

Lodger Details

Lodger Code 503696B
Name KEMPS PETERSONS LEGAL PTY LTD
Address PO BOX K372
HAYMARKET 1240
Lodger Box 1W
Email KAVITA.PRASAD@KPLG.COM.AU
Reference 207708 - NSP -

Land Registry Document Identification

AS599357

STAMP DUTY:

Amendment of Management Statement (21CSM)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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Land Title Reference	Part Land Affected?	Land Description
1/270179	N	

Applicant

COMMUNITY ASSOCIATION DP270179
Other legal entity

Document Type

Amendment of Management Statement (21CSM)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
The Certifier has retained the evidence supporting this Registry Instrument or Document.
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of COMMUNITY ASSOCIATION DP270179
Signer Name MICHELLE MONICA KUMAR
Signer Organisation KEMPS PETERSONS LEGAL PTY LTD
Signer Role PRACTITIONER CERTIFIER
Execution Date 02/11/2022

Form: 21CSM
Release: 2-6

**AMENDMENT/CONSOLIDATION
OF
MANAGEMENT STATEMENT**

Leave this space clear. Affix additional
pages to the top left-hand corner.

New South Wales
Section 108 Community Land Development Act 2021

Section 28 Community Land Development Regulation 2021

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

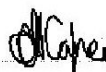
(A) TORRENS TITLE	1/270179		
(B) LODGED BY	Document Collection Box 6508C	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 136319 KEMPS PETERSONS LEGAL PTY LTD DX 11553 SYDNEY DOWNTOWN registrations@kplg.com.au Email: registrations@kplg.com.au Reference: FILE NO: 207708 - NSP	CODE CS
(C) APPLICANT	Community Association Deposited Plan No. 270179		
(D)	The applicant certifies that a special resolution was passed on 18 July 2022 pursuant to the requirements of section 131 of the Community Land Management Act 2021 to amend the management statement as follows:		
(E) BY-LAWS	Repealed	Added/Amended SEE BELOW as fully set out below	
(F) TEXT OF ADDED/AMENDED BY-LAW			

ADDED BY-LAW 69
AMENDED BY-LAW 21

SEE ANNEXURE A

- (G) A consolidated version of the management statement affecting the abovementioned association and incorporating the change referred to at Note (E) is annexed hereto and marked A
- (H) The common seal of the Community association deposited plan 270179 was affixed hereto in the presence of a person authorised by section 235 of the Community Land Management Act 2021 to attest the affixing of the seal.

Signature of witness:



Name of witness: ANGELA CAPRI LICENSED STRATA MANAGING AGENT,
NSW STRATA MANAGEMENT PTY LTD

Date: 02 November 2022

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2112



APPROVED FORM 18
COMMUNITY LAND DEVELOPMENT ACT
ATTESTATION

The common seal of the Community Association Deposited Plan No. 270179 was affixed hereto on 2 November 2022 in the presence of the following person(s) authorised by section 235 Community Land Management Act 2021 to attest the affixing of the seal.

Signature:



Name: Angela Capri

Authority: Licensed Strata Managing Agent
NSW Strata Management Pty Ltd



ANNEXURE A

DEPOSITED PLAN 270179

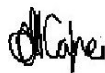
COMMUNITY MANAGEMENT STATEMENT

TARBAN

**MORTIMER LEWIS DRIVE
HUNTLEYS COVE NSW 2111**

The common seal of the Community Association Deposited Plan No. 270179 was affixed hereto on 2 November 2022 in the presence of the following person(s) authorised by section 235 Community Land Management Act 2021 to attest the affixing of the seal.

Signature:



Name: Angela Capri

Authority: Licensed Strata Managing Agent
NSW Strata Management Pty Ltd



DEPOSITIED PLAN 270179

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Tarban Community Management Statement

1 - What is a community management statement?

1.1 A community management statement is a set of by-laws and plans that regulate the management and operation of a community scheme.

1.2 A community management statement tells the Community Association and owners and Occupiers what they must do and must not do. It is an essential document for everyone who lives in the community scheme.

2 - Do I have to comply with this management statement?

You must comply with this management statement if you:

- (a) own a lot in Tarban;
- (b) live in Tarban;
- (c) are a mortgagee in possession of a lot in Tarban; or
- (d) are a Owners Corporation.

3 - How does the management statement work?

