Community Property

6.1 Community Property

- (a) Community Property comprises:
 - (1) Private Access Way;
 - (2) Open Access Way;
 - (3) Public Open Space;
 - (4) Communal Open Space;
 - (5) Community Facilities; and
 - (6) all infrastructure
- (b) The Association is responsible for the management, use and maintenance of the Community Property.
- (c) The Association must levy contributions for costs associated with the control, management operation, maintenance and repair of the Community Property.

6.2 Community Facilities

- (a) The following facilities are provided on the Community Property:
 - (1) tennis courts;
 - (2) basketball court;
 - (3) swimming pools;
 - (4) parks and associated equipment;
 - (5) barbecue areas;
 - (6) maintenance facility; and
 - (7) gatehouses which comprise the Community Facilities.
- (b) The Community Facilities are available for use of Occupiers and their guests when accompanied by the Occupier.
- (c) The following conditions apply to the use of swimming pools:
 - (1) the swimming pools may be used between the hours of 6am and 9pm or such other times as are set by the Executive Committee;
 - (2) children under twelve years of age may only use the swimming pools if accompanied by an adult;
 - (3) no sharp or dangerous objects may be brought into the swimming pool area;
 - (4) the Executive Committee may from time to time, set or amend rules for the operation of the swimming pools.
- (d) The following conditions apply to the use of tennis courts and basketball court:
 - (1) the tennis courts may be used between the hours of 7am and 10pm or such other times as are set by the Executive Committee;
 - (2) the basketball court may be used between the hours of 7am and sunset or such other times as are set by the Executive Committee;

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- (3) all players must be appropriately attired.
 - (4) the Executive Committee may, from time to time, set or amend rules for the operation of the tennis courts and basketball court.
- (e) No organised sports or activities are permitted in the Community Facilities unless prior written approval from the Executive Committee has been obtained.

6.3 Gymnasium

- (a) The Association will make the gymnasium available for the personal access and use only by Residents of Liberty Grove on the following conditions:
 - (1) the gymnasium may be used between the hours of 6am and 10pm or such other times as are set by the Executive Committee;
 - (2) if at any time an access control system is installed, modified, upgraded or replaced, access to the gym will be by means of that access control system only;
 - (3) a non-refundable payment of \$50.00 or such higher sum as may be determined from time to time by the Executive Committee is to be submitted with each application for an access device;
 - (4) children under twelve years of age or such other age as determined by the Executive Committee from time to time may only use the gymnasium if accompanied by an adult at all times; and
 - (5) the Executive Committee may, from time to time, set or amend rules for the operation of the gymnasium.

6.4 Damage to Community Property

- (a) A Proprietor or Occupier of a Lot must not do anything to damage or deface Community Property.
- (b) A Proprietor or Occupier of a Lot is liable to compensate the Association in respect of any damage to the Community Property caused by that Proprietor, Occupier or any lessee, licensee or Permitted Person of that Proprietor or Occupier.

6.5 Signs

- (a) The Association must maintain signposts, identification signs or other signage over the area shown in the Community Plan.
- (b) The Association is responsible for the placement, management, use, maintenance, repair and replacement of signs erected on Community Property.

6.6 Custody of Building and Infrastructure Plans

The Association must hold in its custody a copy of the building plan and infrastructure plan in respect of every building and infrastructure constructed on the Community Parcel.

6.7 Association not liable for damage

The Association is not liable for damage to or loss of property or injury to any person in or near the Community Property or Common Property due to any cause other than the negligence or fraud of the Association or any employee or agent of the Association.

6.8 Security

- (a) The Association must enter into a contract with a security firm for the provision of security services in the Community Parcel.

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- (b) The Association must use its reasonable endeavours to ensure that the security firm appointed pursuant to this By-Law 6.8 does not prevent, prohibit, restrict or otherwise obstruct:
 - (1) use of the Public Open Space and the Communal Open Space by members of the public for Passive Recreation, in accordance with By-Law 11.1; or
 - (2) public recreation and public access on each Public Pedestrian Access, in accordance with By-Law 11.2.
 - (c) Any member of the public may complain in writing to the Executive Committee in the event of a failure to comply with this By-Law 6.8 by the security firm, its officers, employees or agents.
 - (d) The complaint must set out the nature of the complaint in detail.
 - (e) The Executive Committee must refer the complaint to the Estate Manager for resolution, within 14 days of its receipt.

6.9 Observe Notice

A Proprietor or Occupier of a Lot must comply with the terms of any notice displayed on Community Property by the Association, Service Provider or other relevant authority.

7 Insurance

7.1 What Insurance is required

The Association must affect all insurances required under s.39 and s.40 of the Management Act, and the insurance referred to in By-Law 8.16.

7.2 Review of Insurance

- (a) The Association must review, on an annual basis:
 - (1) all insurances effected by it; and
 - (2) the need for new or additional insurances.
- (b) Notice of an Annual General Meeting must:
 - (1) include a form of motion to decide whether insurances effected by the Association should be confirmed, varied or extended; and
 - (2) for every alternate Annual General Meeting be accompanied by a written valuation by a qualified valuer of all buildings, structures and other improvements on Community Property.

7.3 Change in Risk

- (a) The Association must immediately:
 - (1) effect new insurances; or
 - (2) vary or extend existing insurances,
 - if:
 - (1) there is an increase in risk; or
 - (2) a new risk to Community Property.

7.4 Proprietor not to affect insurance

A Proprietor or Occupier must not, except with the approval of the Association, do anything that might:

- (a) void or prejudice insurance effected by the Association; or
- (b) increase any insurance premium payable by the Association.

8 Executive Committee Proceedings

8.1 Constitution

The Executive Committee must be established in accordance with Division 2 of Part 2 of the Management Act.

8.2 Notice Board

The Executive Committee must affix a notice board to some prominent part of Community Property.

8.3 Meetings

The Executive Committee may, subject to By-Laws 8.7 and 8.8, meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

8.4 Notice of Meetings

The Secretary or the member of the Executive Committee who convenes a meeting must, for not less than 72 hours immediately before the Executive Committee holds a meeting, display on the notice board:

- (a) the notice of intention to hold the meeting;
- (b) the proposed agenda for the meeting and;
- (c) the venue of the meeting.

8.5 Meeting Agenda

- (a) The agenda for a meeting must include details of all business to be dealt with at that meeting.
- (b) No business other than general business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.

8.6 Place of Meetings

A meeting must be held at the place specified in the agenda for that meeting.

8.7 Meeting at Request of Members

The Secretary or in the Secretary's absence any member of the Executive Committee must, at the request of not less than 1/3 of the members of the Executive Committee convene a meeting within the period of time specified in the request or, if no time is specified, within 14 days of the making of the request.

8.8 Out of Meeting Determinations

Where:

- (a) By Law 8.4 has been complied with in relation to a meeting;
- (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;

then the resolution will, subject to Section 38(3) of the Management Act, be as valid as if it has been passed at a duly convened meeting of the Executive Committee even though the meeting was not held.

8.9 Rights of Proprietors to Attend Meetings

A Proprietor or, where the Proprietor is a corporation, the company nominee of the corporation, may attend a meeting but that person may not address the meeting unless authorised by a resolution of the Executive Committee.

8.10 Minutes of Meetings

Minutes of meetings must be kept properly and held with the minutes of the General Meetings of the Association.

8.11 Display of Minutes

- (a) The Executive Committee must, within 7 days after holding a meeting, display a copy of the minutes of that meeting on the notice board.
- (b) The minutes of an Executive Committee meeting must remain on the notice board for a period of at least 14 days.

8.12 Functions of the Secretary

The functions of the Secretary include:

- (a) preparing and distributing minutes of meetings of the Association and the Executive Committee;
- (b) giving, on behalf of the Association and the Executive Committee, notice required to be given under the Management Act;
- (c) maintaining the Association roll;
- (d) supplying certificates in accordance with Clause 2 of Schedule 4 to the Management Act;
- (e) answering communications addressed to the Association or the Executive Committee;
- (f) convening meetings of the Executive Committee and the Association (other than the inaugural and first annual general meeting);
- (g) performing administrative or secretarial functions on behalf of the Association;
- (h) performing administrative or secretarial functions on behalf of the Executive Committee; and
- (i) keeping records under Part 3 of Schedule 1 to the Management Act.

8.13 Functions of the Treasurer

The functions of the Treasurer include:

- (a) the functions set out in Section 36(1) and (2) of the Management Act;
- (b) notifying Proprietors of Lots and Strata Corporations of any contributions levied under the Management Act;
- (c) receiving, acknowledging, banking and accounting for any money paid to the Association;

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- (d) preparing any certificate applied for under paragraphs (b), (c), (d), (e) and (f) of Clause 2 of Schedule 4 to the Management Act;
 - (e) keeping prescribed accounting records under Clause 10 of Schedule 1 to the Management Act;
 - (f) preparing financial statements under Clause 11 of Schedule 1 to the Management Act; and
 - (g) notifying Proprietors of Lots and Strata Corporations of any contribution levied under this Management Statement and collecting such contribution.

8.14 No Remuneration

Members of the Executive Committee are not entitled to any remuneration for the performance of their functions but are entitled to reimbursement for reasonable out of pocket expenses incurred by them in the performance of their functions.

8.15 Protection of Executive Committee Members from Liability

No member of the Executive Committee will be liable for any loss or damage occurring by reason of an act done in his or her capacity as a member of the Executive Committee except fraud or gross negligence on the part of that member.

8.16 Insurance

The Community Association must affect office bearers' liability insurances in the amount of \$10,000.000 for all members of the Executive Committee.

