

**Approved Form 28
COMMUNITY LAND DEVELOPMENT ACT 2021**

NEIGHBOURHOOD MANAGEMENT STATEMENT

(Sheet 1 of 12 Sheets)

WARNING

The terms of this management statement are binding on the neighbourhood association, and each person who is a proprietor, lessee, occupier or mortgagee in possession of a neighbourhood lot.

This statement should be read in conjunction with any community management statement or precinct management statement.

PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

These by-laws relate to the control and preservation of the essence or theme of the development. An association may, in accordance with a special resolution, amend the management statement of the association to change the by-laws of the scheme. (see community scheme and as such may only be amended or revoked by unanimous resolution sections 128 and 131(1) Community Land Management Act 2021).

Nil.

PART 2

RESTRICTED COMMUNITY PROPERTY

These by-laws may not be amended during the initial period and may only be amended after the expiry of the initial period by special resolution and with the written consent of each person entitled by the by-law to use the restricted neighbourhood property (see section 135 Community Land Management Act 2021).

Nil.

PART 3

MANDATORY MATTERS

These are matters which must be addressed in every management statement.

1. OPEN ACCESS WAYS OR PRIVATE ACCESS WAYS

- 1.1 The access ways are private access ways (See sheet 12 of 12 sheets).
- 1.2 Maintenance and repair of the access ways shall be the responsibility of the association.

2. PERMITTED USE OF SPECIAL FACILITIES ON NEIGHBOURHOOD PROPERTY

- 2.1 There are no special facilities provided on the neighbourhood property.

- 2.2 The community association shall be responsible for the cost of maintenance and upkeep of the lawns, gardens, plantings and landscaped areas within the neighbourhood property.
- 2.3 All proprietors in the scheme have equal rights to the quiet enjoyment of the neighbourhood property
- 2.4 A proprietor of a Lot must repair, to the satisfaction of the Neighbourhood Association, any damage caused to the roadway by plant or equipment bought onto the association property with the authority of the proprietor or occupier of a lot.

3. **INTERNAL FENCING**

- 3.1 Subject to clause 3.2 the Dividing Fences Act 1991 applies between the a neighbourhood property and all lots.
- 3.2 No dividing fence shall be erected on the lot burdened unless it is erected without expense to McAuleys No 1 Pty Ltd ACN 641 113 591 its successors and assigns excluding purchasers on sale.

4. **GARBAGE**

- 4.1 No garbage is to be deposited on the association property except in the proper receptacle provided for that purpose which shall be available for collection in accordance with Council's by-laws and ordinances relating to the disposal of garbage.
- 4.2 No unsightly or offensive garbage is to be stored on a lot within a scheme.

5. **SERVICES**

- 5.1 The following services will be available to all lots within the scheme:
 - 5.1.1 **Statutory Services:** The statutory services provided by the Byron Shire Council: there are no statutory services supplied to the Community Association by Byron Shire Council.
 - 5.1.2 **Private Services:** The private services provided by the Community Association are:
 - 5.1.2.1 **Electricity:** electricity is supplied as a private service within Neighbourhood Property to each of the lots identified (#) on the Plan of Service Works.
 - 5.1.2.2 **Stormwater:** Stormwater is provided as a private service within Neighbourhood Property to each of the lots identified (#) on the Plan of Service Works.
- Plan of Service Works (Sheet (#) - (#) of (#) sheets) is provided.
- 5.2 The maintenance of the services will be attended to as follows:
 - 5.2.1 **Statutory Services:** the maintenance of the statutory services designated under clause 5.1.1 will be the responsibility of the relevant service provider.
 - 5.2.2 **Private Services:** the cost of maintenance and repair of the private services designated under clause 5.1.2 will be the responsibility of the neighbourhood association.

5.3 To the extent that the cost of repair or maintenance from time to time of any such services is not borne or liable to be borne by the provider of such services such costs shall:

5.3.1 in the event the requirement for repair or maintenance arises out of any act or omission of any lot proprietor, lessee or occupier or his servants, agents or invitees, be borne by the proprietor of the lot concerned who shall indemnify and keep indemnified the other lot proprietors in the scheme and the community association in respect of such costs; and

5.3.2 in any other event be borne by the neighbourhood association.

6. **INSURANCE**

6.1 The following insurances shall be effected by the neighbourhood association and maintained at all times:

6.1.1 Property Insurance: insurance: in respect of any building or structure on association property against damage or destruction by fire, lightning, explosion or other prescribed risk.

6.1.2 Workers Compensation Insurance: In respect of any event against which it is required by law to insure, including any insurance required to be effected under the Workers Compensation Act 1987 and the Workplace Injury Management and Workers Compensation Act 1998.

6.1.3 Public liability Insurance: in respect of damage to property and in respect of death and bodily injury (including damage, death and bodily injury occurring on an open access way or a private access way) for which the association could become liable in damages

6.1.4 Voluntary Workers Insurance:

6.1.4.1 Against damages for which the association could become liable because of work done by a voluntary worker.

6.1.4.2 Against accidental injury to, or accidental death of, a voluntary worker.

6.1.5 Other Insurance: against the possibility of the members of the association becoming jointly liable under a claim arising out of any other event against which the association decides by special resolution to insure.

6.2 Money paid by an insurer to an association in respect of the destruction of, or damage to, a building on association property must, without delay, be applied by the association in rebuilding, replacing, repairing or restoring the building.