3.1 There are 5 parts in the management statement:

Part 1 Architectural and landscape standards

By-laws about the architectural and landscape standards and how the Community Association will control and preserve standards are in part 1. The Community Association may only change or cancel these by-laws by unanimous resolution.

Part 2 Your rights and obligations

This part has important by-laws about your obligations as an Owner or Occupier in Tarban. The Community Association may change or cancel by-laws in part 2 by special resolution.

Part 3 The Community Association's rights and obligations

This part has important by-laws about the Community Association and insurance, Committee meetings and contracts. The Community Association may change or cancel by-laws in part 3 by special resolution.

Part 4 Tarban and Community Property

By-laws in this part give details about Community Property and using facilities. There are also by-laws about internal fencing, services and access ways. The Community Association may change or cancel these by-laws by special resolution.

By-laws restricting the use of Community Property to certain people are in part 4. The Community Association may change or cancel these types of by-laws by special resolution and with the written consent of each person who has the restricted use rights.

The Community Association cannot change or cancel by-laws restricting use of Community Property during the initial period.

Part 5 Dictionary

Words written Like This and some other words have special meanings. Part 5 explains what they mean.

3.2 Public authorities (eg Hunters Hill Council and water and electricity providers) have required the Community Association to include some by-laws in the management statement. The management statement identifies these by-laws by saying "This is a public authority by-law." The Community Association must have the public authority's consent to change public authority by-laws.

3.3 You are entitled to a copy of this management statement (at your cost). Contact the Community Association's managing agent or secretary to arrange to inspect the management statement or get a copy.

Part 1

Architectural and landscape standards

4 - Architectural and landscape standards

4.1 The Community Association may make architectural and landscape standards for Tarban.

4.2 You must comply with architectural and landscape standards if you:

- (a) are the Community Association;
- (b) are a Owners Corporation;
- (c) own a lot in Tarban;
- (d) live in Tarban; or
- (e) are a mortgagee in possession of a lot in Tarban.

5 - How to change the standards

5.1 The Community Association may change or add to the architectural and landscape standards by unanimous resolution.

5.2 You or a Owners Corporation may apply to the Community Association to change or add to the standards. Your application must:

- (a) be in writing; and
- (b) specify how you want the Community Association to change the standards.

5.3 The Community Association may ask you for more information about your application.

5.4 The Community Association has refused your application if it does not make a decision within 2 months.

5.5 The Community Association must give a copy of changed standards to:

- (a) Owners Corporation; and
- (b) the owners of community development lots.

5.6 You or a Owners Corporation may ask the Community Association for a copy of the standards (at your cost). The Community Association must give you a copy.

6 - Approvals for building and landscaping changes and new structures

6.1 You and Owners Corporation must have the Committee's consent to change a building or landscaping or build a new structure. The Committee may give or refuse consent at its absolute discretion.

6.2 Despite by-law 6.1:

- (a) you may landscape within courtyard area of your lot;
- (b) you may carry out minor works so long as they do not adversely affect the amenity of an adjoining lot or community or common property; or
- (c) you may carry out works to the interior of a dwelling on your lot so long as those works are not visible from outside your lot Tarban, and do not involve community or common property

without the consent of the Committee.

6.3 The Committee must decide an application under this by-law within 2 months of receiving it.

6.4 The Committee has refused an application if it does not make a decision within 2 months of receiving it.

6.5 The Committee may ask the Community Association to make a decision about an application. If this happens, the Community Association may give or refuse consent at its absolute discretion.

7 - How to apply for building and landscaping changes and new structures

7.1 You and Owners Corporation must apply in writing to the Committee for consent to change a building or landscaping or build a new structure. You must submit plans and specifications with your application.

7.2 Plans and specifications for building changes and new structures must:

- (a) show the design, height, width, colour, size, materials and location of the proposed works;
- (b) show the location and elevation of the proposed works and how they relate to the surrounding area; and
- (c) have a landscaping proposal.

7.3 Plans and specifications for landscaping changes must:

- (a) show the design, types of plants, shape, colour, height, quantity and location of the proposed works;
- (b) show the location and elevation of the proposed works and how they relate to the surrounding area;
- (c) show the nature and type of proposed landscaping materials; and
- (d) explain how existing plants will be dealt with.