8.17 Rules

- (a) The Executive Committee may make rules relating to the control, management, operation, use and enjoyment of the Community Parcel.
- (b) The Executive Committee may at any time add to or amend the rules.
- (c) The Executive Committee will not make a rule or add to or alter a rule so that it is or becomes inconsistent or conflicts with:
 - (1) the Management Act;
 - (2) the Development Act;
 - (3) the By-Laws; or
 - (4) the Development Consent
- (d) Rules bind a Proprietor, Occupier, mortgagee in possession and lessee of a Lot and any breach of a rule will be regarded as a breach of a By-Law.

8.18 Power to Install Air Conditioning Units

- (a) **Rights**
Subject to the conditions in paragraph (b), Owners may install and maintain an Air Conditioning system for the purpose of cooling and heating including (but not limited to) all ancillary structures, piping and ducting ("Air Conditioning Unit") servicing their lot.
- (b) **Conditions**
Maintenance
 - (1) Owners must properly maintain and keep any association property to which the Air Conditioning Unit is attached in a state of good and serviceable repair.
 - (2) Owners must properly maintain and keep the Air Conditioning Unit in a state of good and serviceable repair and must replace the Air Conditioning Unit as required from time to time.

Performance of Works

- (3) In installing an Air Conditioning Unit, Owners must;
- (A) only install an Air Conditioning Unit that is of a style, design & specification as approved by the Executive Committee from time to time;
 - (B) only install an Air Conditioning Unit in a location approved by the Executive Committee;
 - (C) protect all areas of the building outside their lots from damage when installing an Air Conditioning Unit;
 - (D) keep all areas of the building outside their lots clean and tidy when installing an Air Conditioning Unit;
 - (E) only install an Air Conditioning Unit at the times approved by the Community Association;
 - (F) not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;
 - (G) remove all debris resulting from installing an Air Conditioning Unit immediately from the building; and
 - (H) comply with the requirements of the Community Association to comply with any other By Laws concerning the installation of an Air Conditioning Unit.

Liability

- (4) Owners will be liable for any damage caused to any part of the Association property as a result of the installation or attachment of an Air Conditioning Unit to the Association property and will make good that damage immediately after it has occurred.

Indemnity

- (5) Owners must indemnify the Community Association against any loss or damage the Community Association suffers as a result of installing an Air Conditioning Unit on the Association property including liability under section 60(4) in respect of any property of the Owners.

Cost of Air Conditioning Unit

- (6) The installation, maintenance and repair of an Air Conditioning Unit will be at the cost of the Owners.

9 Obligations of Proprietors

9.1 Restrictions on Parking

- (a) A Proprietor or Occupier must not park a vehicle on the Community Parcel except in a garage, a carport or driveway on his or her own Lot or in areas designated by the Association from time to time as an area for vehicle parking. A Proprietor or Occupier must not park on a visitor parking space at any time.
- (b) A Proprietor or Occupier must not park any truck or commercial vehicle on a Lot unless the vehicle is wholly contained within a lock-up garage or carport on his or her own Lot.
- (c) A Proprietor or Occupier must ensure that the Permitted Persons park in visitor parking spaces only. Parking in visitor parking space in excess of eight hours is not permitted. Special arrangements for longer stays can be arranged through the Estate Manager.
- (d) Parking in any Private Access Way is prohibited.
- (e) If the number of vehicles owned by a Proprietor or Occupier of a Lot exceeds the parking spaces available in the Lot, the Proprietor or Occupier must apply to the Association for special parking arrangements.

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- (f) A security officer will give 12 hours' notice to the owner of a vehicle that is parked or standing on the Community Parcel in breach of this By-Law provided that the owner of the vehicle is known and is readily accessible.
 - (g) If the owner of the vehicle cannot reasonably be found or after 12 hours' notice the vehicle is still parked or standing on the Community Parcel in breach of this By-Law, whether or not the vehicle is parked or standing on the same spot, the vehicle may be locked by wheel-clamps and/or towed away. The owner of the vehicle will be liable for all costs incurred including recovery and unlocking costs. The Executive Committee may from time to time determine a scale of costs to be applied.

9.2 Clothes Lines and Washing

- (a) The Proprietor or Occupier of a Lot must use clothes lines that are aesthetically sensitive in terms of design and location.
- (b) The Proprietor or Occupier of a Lot must not hang washing, towels, bedding, clothing or other articles of a similar nature on the front side of a building on a Lot, where such items are visible from the Community Property. This includes the practice of hanging washing on balconies of a building on a Lot.
- (c) No clothes lines shall be visible from a trafficable road within Community Property.
- (d) No clothes lines shall be greater than 1.8m above ground level when extended.

9.3 Fertilisers, Pesticides, Insecticides and Storage of Flammable Liquids

- (a) The Proprietor or Occupier of a Lot must not, except with the approval of the Association, use or store on the Lot or any other part of the Community Parcel any flammable chemical, gas or other material other than chemicals, liquids gases or other material used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle or internal combustion engine.
- (b) The Proprietor or Occupier of a Lot must ensure that any fertiliser, pesticide, insecticide or any other chemical applied is of a reasonable quantity and that the substance applied will not damage the environment of the Community Parcel.

9.4 Keeping of Animals

- (a) A Proprietor or Occupier of a Strata Lot must not keep an animal without the prior written approval of the Strata Corporation.
- (b) A Proprietor or Occupier of a Lot must not keep a dog without the written consent of the Executive Committee, whose consent must not be unreasonably withheld.
- (c) A Proprietor or Occupier of a Lot who keeps an animal on a Lot or who brings an animal on any other part of the Community Parcel must:
 - (1) ensure that the animal is at all times kept under control; and
 - (2) ensure that, when on any other part of the Community Parcel:
 - (A) the animal is accompanied by the Proprietor or Occupier; and
 - (B) if the animal is a dog, the dog is at all times restrained on a leash.
- (d) Where a Proprietor or Occupier of a Lot or any of its Permitted Person brings or keeps an animal on the Community Parcel, the relevant Proprietor or Occupier is:
 - (1) liable to the Proprietors and Occupiers of other Lots and all other persons lawfully on the Community Parcel for:
 - (A) any noise which is disturbing to an extent which is unreasonable; and
 - (B) any damage to or loss of property or injury to any person caused by the animal; and
 - (2) responsible for cleaning up after the animal has occupied or used any part of the Community Parcel and must ensure that there remains no excretion or any offensive odour on that part of the Community Parcel occupied or used by the animal.

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- (e) A Proprietor or Occupier may not keep an animal (excluding fish) on a Lot if in the reasonable opinion of the Executive Committee the animal is causing unreasonable disturbance to any other Proprietor or Occupier.
 - (f) The word "animal" where it appears in this By-Law is taken to mean and include any dog cat, bird or fish. Any other type of animal must have the prior consent of the Association before that animal is allowed on the Community Parcel.
 - (g) Without limitation a Proprietor or Occupier of a Lot or any Permitted Person who is completely or partially blind will be entitled to be accompanied by a dog being used bona fide by him or her as a guide or assistant.

9.5 Noise and Behaviour

A Proprietor or Occupier of a Lot must not create any noise or behave in a manner which interferes or may interfere with the peaceful use and enjoyment of the Proprietor or Occupier of another Lot or any person lawfully using the Community Property.

9.6 Air Conditioning Units and Ventilation System and Open Fireplace

- (a) A Proprietor or Occupier of a Lot must not install any external Air Conditioning units, external Ventilation system or any associated ducting or any Open Fireplace without the prior written consent of the Association or the Executive Committee.
- (b) A Proprietor or Occupier of a Strata Lot must not modify any existing Air Conditioning unit, Ventilation system or any associated ducting whether or not contained within that Strata Lot without the prior written consent of the Strata Corporation.
- (c) The allowable maximum running current limit for all air conditioning in total within a residence in Liberty Grove is:
 - 10 amps for Strata Apartments;
 - 10 amps for Torrens Title dwellings.

9.7 Home Industries

- (a) No business or trading activities are to be conducted or operated within the Community Scheme without the prior written approval of the Association and consent of the Council.
- (b) No professional name plates, signposts or other signs may be erected without prior written approval of the Association such approval not to be unreasonably withheld. Any professional name plates, signposts or signs approved must be erected in accordance with the reasonable specification of the Association or the Executive Committee.

9.8 Encroachment

- (a) A Proprietor or Occupier of a Lot or the Association must accept encroachment on his or her Lot by eaves, guttering and downpipes, balconies, window sills or other works or structures (or any part of them) attached to or forming part of a structure erected on the adjoining Lot to a maximum extent of 0.75 metres ("Permitted Encroachment").
- (b) The Proprietor or Occupier of a Lot must consent to the creation of any easement under s.88B Conveyancing Act 1919 which burdens the Lot ("Lot Burdened") and benefits the adjoining Lot ("Lot Benefited").
- (c) An easement created under By-Law 9.8(b) must contain these terms:
 - (1) the Proprietor or Occupier of the Lot Burdened must permit the Proprietor or Occupier of the Lot Benefited (or any of his or her agents) to enter into the Lot Burdened to inspect, repair, paint or replace a Permitted Encroachment upon receipt of reasonable notice;

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- (2) the Proprietor or Occupier of the Lot Benefited must:
 - (A) give the Proprietor or Occupier of the Lot Burdened reasonable notice of entry;
 - (B) stay on the Lot Burdened only as long as is reasonably necessary to inspect, repair, paint or replace a Permitted Encroachment;
 - (C) cause as little disturbance to the Lot Burdened or to its occupants as reasonably possible; and
 - (D) promptly make good all damage occasioned to the Lot Burdened.
 - (d) An easement created under By-Law 9.8(b) must not be deemed as permitting the Proprietor and Occupier of the Lot Benefited to drill any holes into or fix any nails or any other articles onto the wall of the adjoining Lot.