6.3 The insurances effected pursuant to this clause shall be to an amount and in a form required by the Community Land Management Act 2021 and the Community Land Management Regulation 2021.

6.4 The premium for such insurances shall be an outgoing of the association payable from the administrative fund paid maintained by the association.

7. **EXECUTIVE COMMITTEE**

7.1 Chairperson, secretary/treasurer of association

The chairperson, secretary/treasurer of the executive committee shall be respectively the chairperson and secretary/treasurer of the association.

7.2 Executive Committee's Power to Employ Agents and Servants

The executive committee may employ for and on behalf of the association, such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the association.

7.3 Notice of Executive Committee Meetings

No less than 72 hours' notice in writing shall be given by the secretary to the members of the executive committee before the executive committee holds a meeting and a detailed agenda for the meeting shall be included in the notice.

7.4 Executive Committee Meetings May Be Required To Be Convened

The secretary of the association or, in his absence, any member of the executive committee, shall convene a meeting of the executive committee if he is requested to do so by not less than one third of the members of the executive committee within the period of time, if any, specified in the request and, where a member of the executive committee other than the secretary is requested to convene a meeting of the executive committee under the requirement, he may give, on behalf of the executive committee, the notice required to be given under clause 7.3.

7.5 Keeping of Records of Proceedings of the Executive Committee

Powers and Duties of the Secretary of the Association

- 7.5.1 The preparation and distribution of minutes of the meetings of the association and the submission of a motion for confirmation of the minutes of any meeting of the association or the executive.
- 7.5.2 The giving on behalf of the association and the executive committee, the notices required to be given under the Community Land Management Act 2021.
- 7.5.3 The maintenance of the association roll.
- 7.5.4 The supply of the information on behalf of the association in accordance with Schedule 4 of the Community Land Management Act 2021.
- 7.5.5 The answering of communications addressed to the association.
- 7.5.6 Attendance to matters of an administrative or secretarial nature in accordance with the exercise or performance by the association or the executive committee of its respective functions.

Powers and Duties of the Treasurer of the Association

- 7.5.7 The giving of notification to the proprietors of any contributions levied pursuant to the Community Land Management Act 2021.

- 7.5.8 The receipt, acknowledgement and banking of and the accounting for any money paid to the association.
- 7.5.9 The preparation of any certificate applied for under Schedule 4 of the Community Land Management Act 2021.
- 7.5.10 The keeping of the accounting records and preparation of the financial statements referred to in Schedule 1 of the Community Land Management Act 2021.
- 7.5.11 The Treasurer, or some other person authorised by the executive committee may, upon receipt of the water usage invoice from the local authority addressed to the association, read the sub water meters relevant to each lot for the purpose of apportioning and invoicing the lots in accordance with usages.

PART 4

OPTIONAL MATTERS

8. Access Ways

A proprietor, lessee or occupier of a lot shall not park or stand or permit to be parked or stood any vehicle, caravan, trailer or boat upon any access way:

- 8.1 for a period longer than 30 minutes except with the approval in writing of the community association; or
- 8.2 in any manner that interferes with the use of the access way.

9. Statutory Easements

The Statutory easements are to be created pursuant to Section 36 of the Community Land Development Act 2021 are as follows:

- 9.1 **Stormwater:** A statutory easement over the site of the stormwater line identified (#) on the Plan of Service of Works. See sheet (#) of (#) sheets.
- 9.2 **Electricity:** A statutory easement over the site of the electricity line identified (#) on the Plan of Service of Works. See sheet (#) of (#) sheets.
- 9.3 **Communications:** A statutory easement over the site of the communications line identified (#) on the Plan of Service of Works. See sheet (#) of (#) sheets.

10. Maintenance and Condition of Lot

- 10.1 All proprietors must keep their lots in a state of good condition and repair.
- 10.2 Without limiting clause 10.1 a proprietor must:
 - (a) maintain the lawns, gardens and vegetation on the lot in a neat, tidy and well-presented manner.
 - (b) maintain all driveways, paths or similar amenities located on or within its lot.
 - (c) not overload any service or infrastructure of the association.
 - (d) lock all doors and fasten all windows in the proprietors lot when the lot is not occupied.

(e) keep the proprietors lot free from rubbish and excessive vegetation.

11. Signs

A proprietor must not without the prior written consent of the association fix or place any sign, placard, banner, notice or advertisement on or in any part of the lot unless it will be inside a lot and not visible from outside a lot.

PART 5

BY LAWS REQUIRED BY A PUBLIC AUTHORITY

12. Use of Access Ways

Any access way may be utilised by emergency services, bona fide members of the public and public authorities. A proprietor, lessee or occupier of a lot shall not restrict this class of persons from using an access way.

Signatures Consents and Approvals

Executed by the Original Proprietor

Dated _____ day of _____ 202#

Executed by McAuleys No 1 Pty Ltd)
(ACN 641 113 591) pursuant to)
S.127 of the Corporations Act 2001)
_____)
Director

Director/Secretary

Certificate of Approval

It is certified:

(a) that the consent authority has approved of the development described in Development Application No. DA####; and

(b) that the terms and conditions of this management statement are not inconsistent with the development as approved.

Date

Executed by Byron Shire Council by)
its authorised delegate pursuant to)
s.377 Local Government Act 1993 in)
the presence of) _____
Signature of delegate

Signature of Witness

Name of delegate

Name of Witness

Address of Witness

Consent of Mortgagee

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[Insert Services Plan – page 1]

[insert services plan page 2]

[insert services plan page 3]

[insert access way plan]