7.4 For building and landscaping changes and new structures, the Committee must consider the information in your application and:

- (a) the suitability and quality of the proposed works;

(b) the harmony of the proposed works with existing structures and landscaping;

(c) this management statement;

(d) rules; and

(e) architectural and landscape standards.

7.5 The Committee must decide an application under this by-law within 2 months of receiving it.

7.6 The Committee has refused an application if it does not make a decision within 2 months of receiving it.

7.7 The Committee may ask for further information.

8 - Consents from Government Agencies

8.1 You must comply with the law and obtain consents from relevant Government Agencies if you want to change a building or landscaping or build a new structure.

8.2 You may only apply for consent from Government Agencies after the Committee has given its consent to your proposal.

9 - Future consents for building and landscaping changes and new structures

The Committee may review each application for changes to buildings and landscaping and new structures in its absolute discretion and may give or refuse consent as it chooses. It is not bound by its past decisions.

10 - Changes and new structures by the Community Association or a Owners Corporation

The Community Association and Owners Corporation must comply with the architectural and landscape standards if they make building or landscaping changes or build new structures.

11 - Changing by-laws in part 1

The Community Association may change or cancel by-laws in part 1 only by unanimous resolution.

Part 2

Your rights and obligations

12 - Your behaviour

12.1 You must not:

(a) make noise or behave in a way that might interfere with another Owner or Occupier or their visitors;

(b) use language or behave in a way that might cause offence or embarrassment to another Owner or Occupier or their visitors;

(c) obstruct a person's legal use of Community Property or Common Property;

(d) use equipment that interferes with equipment or appliances used by other owners or Occupiers;

(e) do anything that might damage the good reputation of Tarban; or

(f) do anything in Tarban that is illegal.

12.2 You must be adequately clothed when you are on Community Property or Common Property.

12.3 You must not allow children in your care to:

- (a) play on Community Property or Common Property other than open space areas that are not dangerous to children; or
- (b) unless an adult exercising effective control is with them, be in a dangerous area of Community Property or Common Property (eg a carpark).

13 - You are responsible for others

13.1 You must:

- (a) make sure your visitors comply with this management statement;
 - (b) make sure your visitors comply with by-laws for your Strata Scheme;
 - (c) make your visitors leave Tarban if they do not comply with this management statement or by-laws for your Strata Scheme;
 - (d) take reasonable care about who you invite into Tarban; and
- (e) accompany your visitors at all times, except when they are entering and leaving Tarban.

13.2 If you lease your lot (or it is subject to a licence agreement), you must:

- (a) give the tenant or licensee a copy of this management statement and changes to it;
- (b) give the tenant or licensee a copy of the by-laws for your Strata Scheme and changes to it;
- (c) make sure the tenant or licensee and their visitors comply with this management statement and the by-laws for your Strata Scheme; and
- (d) take all action available to you, including action under the lease or license agreement, to make the tenant or licensee comply or leave Tarban.

13.3 You must not allow another person to do anything that you cannot do under:

- (a) this management statement; or
- (b) the by-laws for your Strata Scheme.

14 - Your lot

14.1 You must:

- (a) keep your lot and improvements erected on the lot, clean and in good repair;
- (b) clean the glass in the windows and doors of your lot, even if they are Common Property. You do not have to clean windows and doors that you cannot access safely;
- (c) properly maintain and replace an installation or alteration made under this management statement that services your lot whether or not you made it; and
- (d) at your expense, comply with all laws about your lot including, without limitation, requirements of Government Agencies.

14.2 You must keep floors in your lot covered or treated to stop the transmission of noise that might disturb another Owner or Occupier. This does not apply to floors in the kitchen, bathroom, lavatory or laundry of your lot.

14.3 You must have the Community Association's consent to:

- (a) keep anything in your lot that is visible from outside the lot and is not in keeping with the appearance of Tarban or your Strata Scheme;
- (b) install bars, screens, grilles, security locks or other devices on the exterior of windows or doors in your lot; or
- (c) attach or hang an aerial, security device or wires outside a building.

14.4 You must immediately notify the Community Association if you use your lot in a way that

- (a) adversely effects (or might adversely effect) another lot, Community Property or Common Property; or
- (b) interferes with a person's use and enjoyment of their lot.

15 - Drying your laundry

15.1 You must not hang laundry, bedding or other articles:

- (a) on the balcony or courtyard of your lot; or
- (b) in any yard if the items referred to in this by-law are visible from a public road or open or private access way; or
- (c) in an area that is visible from outside your Strata Scheme.