9.9 Control of Lessees/Licensees/Other Occupiers or Users

A Proprietor whose Lot is the subject of a lease or licence agreement or any other agreement in respect of the use or occupation of the Lot must provide the lessee, licensee, user or occupier of the Lot with a copy of this Management Statement and take all reasonable steps including, without limitation, any action available to him or her under the lease, licence or agreement to ensure that the lessee, licensee, user or occupier of the Lot and any person on the Community Parcel with the consent (express or implied) of the lessee, licensee, user or occupier complies with the By-Laws.

9.10 Proprietor and Occupier Responsible for Others

- (a) A Proprietor or Occupier of a Lot must take all reasonable steps to ensure that a relevant Permitted Person complies with the By-Laws contained in this Management Statement.
- (b) If a Permitted Person does not comply with the By-Laws then the Proprietor or Occupier must withdraw its consent to the Permitted Person being on the Community Parcel and request that person to leave the Community Parcel.
- (c) If the By-Laws prohibit a Proprietor or Occupier of a Lot from doing a thing, the Proprietor or Occupier must not allow or cause another person to do that thing.

9.11 Compliance with Requirements or Authorities

A Proprietor or Occupier of a Lot will comply on time with all requirements and orders of authorities and all laws in connection with the Lot and the use or occupation of the Lot.

9.12 Things done at Proprietor's or Occupier's Cost

Anything which a Proprietor or Occupier of a Lot is required to do under the By-Laws must be done at the cost of the Proprietor or Occupier.

9.13 Reimbursement of Costs, Charges and Expenses

- (a) A Proprietor or Occupier of a Lot must pay or reimburse the Association in connection with the contemplated or actual enforcement, or preservation of, any rights under the By-Laws in relation to the Proprietor or Occupier.
- (b) The costs, charges and expenses under this By-Law include, without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.

9.14 Moneys Owing to the Association

- (a) The Association may recover any money owing to it under the By-Laws as a debt.

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- (b) A Proprietor or Occupier of a Lot must pay on demand, or at a time notified by the Association, moneys owing to the Association and interest on any amount that has become due for payment and remains unpaid from and including the date it becomes due for payment.
 - (c) Any interest payable under this By-Law must be calculated at the interest rate set out in section 20(11) of the Management Act.
 - (d) Nothing in this By-Law prevents the Association from recovering any amount exceeding the interest calculated under this By-Law as a consequence of any amount not being paid when due.
 - (e) A certificate signed by the Association, its Community/Strata Manager or the Secretary about a matter or a sum payable to the Association in connection with the By-Laws is prima facie evidence of the amount or any other factual matter stated in it.
 - (f) Where an amount that has become due for payment to the Association by a Proprietor or Occupier is not paid by the date it becomes due for payment, the Executive Committee may suspend the right of the Proprietor or Occupier to use the Community Facilities until such time as the amount due for payment is paid to the Association.
 - (g) Debts
 - (1) That the Community Association may recover as a debt a contribution not paid at the end of one month after it becomes due and payable, together with any interest payable under Section 20a of the Act and the expense of the Community Association incurred in recovering those amounts.
 - (2) Interest paid or recovered forms part of the fund to which the relevant contribution belongs.

9.15 Mobile Phone Base Stations

Notwithstanding any other provision of this Statement, no mobile phone base stations shall be affixed to any building or Lot or Community Parcel by any Proprietor or Occupier of a Lot or by the Association or the Executive Committee.

9.16 Bikes, Scooters and Skateboards

A Proprietor or Occupier of a Lot or Strata Lot, or any Permitted Person must ensure that no bike, scooter or skateboard is ridden on the tennis and basketball courts or inside any Community or Strata Building including car parks and driveways.

10 Rights and Obligations of the Association

10.1 Appointing a Community Strata Manager

- (a) The Association must:
 - (1) appoint a Community/Strata Manager to manage the Community Scheme and provide administrative, financial management and bookkeeping services; and
 - (2) delegate its functions only to the Community/Strata Manager.
- (b) The Community/Strata Manager must have the licences required by law.
- (c) The Association must have a written agreement with the Community/Strata Manager which has provisions relating to:
 - (1) the Community/Strata Manager's remuneration;
 - (2) the conditions of the Community/Strata Manager's appointment and
 - (3) the functions delegated to the Community/Strata Manager.
- (d) The Association may continue to exercise the functions delegated to the Community/Strata Manager.

10.2 Agreement with the Estate Manager

- (a) The Association must enter into an agreement with the Estate Manager to provide management, maintenance, operational and other services or amenities in respect of the Community Property and services or amenities to the proprietors or occupiers of lots in the Community Scheme.
- (b) When the agreement with the Estate Manager ends, the Association must enter into an agreement with another Estate Manager to provide the services and perform the duties in this By-Law.
- (c) The term of an agreement with the Estate Manager may be up to five years. The agreement may have provisions relating to:
 - (1) the rights of the Association and Estate Manager to terminate the agreement; and
 - (2) the Estate Manager's right to assign the agreement.
- (d) The Estate Managers remuneration will be an amount as agreed between the Estate Manager and the Community Association.
- (e) The duties of the Estate Manager are listed below and exclude any service which may only be performed by the Community/Strata Manager:
 - (1) cleaning, caretaking, security, supervision and service of the Community Property and any personal property vested in the Association, in accordance with the directions of the Executive Committee;
 - (2) general repair, restoration and maintenance or renewal and replacement of the Community Property and any personal property vested in the Association, in accordance with the directions of the Executive Committee;
 - (3) supervision of employees and contractors of the Association;
 - (4) any other duty which the Association agrees is advantageous or necessary to satisfy the operational and managerial requirements of the Association.
- (f) The Estate Manager must comply with the Executive Committee's instructions about performing its duties.

10.3 Communications with Association

Complaints, notices or applications to or requests for consideration of matters by the Association must be in writing and forwarded to the Community/Strata Manager of the Association or the Secretary if no Community/Strata Manager is appointed.

10.4 Licence of Gymnasium from Lot 37 Owner to Association

The Association licence from the Registered Owner of Lot 37 that part of Lot 37 shown on the Plan of Community Building annexed hereto and marked "A" ("Premises"). A summary of the effect of this agreement is included below.

Licensor: the Registered Owner of Lot 37.

Licensee: the Association.

Duration: 5 years with 3 options of 5 years or such longer term as may be agreed between the Licensor and the Licensee.

Use: a gymnasium and associated uses without restriction.

Repair: the Licensee is responsible for repairing and maintaining the Premises.

License Fee and Outgoings: the Licensee must pay the Licensor a license fee of \$10 per annum payable in advance if the Licensor so demands, and all outgoings in respect of the Premises.

Damage: the Licensee must, at its own cost, promptly make good any damage to the Premises caused by the use by the Licensee of the Premises.

Expiration of Licence: the Licensee must leave the Premises in a clean and tidy condition on expiration or sooner termination of the Licence and must, if required by the Licensor, remove any fixtures, fittings and equipment installed by it and make good any damage.

Rights of Licensee: the Licensee has the following rights:

- (a) The Licensee has access by foot and motor vehicle over Lot 37 to access the Premises;
- (b) The right to install fixtures, fittings and equipment.

Sub-Licence: the Licensee has the right to grant a sub-licence of the whole or part of the Premises with the consent of the Licensor.

Approvals: the Licensee must obtain all necessary approvals for the use of the Premises.

Termination by the Licensor: the Licensor may terminate the License if the Licensee is in default of any of the obligations and is not remedied within a reasonable time or if the Licensor intends to substantially renovate or rebuild the Premises.

Costs: the Licensee must pay all the Licensor's reasonable legal costs and all duties and fees in respect of any renewal of the License.

The Licensee must levy a contribution on its members for any costs associated with maintaining the Premises.

10.5 Lease of the Office and Meeting Room

The Association is empowered to enter into a lease with the registered proprietor of Lot 37 for that part of Lot 37 shown on the Plan of the Community Building annexed hereto and marked "OFFICE" and "MEETING ROOM" ("Premises")

11 By-Laws Required by Public Authorities

The By-Laws in this Part 11 are made at the request of the relevant authority and may not be amended without the consent of the relevant authority.

11.1 Public Open Space and Communal Open Space

- (a) The Association must permit use of the Public Open Space and the Communal Open Space to members of the public for Passive Recreation.
- (b) The Association must not place any restriction on the use of the Public Open Space or the Communal Open Space by members of the public for Passive Recreation without the written consent of the Council.
- (c) This By-Law may not be amended or revoked without the consent of the Council.

11.2 Public Pedestrian Access

- (a) The Association must permit public recreation and Unrestricted Public Access on the Public Pedestrian Access.
- (b) No Proprietor or Occupier may construct or establish any barbecue facilities, furniture, gardens, or any facilities that are ancillary to their private use of land on the Public Pedestrian Access without the written consent of the Council.
- (c) The Association must install and maintain notices at each Public Pedestrian Access indicating that it is available for Unrestricted Public Access and must maintain to the reasonable satisfaction of Council all lighting, paths, landscaping and furniture on the Public Pedestrian Access. No gate may be installed on the Public Pedestrian Access.
- (d) A cycle/walking track will be provided within the ten (10) metre landscape setback to Homebush Bay Drive. This track will run the entire length of the development connecting the southernmost park with Oulton Avenue which can link up to the Bicentennial Park cycle/walking network. The cycle/walking track will be a Public Pedestrian Access.
- (e) This By-Law may not be amended or revoked without the consent of the Council.