15.2 Despite by-law 15.1, you may hang laundry, bedding or other articles in a rear courtyard of your lot so long as:

- (a) those items are not visible from the front of the dwelling on your lot; or
- (b) they are not hung so that they are higher than the closest dividing fence.

15.3 The Community Association may designate areas except those in 15.1, in which you may hang your laundry.

16 - Keeping flammable materials

16.1 You may keep flammable materials in your lot if you:

- (a) use them in connection with the lawful use of your lot; and
- (b) keep them in reasonable domestic quantities.

16.2 You may not keep flammable materials on Community Property or Common Property.

17 - Fire control

17.1 You must comply with laws about fire control.

17.2 You must not:

- (a) interfere with fire safety equipment; or
- (b) obstruct fire stairs or fire escapes.

18 - Keeping an animal

18.1 Repealed

18.2 You may keep an animal in your lot if the lot is a lot in a subsidiary scheme created on the subdivision of each community development lot with the consent in writing of the community association.

18.3 You must ensure that your animal:

- (a) does not enter another lot;
- (b) is on a leash and properly controlled when the animal is on Community Property or Common Property; and
- (c) is contained within the boundaries of your lot when not on Community Property or Common Property.

18.4 The Community Association has the right at any time to order you to remove your animal if it becomes offensive, vicious, noisy or a nuisance to other Owners or occupiers.

18.5 You are responsible:

- (a) to other Owners, occupiers and people using Community Property or Common Property for:
 - (i) any noise your animal makes which causes unreasonable disturbance; and
 - (ii) damage to or loss of property or injury to any person caused by your animal; and
- (b) to clean up after your animal.

19 - How to dispose of your garbage

19.1 You must sort, store and make your garbage and recyclable materials available for collection according to:

- (a) Hunters Hill Council's instructions;
- (b) the Community Association's instructions; and
- (c) instructions from your Owners Corporation. The management statement or by-laws for your Owners Corporation may have additional requirements about garbage disposal.

Hunters Hill Council's instructions prevail if there is a conflict in these instructions.

19.2 You must not:

- (a) deposit garbage on Community Property or Common Property;
- (b) put anything in another person's garbage bin without their consent;
- (c) store garbage on your lot so that it is visible from an accessway or Community Property;
- (d) store garbage in your lot so that it is visible from an accessway or Community Property;
- (e) store garbage beyond reasonable domestic quantities; or
- (f) place garbage receptacles on Community Property other than for a reasonable time before and after the times set aside for the collection of garbage.

- (a) interfere with or damage their property;
- (b) remove equipment or other articles from their property;
- (c) use or adjust their equipment; or
- (d) use their property as a garden.

22.3 You must not bring heavy items into Tarban that may cause structural damage to a building, accessway or any other part of Community Property, including landscaped areas.

23 - You cannot interfere with other lots or Community Property

23.1 You must not do anything to your lot that will:

- (a) interfere with a support or shelter provided to another lot, Community Property or Common Property; or
- (b) interfere with garbage services, Service Lines, Private Services or Statutory Services.

23.2 You must not use Community Property or Common Property in a way that interferes unreasonably with another person's use and enjoyment of that property.

24 - Insurance & your obligations

24.1 You must have the Community Association's consent to do anything that might invalidate, suspend or increase the premium for a Community Association insurance policy.

24.2 You must have an Owners Corporation's consent to do anything that might invalidate, suspend or increase the premium for a Owners Corporation insurance policy.

24.3 If the Community Association or a Owners Corporation gives you consent under this by-law it may make conditions that, without limitation, require you to reimburse them for increased premiums.

25 - Payments you will have to make

25.1 You must comply with this management statement at your cost.

25.2 You must pay or reimburse the Community Association on demand for any of its expenses caused by you not complying with this management statement, including consultants' fees and administrative costs.

25.3 You must pay interest to the Community Association on any amount that you owe the Community Association but do not pay. The Community Association must calculate interest according to the method in the Management Act

25.4 The Community Association may recover more than the interest calculated under this by-law.

26 - Changing by-laws in part 2

Except for public authority by-laws, the Community Association may change or cancel by-laws in part 2 only by special resolution.

20 - Parking on Community or Common Property

20.1 You must:

- (a) have the Community Association's consent to park on Community Property; and
- (b) have a Owners Corporation's consent to park on its Common Property.