11.3 AGL Sydney Limited- Rights and Access to Statutory Easements

- (a) Notwithstanding any contrary provisions contained in this Management Statement, Memorandum Registered Number Z507490, which is incorporated into this By-Law sets out the terms and conditions of:
 - (1) The rights and privileges which AGL Sydney Limited, its agents, servants and workers are entitled to exercise; and
 - (2) The obligations imposed on the proprietors of land within the Community Scheme.
- (b) This By-Law may not be amended or revoked without the consent of AGL Sydney Limited.

11.4 Telstra Rights and Access

- (a) Telstra has the right of access at all times to its facilities within the Community Parcel.
- (b) No person is permitted access to the Telstra facilities within the Community Parcel unless the prior approval of Telstra is obtained.
- (c) This By-Law may not be amended or revoked without the consent of Telstra.

11.5 Consent to Development Application D116/95

The Council's Consent to the Development Application 116/95 and the associated Implementation and Management Plan must be adopted and adhered to by the Association.

12 Definitions and Interpretation

12.1 Definitions

The following words have these meanings in the By-Laws unless the contrary intention appears:

Access Way Plan means the plan showing the Open Access Way and Private Access Way appearing as sheet 33 of 38 sheets of this Management Statement.

Architectural Standards means the architectural standards referred to in By-Law 1.5.

Association means the corporation that:

- (a) is constituted by section 25 of the Development Act or the registration of the Community Plan; and
- (b) is established as a Community Association by section 5 of the Management Act.

Building Standards means the building standards referred to in By-Law 1.5.

By-Law means a By-Law included in this Management Statement.

Common Property means the common property in a Strata Scheme created on registration of a Strata Plan.

Communal Open Space means that part of the Community Property that does not comprise the Private Access Way, Open Access Way, Public Open Space, Community Facilities, Community Building and other infrastructure.

Community Building means the community building on the Community Lot.

Community Development Lot means land that is a Lot in the Community Plan but is not Community Property or Land that has become subject to a Strata Corporation. Where the context permits, a Community Development Lot includes all improvements erected on the Community Development Lot.

Community Facilities means the facilities referred to in By-Law 6.2.

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

Community Plan means the plan of subdivision creating the Community Development Lots and the Community Property.

Community Property means Lot 1 shown in the Community Plan as Community Property and lease of part of Lot 37.

Community Scheme means:

- (a) the subdivision of land created by the Community Plan; and
- (b) the rights conferred, and the obligations implied, by or under the Community Titles Legislation in relation to the Association, Community Property, and the Proprietors and other persons having interests in, or occupying the Community Development Lots.

Community/Strata Manager means the Community/Strata Manager appointed by the Association under By-Law 10.1 to manage the Community Scheme and perform administrative, financial management and bookkeeping functions for the Association;

Community Titles Legislation means the Development Act, the Management Act and cognate legislation.

Council means the Council of Canada Bay.

Development Act means the Community Land Development Act 1989 and Regulations made under it.

Development Activities means:

- (a) any form of demolition work, building work or work ancillary to or associated with building work on the Community Parcel including, without limitation, the installation of Private Services;
- (b) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
- (c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition which is considered necessary or desirable by the proprietors for the time being of all Community Development Lots;
- (d) the use of any part of the Community Parcel in connection with the forms of work referred to in paragraphs (a) to (c) of this definition; or
- (e) the subdivision of land forming part of the Community Parcel.

Development Consent means the development consent No. 716.95 issued by the Council as amended from time to time.

Estate Manager means the Estate Manager appointed under By-Law 10.2 to provide management, maintenance, operational and other services or amenities in respect of the Community Property and services or amenities to the Proprietors or Occupiers of Lots in the Community Scheme.

Executive Committee means the Executive Committee of the Association as constituted or elected from time to time under the Management Act.

Initial Period has the same meaning as that term has in the Development Act and the Management Act.

Landscape Master Plan means the master plan for the landscaping of the Community Parcel held by the Association, as amended from time to time by the Original Proprietor with the consent of the Council.

Landscaping Standards means the landscaping standards referred to in By-Law 1.6.

Lot means a Community Development Lot or a Strata Lot.

Management Act means the Community Land Management Act 1989 and Regulations made under it.

Occupier means an occupier of a Community Development Lot or a Strata Lot.

Open Access Way means the open access way delineated in the Access Way Plan.

Organised Sports, Games and Activities means any activity or event comprising teams of players or participants in competition (whether on a formal or informal basis) and pre-arranged for a particular time and place.

Original Proprietor means Liberty Grove (Concord) Pty Limited ACN 064 274 166 and its successors.

Passive Recreation means any activity conducted in the Public Open Space or the Communal Open Space that is not an Organised Sport, Game or Activity and which does not adversely impact on surrounding residential amenities by way of excessive noise or vehicular traffic or compromises the amenity or safety of persons upon the Community Parcel.

Permitted Person means a person on the Community Property with the consent express or implied of a Proprietor or Occupier of a Lot or the Association, and those persons noted as authorised persons in section 116(7) of the Management Act.

Preferred Plant Species means those specified in the Reference List held by the Association;

Prescribed Diagram means the diagram relating to the Service Lines appearing as sheets 34, 35, 36, 37 and 38 of 38 sheets of this Management Statement, and prescribed in section 36 of the Development Act.

Private Access Way means the private access way delineated on the Access Way Plan.

Private Services means a service running through or servicing Lots, Community Facilities or Community Property which is not a Statutory Service, including without limitation, common lighting, master antenna television, water, sewerage, electricity, stormwater and any irrigation system.

Proprietor means:

- (a) a person for the time being recorded in the Register under the Real Property Act 1900 as entitled to an estate in fee simple in a Community Development Lot or a Strata Lot; or
- (b) a person who has in the Lot an interest referred to in section 47 of the Management Act of which notice has been given under that section to the Association.

Public Open Space means the area shown as "Public Open Space" on Sheet 4 of the Community Plan being an area of approximately 4437m² and known as the Village Green and an area shown as "Public Open Space" on Sheet 8C of the Community Plan being an area of approximate 6563m².

Public Pedestrian Access means that part of the development shown as "Right of Public Footway 2 wide" on the Public Pedestrian Access Concept Plan annexed hereto and marked "B" and the cycle/walking track to be constructed and referred to in By-Law 11.2(d);

Reference List means the list referred to in By-Law 1.6.

Secretary has the same meaning as that term has in the Management Act.

Service Line means an underground pipe, wire, cable, duct or conduit by means of which a service is or is to be provided by a Service Provider or the location of which is illustrated in the Prescribed Diagram.

Service Provider means any statutory or government authority that provides a service to the Community Parcel.

Statutory Service means a service running through or servicing any Lot, or the Community Property provided by a Service Provider.

Strata Act means the Strata Titles (Freehold Development) Act, 1973.

Strata Corporation means a body corporate constituted by section 54 of the Strata Titles (Freehold Development) Act 1973 for a Strata Scheme within this Community Scheme.

Strata Lot means a Lot or Common Property within the meaning of the Strata Titles (Freehold Development) Act 1973 that is part of the Community Scheme.

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

Strata Plan means a strata plan under the Strata Titles Act (Freehold Development) 1973 which includes common property.

Strata Scheme means:

- (a) a strata scheme under the Strata Titles (Freehold Development) Act 1973 that includes Common Property and is part of a Community Scheme;
- (b) the rights conferred and the obligations imposed by or under the Strata Titles (Freehold Development) Act 1973, the Strata Schemes Management Act 1996 and the Community Titles Legislation in relation to the scheme.

Subsidiary Body means a Strata Corporation created on registration of a Strata Plan within the Community Scheme.

Unrestricted Public Access means access to the Public Pedestrian Access by members of the public without any limitation or restriction.

12.2 Interpretation

- (a) Headings are inserted for convenience and do not affect the interpretation of this Management Statement.
- (b) If the whole or any part of a provision of the By-Laws is void, unenforceable or illegal, it is severed. The remainder of the By-Laws have full force and effect. This By-Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.
- (c) The rights, powers and remedies provided in the By-Laws are cumulative, and do not exclude any other rights, powers or remedies.

13 Adjustment of Contributions to Community Association during Staged Development

13.1 Introduction

- (a) The development of the Community Scheme for Community Plan DP 270137 will occur in stages by way of Community Plans of subdivision creating additional Community Lots and Subsidiary Strata Schemes out Community Development Lots.
- (b) The initial schedule of unit entitlements for the Community Plan was determined according to schedule 11 of the Community Land Development Act, 1989.
- (c) By reason of clause 4 of schedule 11 of the Community Land Development Act, 1989 the aggregate unit entitlement of the new Community Lots and the Subsidiary schemes created by the redevelopment of a Community Development Lot must be equal to the unit entitlement of the relevant Community Development Lot in the initial schedule of unit entitlements.
- (d) By reason of financial arrangements on the Community Scheme and the relative values of Community Lots, the practical effect of limitation on unit entitlements arising under clause 4 of schedule 11 of the Community Land Development Act, 1989 is to distort the relative contributions of Community Lots unfairly when contributions to the Community Association are levied according to unit entitlement.
- (e) When the development of the Community Scheme is completed, but not before, a revised schedule of unit entitlements may be registered in respect of the Community Scheme.
- (f) This By-Law has effect to allow modification of the imposition of contributions to the Community Association to more accurately reflect the relative value of Community Lots.

13.2 Periodic Valuations

- (a) The Community Association may (but is not obliged to) periodically engage a registered valuer to assess the relative market values of the Community Lots (whether Community Lots or Lots in a Subsidiary scheme).
- (b) Each valuation that is obtained by the Community Association will be prima facie evidence of the values of the Lots.
- (c) A subsequent valuation obtained by the Community Association will replace an earlier valuation.
- (d) The valuations obtained by the Community Association will individually and collectively comprise a Schedule of Cost Recovery Ratios for application by the Community Association under this By-Law.

13.3 Application of Schedule of Cost Recovery Ratios

- (a) From the time, each valuation is obtained by the Community Association, the Community Association will cease levying contributions in respect of the costs and expenses specified under this By-Law on the Lots covered by that valuation according to unit entitlements.
- (b) After clause 13.3(a) applies to a Lot, the Community Association will levy contributions in respect of the costs and expenses specified under this By-Law on Lots according to the Schedule of Cost Recovery Ratios instead of according to unit entitlements.
- (c) These provisions do not operate to modify the unit entitlement of any Lot, the voting rights of any Lot or a Lot Owner's rights and interest in the Community Association.

13.4 Costs and Expenses

This By-Law applies to contributions in respect of the following costs and expenses:

- (a) initially to all costs and expenses of the Community Association, whether arising under the Community Management Statement, section 20 of the Community Land Development Act 1989, Part 4 of Schedule 1 of the Community Land Development Act 1989 or otherwise; and
- (b) thereafter those costs and expenses determined by the Community Association pursuant to a special resolution from time to time.

13.5 Application to Community Schemes Commissioner

The Community Scheme may (but is not obliged to) periodically make application to the Community Schemes Board under section 78 of the Community Land Development Act 1989 for an order varying the unit entitlements of any Lot or Lots based on the valuations.

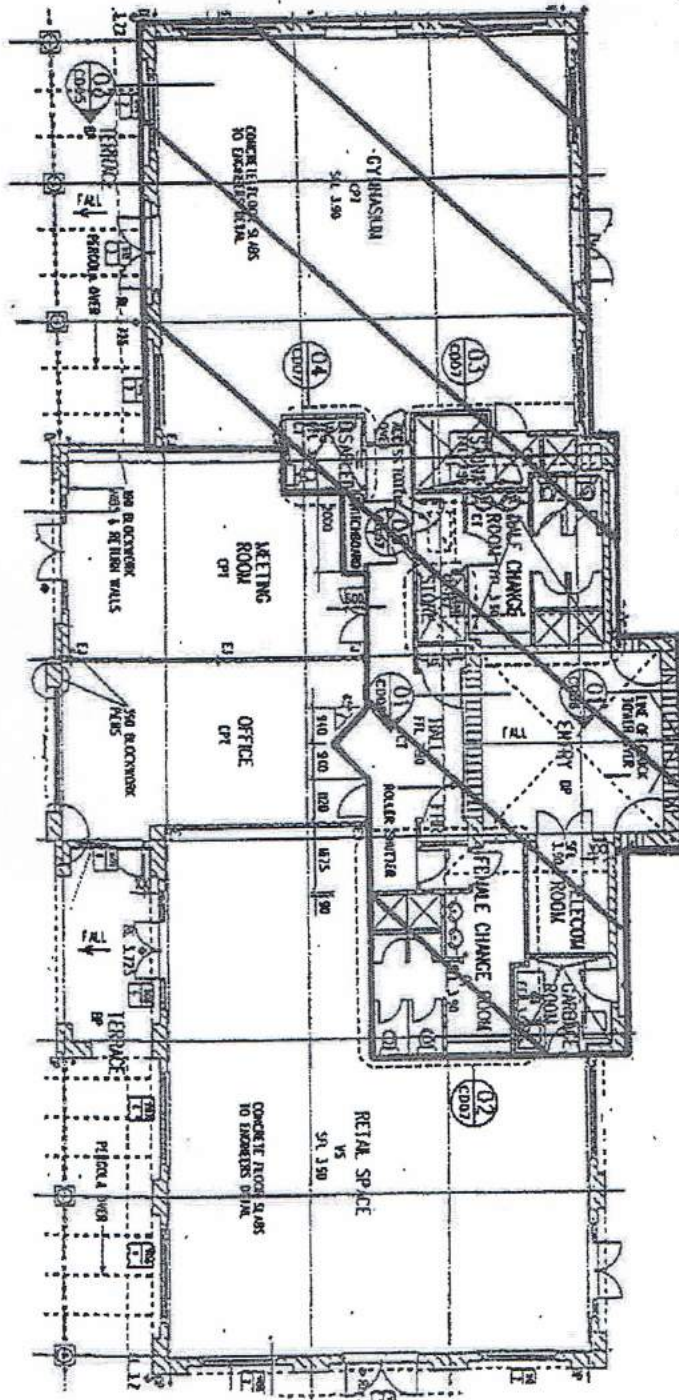
13.6 Sunset Clause

This By-Law will cease to have any force, validity or effect when a formal schedule of unit entitlements are lodged in respect of the Community Scheme under section 30 of the Community Land Development Act 1989.

Annexure A
Concept Plan of Community Facilities
Showing Community Facilities
(referenced in By-Law 10.4)



DP 270137



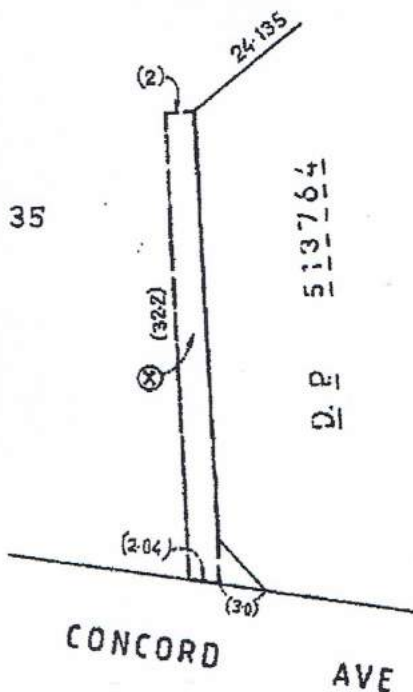
REGISTERED  206-8-1997

Annexure B

Public Pedestrian Access Concept Plan

Showing "Right of Public Footway 2 wide"
(referenced in By-Law 12.2)

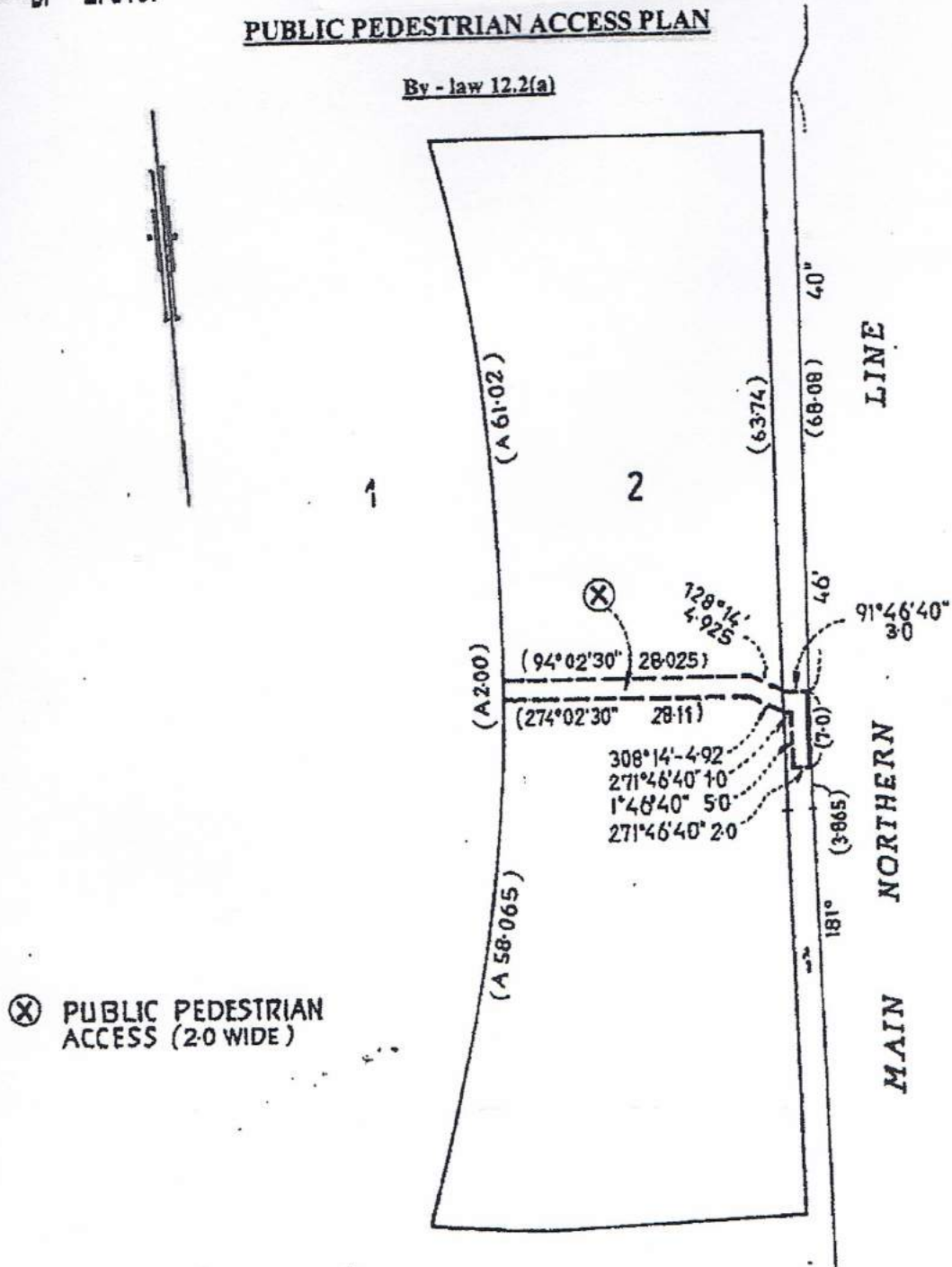
⊗ PUBLIC PEDESTRIAN ACCESS
2 WIDE



REGISTERED  26-8-1997

PUBLIC PEDESTRIAN ACCESS PLAN

By - law 12.2(a)