20.2 You must not repair a vehicle on Community Property or Common Property unless it is an emergency repair.

20.3 The Community Association and Owners Corporation may designate parts of their property as:

- (a) parking areas for use by owners, Occupiers and their visitors; and
- (b) washing bay areas for use by owners and Occupiers.

20.4 Your visitors may use visitor parking areas for casual parking only.

20.5 This by-law does not apply to the Developer in respect of community development lots.

21 - Displaying a sign

21.1 You must have the Community Association's consent to display a sign or advertisement.

21.2 You must follow the Community Association's instructions about the type, shape, size, and location of the sign.

21.3 You do not need the Community Association's consent to put up a "For Sale" or "For Lease" sign. However, you must ensure the "For Sale" or "For Lease" sign:

- (a) is installed in front of the Community Lot;
- (b) has the apartment number or house number of the property that is for sale or for lease; and
- (c) complies with all applicable law and any approval required from any regulatory authority.

21.4 You (or your real estate agent on your behalf) must remove a "For Sale" sign within 14 days of the date that contracts were exchanged to sell a property within the Community Association and make good any damage.

21.5 You (or your letting agent on your behalf) must remove a "For Lease" sign within 14 days of the date a lease was executed to rent a property within the Community Association and make good any damage.

22 - Damage to Community Property

22.1 You must:

- (a) use Community Property and Common Property only for their intended purposes;
- (b) immediately notify the Community Association or a Owners Corporation if you know about damage to or a defect in their property; and
- (c) compensate the Community Association or a Owners Corporation for any damage you or your visitors cause to their property.

22.2 You must have the Community Association's consent or a Owners Corporation's consent to:

Part 3

The Community Association's rights and obligations

27 - Functions of Committee officers

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

27.2 The functions of the secretary are to:

- (a) convene Community Association meetings and Committee meetings;
- (b) prepare and distribute minutes of Community Association meetings and Committee meetings;
- (c) give notices under the Management Act for the Community Association and the Committee;
- (d) supply certificates about contributions, insurance and other matters under clause 2 of schedule 4 of the Management Act;
- (e) answer communications sent to the Community Association;
- (f) perform administrative and secretarial functions for the Community Association and the Committee; and
- (g) keep records according to the Management Act.

27.3 The functions of the treasurer are to:

- (a) send notices of contributions to Community Association members and collect contributions;
- (b) receive, acknowledge, bank and account for money paid to the Community Association;
- (c) prepare certificates about contributions, insurance and other matters under clause 2 of schedule 4 of the Management Act;
- (d) keep accounting records according to the Management Act; and
- (e) prepare financial statements according to the Management Act.

27.4 The function of the chairperson is to preside at Community Association meetings and Committee meetings at which they are present.

28 - Paying Committee members

28.1 The Community Association cannot pay Committee members for performing their functions.

28.2 The Community Association must reimburse Committee members for their reasonable out of pocket expenses for performing their functions.

29 - Protection for Committee members

29.1 Committee members are not liable for any loss or damage caused by their actions as Committee members except for fraud or negligence.

29.2 The Community Association may effect insurance to indemnify Committee members against loss or damage referred to in this by-law (except fraud or negligence).

30 - How to convene a Committee meeting

30.1 Committee meetings must be convened:

- (a) by the secretary of the Community Association if they are asked to do so by one-third of the Committee members; or
- (b) by another Committee member if, in the secretary's absence, one-third of the Committee members ask them to do so.

30.2 The secretary or other Committee member must convene the meeting:

- (a) within the time specified in the notice asking for the meeting; or
- (b) if the notice does not specify a time, within 14 days of being asked.

31 - You may attend Committee meetings

You or your company nominee may attend Committee meetings. You may address the meeting only if the Committee agrees.

32 - Notices and minutes for Committee meetings

32.1 The Committee must have a notice board on Community Property.

32.2 At least 72 hours before the Committee holds a meeting, the secretary or the Committee member who convenes the meeting must put on the notice board:

- (a) a notice advising that the meeting will be held; and
- (b) the agenda for the meeting.

32.3 The agenda for the meeting must include details of all the business the Committee will deal with at the meeting. The Committee cannot deal with other business at the meeting.

32.4 The secretary or the Committee member who convenes the meeting must:

- (a) send minutes of the Committee meeting to each member within 7 days after the meeting;
- (b) make sure that the minutes stay on the notice board for at least 14 days.