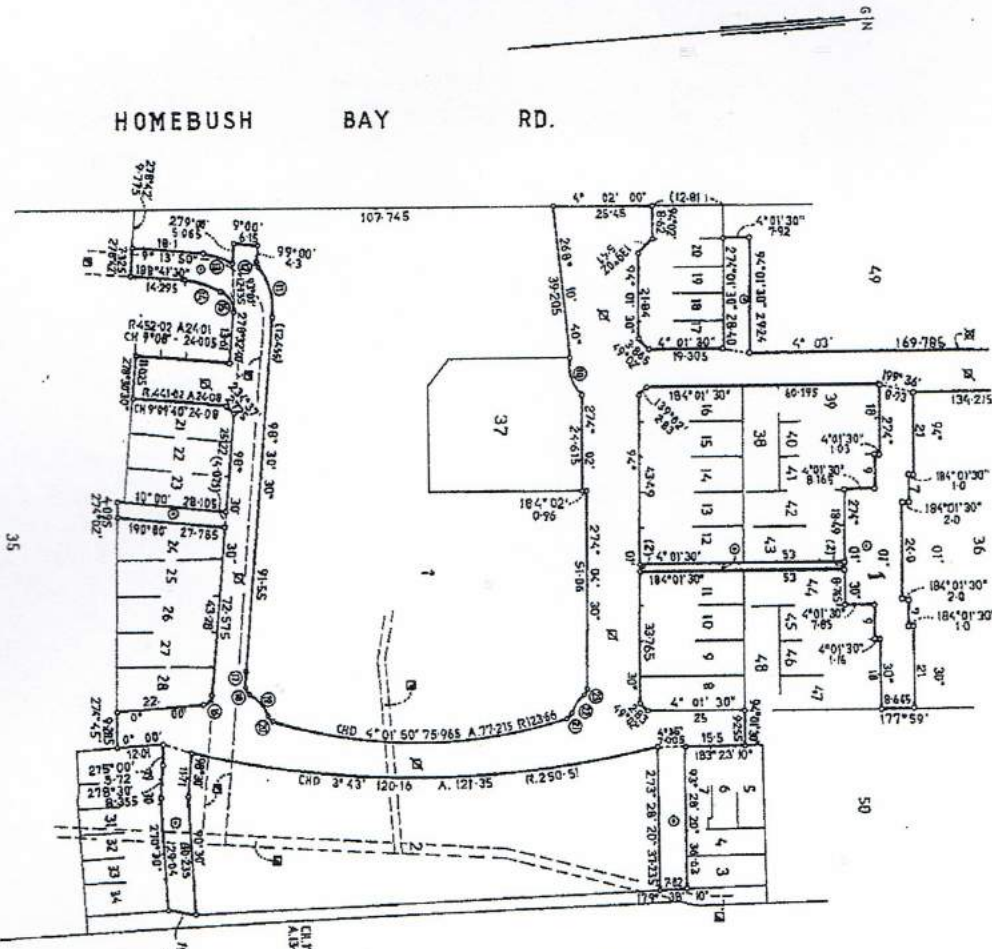


⊗ PUBLIC PEDESTRIAN ACCESS (2.0 WIDE)

NOTE: NORTHERN LIMIT OF ACCESS IS IDENTICAL WITH NORTHERN LIMIT OF EASEMENTS TO DRAIN WATER. 3 WIDE & 7 WIDE AND 3 WIDE & VARIABLE

REGISTERED  26-8-1997

- ☐ EASEMENT FOR ELECTRICITY PURPOSES 1.03 WIDE R 875864
- ☐ EASEMENT TO DRAIN WATER 1.03 WIDE L934078
- ☐ EASEMENT FOR SEWER 6 WIDE & VAIR Q225698



CONTINUED BELOW

MANAGEMENT STATEMENT
REDUCTION RATIO 1:800

CONTINUED FROM ABOVE

COMMUNITY PLAN
D P 270137
SHEETS 2 OF 41 SHEETS

PLAN
SHOWING ACCESSWAYS AT
"LIBERTY COVE" CONCORD

CHRISTOPHER T. ANDERSON
MANAGER
L. NICHOLAS E. HICKSON, M.A. CASTLEHEAD, S.I. SWINNEY
MEMBERS OF THE SURVEYING PROFESSION
REGISTERED AS PROFESSIONAL SURVEYORS
AND PROVIDERS FOR THE PROFESSIONAL DESIGN IN COMMUNITY PLANNING
REGISTERED AS DESIGNERS

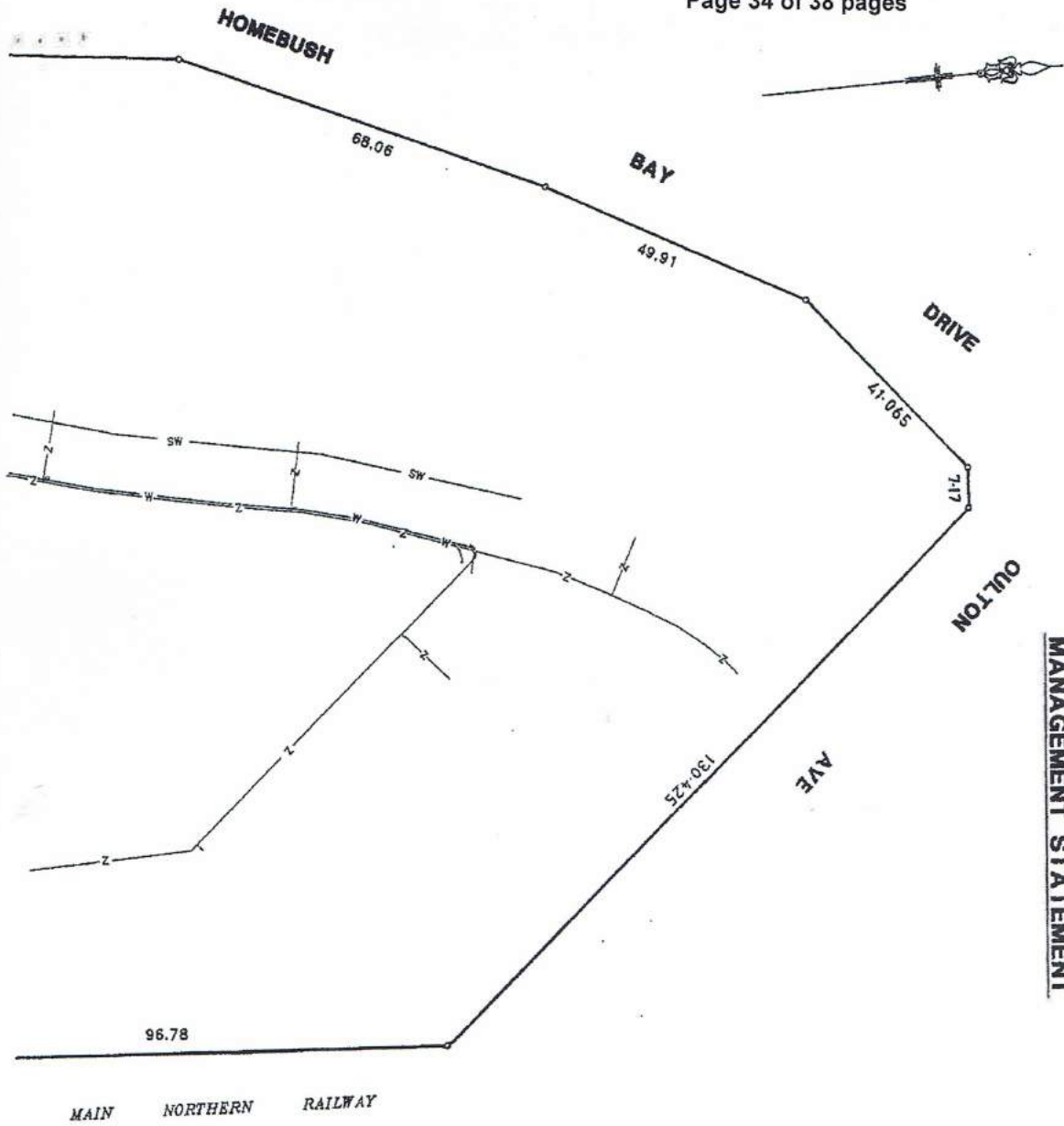
REGISTERED 08-8-1997

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	DIST	ARC	RADIUS
10	258° 52' 30"	10.18	10.8	9.15
11	298° 21'	13.42	13.985	17.615
12	298° 50' 10"	1.205	1.285	1.89
13	208° 23' 00"	7.895	7.98	16.15
14	208° 40' 40"	8.87	10.03	26.85
15	218° 57' 20"	5.285	5.49	5.815
16	318° 40' 50"	3.49	3.725	3
17	58° 57' 10"	4.09	4.08	45.85
18	242° 08' 20"	1.92	2.02	1.85
19	238° 17' 10"	7.29	7.485	9.15
20	48° 50' 20"	1.73	1.885	1.85
21	318° 13' 20"	1.73	1.885	1.85
22	128° 04' 50"	5.89	5.985	8.15
23	308° 58' 00"	1.675	1.735	1.85

SEE SHEETS 2-6 INCL. DP 270137
FOR SURVEY DETAIL

- NOTES:**
- ☒ DIMENSION BACK OF KERB
 - ☉ DENOTES PRIVATE ACCESSWAY REFERRED TO IN THE MANAGEMENT STATEMENT
 - ☐ DENOTES OPEN ACCESSWAY REFERRED TO IN THE MANAGEMENT STATEMENT
- THE PRIVATE AND OPEN ACCESSWAYS ILLUSTRATED IN THIS PLAN ARE NOT PUBLIC ROADS AND ARE NOT PUBLIC ROADS UNDER THE ROADS ACT, 1933