32.5 The Committee must keep copies of agendas and minutes of its meetings:

- (a) with the Community Association's records; and
- (b) for 7 years from the date of the meeting (or for the period the law requires the Community Association to keep its meeting records).

33 - Committee decisions made in writing

33.1 The Committee may vote on motions in writing if:

- (a) notice of the meeting and an agenda have been provided according to this management statement;
- (b) each Committee member has been given the motion to be decided at the meeting; and
- (c) a majority of Committee members approve the motion in writing.

33.2 The secretary or the Committee member who convenes the meeting must distribute minutes of decisions made in writing to Community Association members according to this management statement.

33.3 The Committee must keep copies of agendas and minutes of meetings held in writing:

- (a) with the Community Association's records; and
- (b) for 7 years from the date of the meeting (or for the period the law requires the Community Association to keep its meeting records).

34 - Annual review of insurances

34.1 Each year the Community Association must review:

- (a) the policies it has effected; and
- (b) whether it needs new policies.

34.2 Each year the Committee's secretary must include a motion in the annual general meeting notice for the Community Association to decide if it should confirm or change its insurance policies.

35 - Regular valuations of Community Property

35.1 Every fifth year, the Community Association must have a person, who is either registered as a practising real estate valuer under the Valuers Registration Act 1975 or has successfully completed a course conducted by a tertiary institution that qualifies the person to be a quantity surveyor value the buildings and structures Community Property.

35.2 The Community Association must give a copy of the valuation to each of its members.

36 - Insuring new risks

The Community Association must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Community Association or Community Property.

37 - Contracts by the Community Association

The Community Association has the power to make agreements or enter into licences for itself or for a Owners Corporation to provide:

- (a) management, operation, maintenance and other services for Community Property and Common Property;
- (b) services or amenities to owners and Occupiers; and
- (c) services or amenities to Community Property and Common Property.

38 - Contract for management services

Initial period disclosure

38.1 The Community Association may (but is not obliged) to enter into an agreement with the Site Manager during the initial period. The effect of the agreement is disclosed in this by-law for the purposes of section 24 of the Act.

Parties to the agreement

38.2 The Community Association has the power (for itself, for Strata Corporations and for the owners of Stratum Lots) to appoint and enter into an agreement with the Site Manager to provide management, maintenance and operational services for Tarban.

38.3 If the Community Association enters into an agreement with the Site Manager under by-law 37 on behalf of a Strata Corporation, the Strata Corporation must adopt the terms of the agreement at its first general meeting.

38.4 If the Community Association enters into an agreement with the Site Manager under by-law 37 on behalf of the owner of a Stratum Lot and in respect of the matters in part 5 of this management statement, the owner must accept the terms of the agreement.

38.5 The term of the agreement may be up to 10 years.

38.6 The Site Manager's duties may include (without limitation) any one or more or all of the following:

- (a) cleaning, caretaking, security, supervision, service and procuring the provision of services for Community Property, Restricted Common Property and Common Property for which the Community Association is responsible;
- (b) supervising the security, cleaning, repair, maintenance, renewal or replacement of Community Property and other property for which the Community Association is responsible;
- (c) providing services to the Community Association, Strata Corporations, owners and occupiers including, without limitation, the services of a handyperson, room cleaning and servicing, food and non-alcoholic drink service;
- (d) providing letting services, property management services, sales services and similar services;
- (e) operating the security key system for Community Property, the swimming pool and spa, the tennis courts and the clubhouse and gymnasium according to these by-laws;
- (f) supervising Community Association employees and contractors;
- (g) supervising Tarban generally; and
- (h) anything else that the Community Association agrees is necessary for the operation and management of Tarban.

38.7 The Site Manager must comply with the Community Association's instructions about performing its duties.

38.8 The Site Manager's remuneration may be based on the market cost of performing the Site Manager's duties plus a profit margin.

38.9 The Site Manager may with the written consent of the Community Association (which may not be unreasonably withheld) assign its rights ' under the agreement to a respectable and responsible assignee.

38.10 The agreement may provide that:

- (a) The Community Association may terminate the agreement if the Site Manager:
 - (i) assigns its interest other than according to the agreement;
 - (ii) does not carry out its duties within 21 days after the Community Association gives it a notice specifying the duties that have not been performed;
 - (iii) is guilty of gross misconduct or gross negligence in performing its duties; or
 - (iv) becomes insolvent.