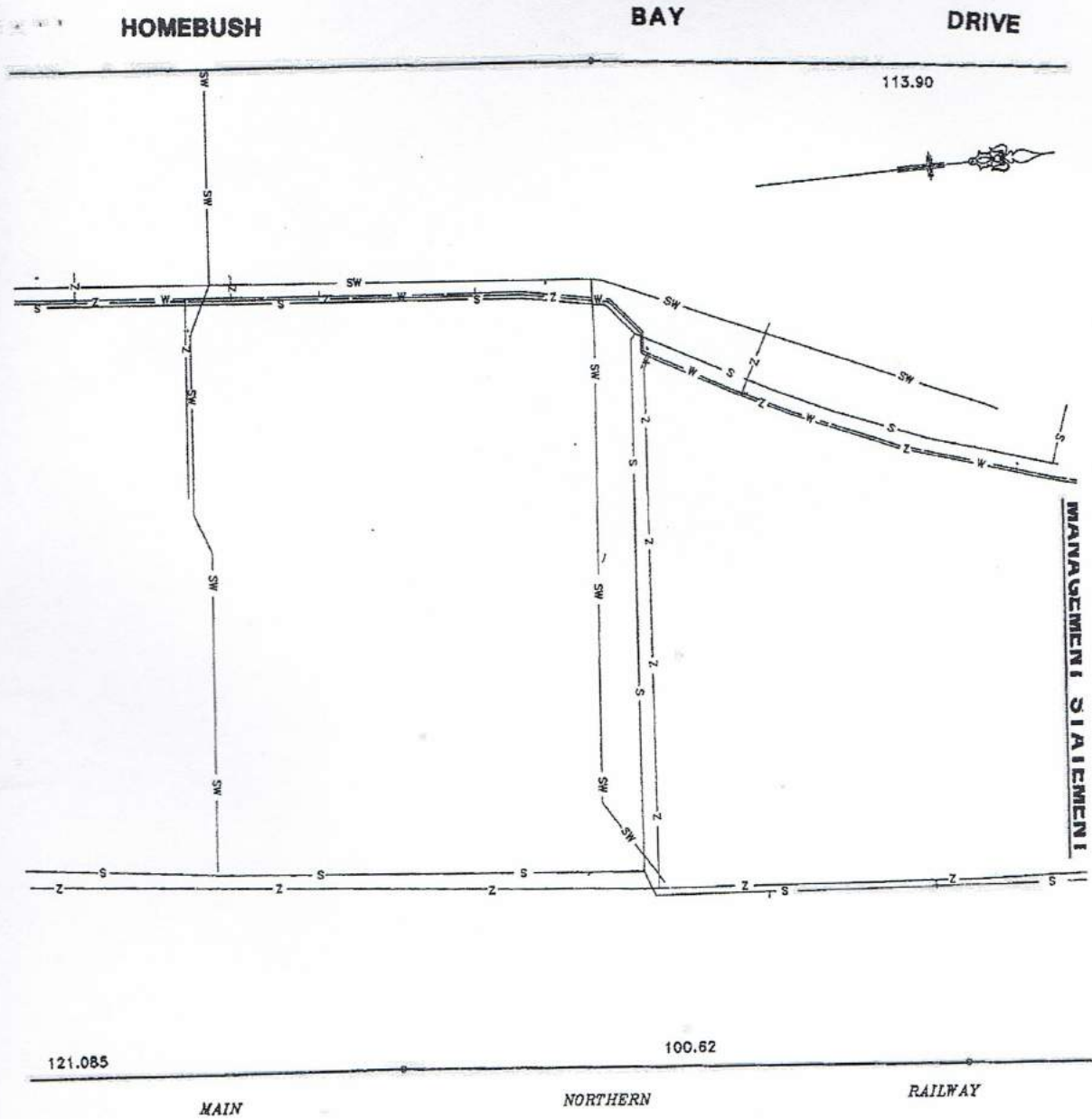


MANAGEMENT STATEMENT

LEGEND
 S SEWER
 W WATER
 SW STORMWATER
 Z POSITION OF TRENCH CARRYING
 ONS, ELECTRICITY, TELECOM & NATV

REGISTERED
 846-8-1997

<p>COMMUNITY PLAN D.P. 2301/21 SHEET 31 OF 41 SHEETS</p>	<p>PLAN OF SERVICE WORKS TO BE EXECUTED (1 OF 5)</p>
<p>*CHRISTOPHER T. HORTON* LICENSING & REGULATION NO. 149 CASTLE BEACH ST STONEY *This plan is a plan of the service works as shown on the site plan and is subject to the provisions of the Development Act 1993 and the Development Regulations 1995.</p>	



LEGEND

S SEWER
 W WATER
 Z STORMWATER
 SW POSITION OF TRENCH CARRYING GAS, ELECTRICITY, TELECOM & WATER

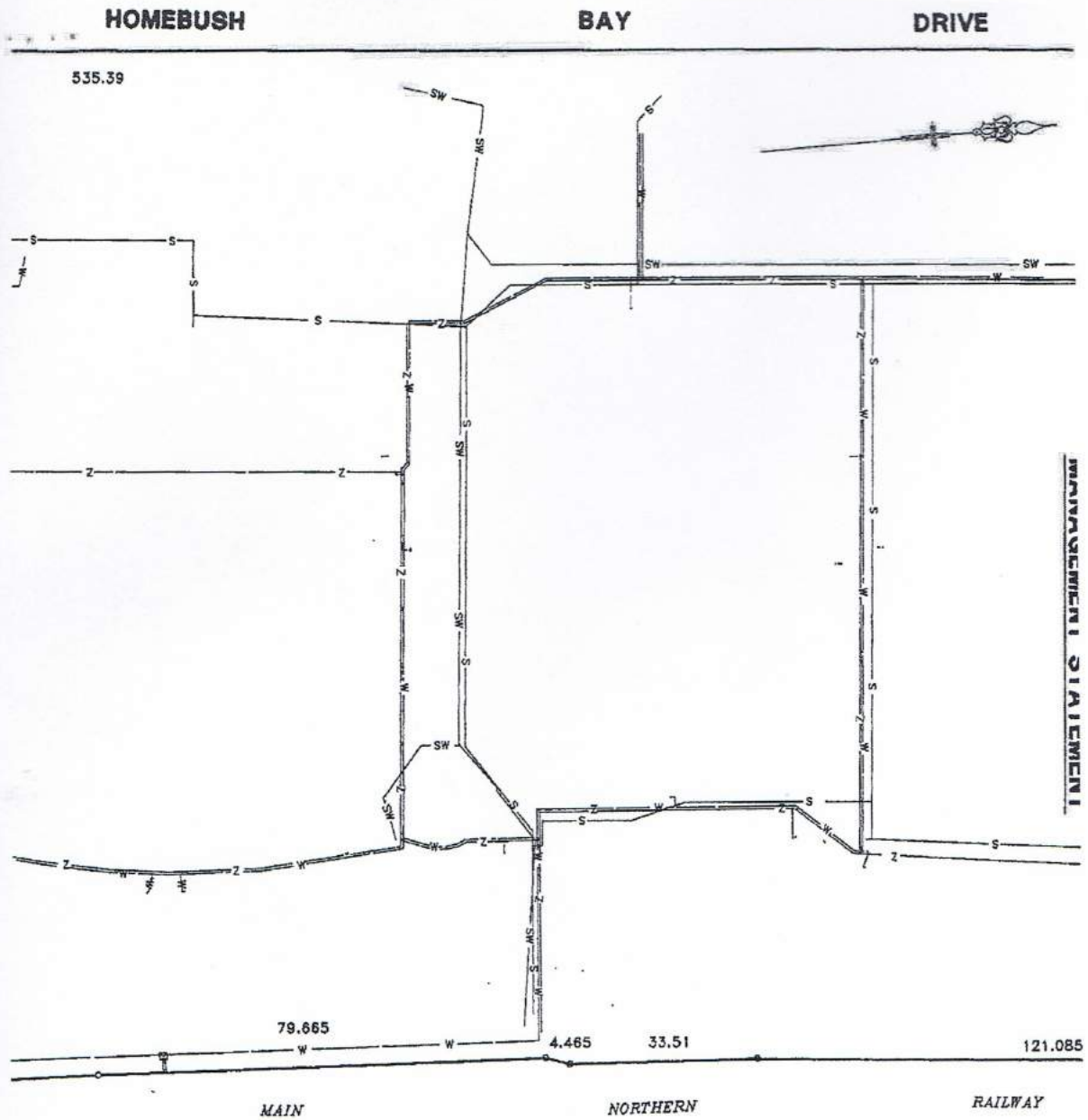
REGISTERED 9267-9-1997

PLAN
 D.P. 2701/31
 SHEET 38 OF 51 SHEETS

OF SERVICE WORKS TO BE EXECUTED (2 OF 5)

CONCEALED & EXPOSED
 GENERAL & SPECIAL
 160 CASTLECREAK ST SYDNEY
 (2 OF 5)

any part of the service works or any other works shown on this plan shall be executed in accordance with the provisions of the relevant Acts and Regulations.



MANAGEMENT STATEMENT

LEGEND

S SEWER

W WATER

SW STORMWATER

Z POSITION OF TRENCH CARRYING GAS, ELECTRICITY, TELECOM & BATTERY

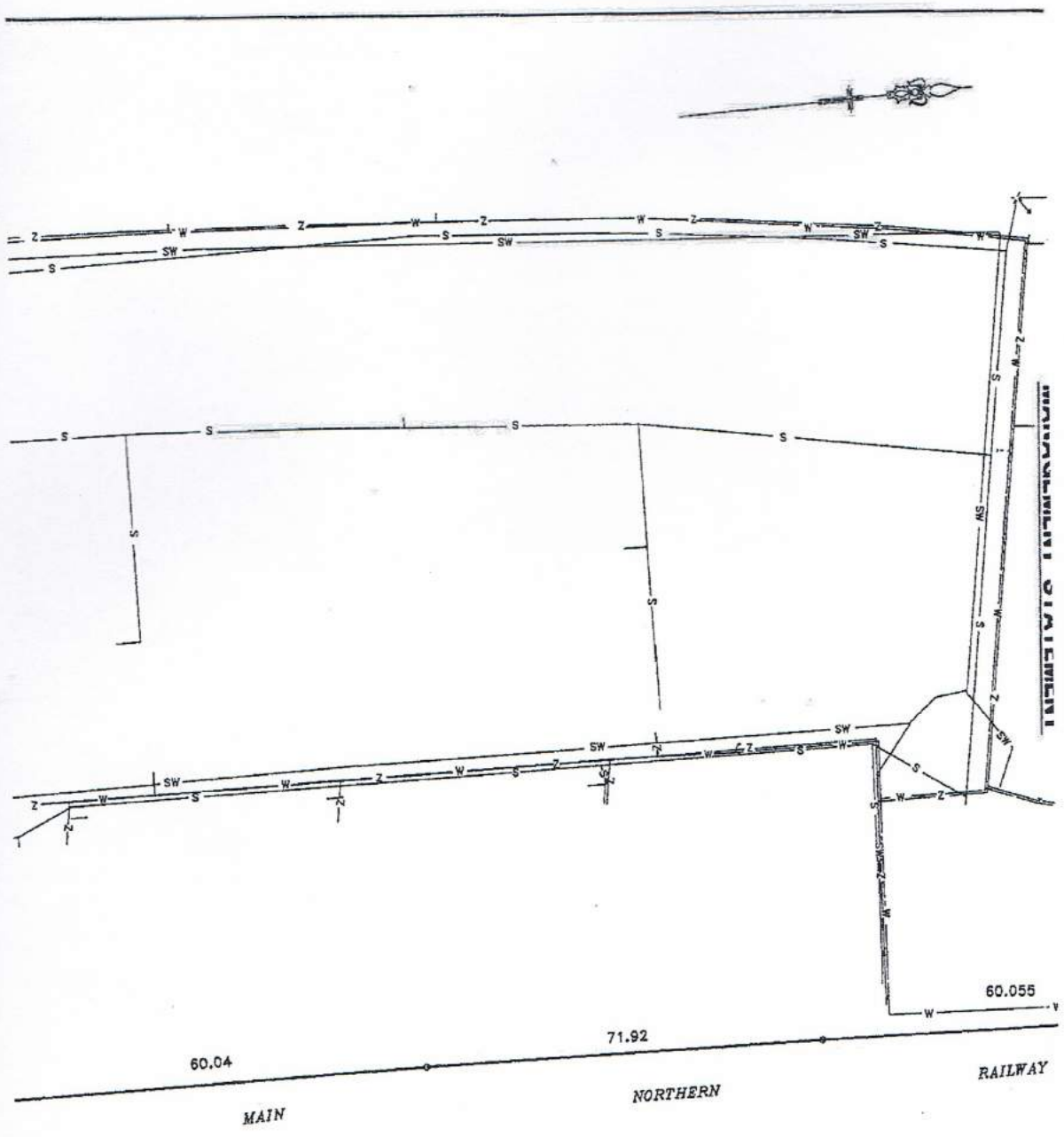
REGISTERED  246-8-1997

<p>PLAN</p> <p>COMMUNITY PLAN</p> <p>D.P. 2701371</p> <p>SHEET 39 OF 41 SHEETS</p> <p>OF SERVICE WORKS TO BE EXECUTED</p> <p>(3 OF 5)</p> <p>CHRISTOPHER J. NORRIS</p> <p>REGISTERED PROFESSIONAL ENGINEER</p> <p>of ENGINEERING IN SA (REGISTERED NUMBER 246-8-1997)</p> <p>Designated Part No. _____</p>

HOMEBUSH

BAY

DRIVE



LEGEND
 S SEWER
 W WATER
 SW STORMWATER
 Z POSITION OF TRENCH CARRIAGE
 GAS, ELECTRICITY, TELECOM & MANTV

REGISTERED
 85-8-1997

PLUM
 D P 210131
 SHEET 14 OF 15 SHEETS

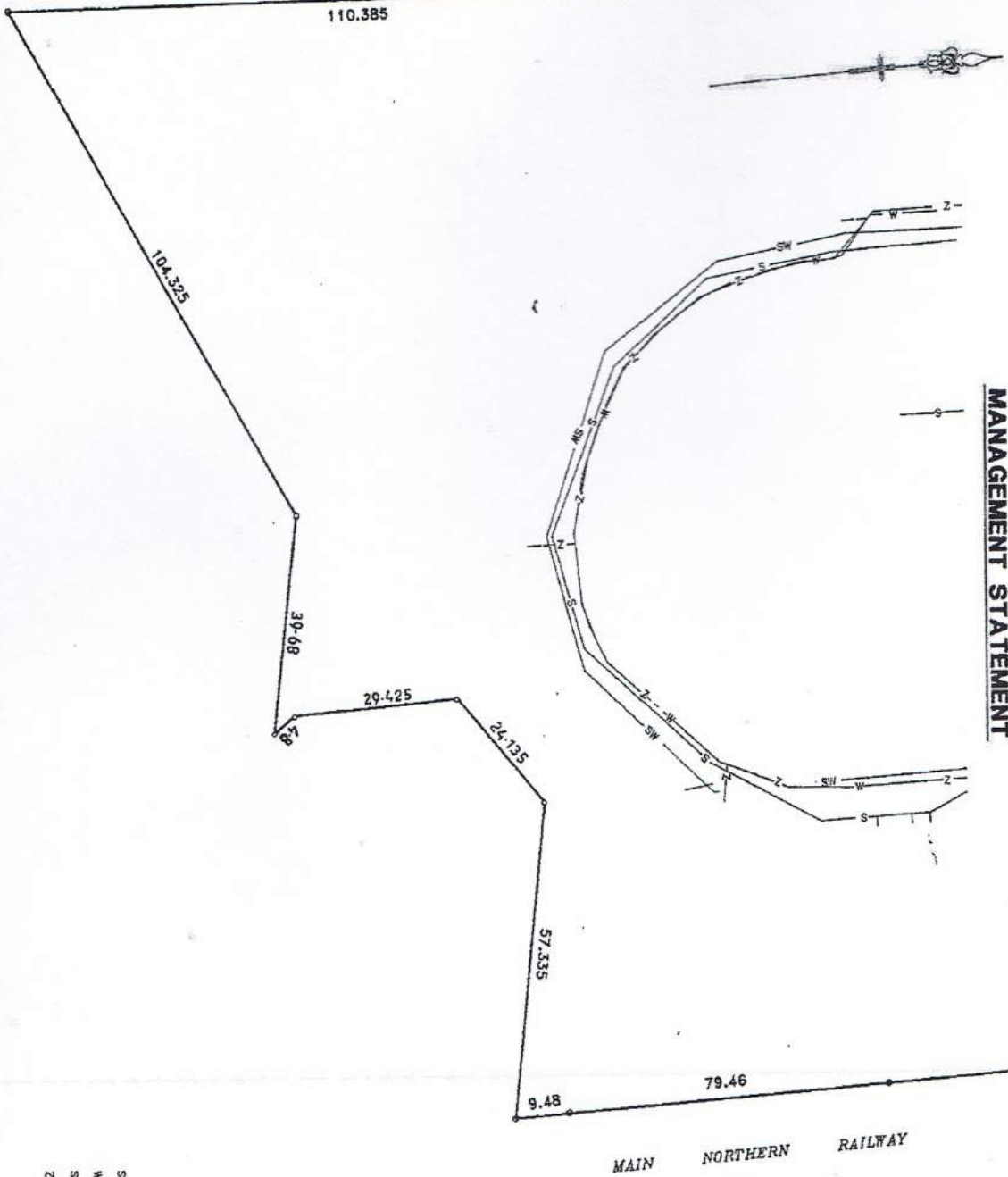
**OF SERVICE WORKS
 TO BE EXECUTED
 (4 OF 5)**

CHARLES ROBERT J. ROBERTSON
 REGISTERED PROFESSIONAL ENGINEER
 140 CASTLEBROUGH ST. STONEY
 MOUNTAIN NSW 2158
 (4 OF 5)
 I hereby certify that this is a plan of the service works for the above-mentioned works and that the same are in accordance with the provisions of the Water Supply Act, 1904 and the Water Supply (Amendment) Act, 1912.


HOMEBUSH

BAY

DRIVE



LEGEND
 S SETBACK
 W WATER
 SW STORMWATER
 Z POSITION OF TRENCH CARTRING
 ORS, ELECTRICAL, TELEPHONE & CABLE

<p>REGISTERED</p>  <p>111-8-1997</p>	<p>COMMUNITY PLAN D.P. 20137 SHEET 41 OF 41 SHEETS</p>
<p>OF SERVICE WORKS TO BE EXECUTED (5 OF 5)</p>	
<p>1. ENGINEER'S DECLARATION I, the undersigned, being a duly qualified and registered Professional Engineer, hereby certify that this is a plan of proposed works as described in the accompanying application and that the same comply with the provisions of the Engineering Act, 1988, and the Engineering Regulations, 1989.</p>	