(b) The Site Manager may terminate the agreement:

- (i) if the Community Association does not carry out its duties within 21 days the Site Manager gives it a notice specifying the duties that have not been done;
- (ii) if the Community Association does not pay the Site Manager within 14 days of the due date; or
- (iii) if Tarban is varied or terminated according to the *Community Land Development Act 1989* (NSW).

Letting and tenancy management services

38.11 While the agreement is in force, the Community Association must have consent from the Site Manager to enter an agreement with another person for the provision of services under this by-law or for letting services, property management services, sales services and similar services.

38.12 Despite by-law 38.11, the agreement must contain an acknowledgment by the Site Manager that owners and occupiers:

- (a) are not bound to use the letting services, property management services, sales services and similar services provided by the Site Manager; and
- (b) may use the person of their choice to provide those services.

39 - Private services provided by the Community Association

39.1 The Community Association has the power for itself and for a Owners Corporation to:

- (a) provide Private Services to a Owners Corporation, an Owner or an Occupier;
- (b) arrange for the installation and maintenance of Services Lines to provide Private Services; and
- (c) make agreements with persons to monitor or provide Private Services.

39.2 You must have the Community Association's consent to:

- (a) interfere with Private Services; and
- (b) obstruct access to, overload or damage Private Services.

39.3 You must immediately notify the Community Association if you know about a fault in a Private Service.

39.4 The Community Association (or persons authorised by it) may enter your lot to do work on Private Services. The Community Association must give you reasonable notice before it enters your lot unless there is an emergency.

40 - Rules

40.1 The Community Association may make rules about the control, management, operation, use and enjoyment of Tarban.

40.2 The Community Association may change or add to the rules at anytime.

40.3 You must comply with the rules.

41 - Restricting access to Community Property

The Community Association may close off or restrict, by Security Keys, access to Community Property.

41.1 The Community Association may close off or restrict access to Community Property facilities if this will help to control and administer those facilities.

42 - Security Keys

42.1 If the Community Association restricts access to parts of Community Property, the Community Association may give you a Security Key. The Community Association may charge you a fee or bond if you want extra or replacement Security Keys.

42.2 You must:

- (a) take all reasonable steps not to lose Security Keys;
- (b) return Security Keys to the Community Association if you move out of Tarban; and
- (c) notify the community schemes manager if you lose Security Keys.

42.3 If you lease or licence your lot:

- (a) you must notify the Community Association in writing of the name or names of the occupants to whom a Security Key is issued; and
- (b) you must include a requirement in the lease or licence that the Occupier must return the Security Keys to the Community Association when they move out of Tarban.

42.4 You must not:

- (a) copy a Security Key; or
- (b) give Security Keys to someone who is not an Owner or Occupier.

42.5 Security Keys belong to the Community Association.

43 - How the Community Association gives consent

43.1 The Community Association may make conditions if it gives you consent to do things under this management statement. You must comply with the conditions.

43.2 The Community Association may revoke its consent if this is practicable.

43.3 The Community Association may withhold its consent under this management statement in its absolute discretion (unless a by-law says otherwise).

43.4 A consent, notice or authorisation by the Community Association under this management statement must be in writing.

44 - Security at Tarban

44.1 The Community Association and Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into Tarban; and
- (b) prevent fires and other hazards.

44.2 The Community Association and Owners Corporation may install and operate in their property security cameras and other surveillance equipment for the security of Tarban.

44.3 You must take reasonable care to make sure that fire doors are closed and security doors are locked when they are not being used.

44.4 You must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of Tarban.

45 - The Community Association's right if you do not comply with this management statement

45.1 The Community Association may do anything on your lot that you should have done under this management statement but which you have not done or have not done properly.

45.2 The Community Association must give you a written notice specifying when it will need to enter your lot to do the work. You must:

- (a) give the Community Association (or persons authorised by it) access to your lot according to the notice and at your cost; and
- (b) pay the Community Association for its cost for doing the work.

45.3 The Community Association may recover any money you owe it under this management statement as a debt.

45.4 The Community Associations powers under this by-law are in addition to those it has under the Management Act.

46 - The Community Association's responsibility for damages

The Community Association is not liable for damage to or loss of property or injury to any person in or near Tarban except if the Community Association or its employees or agents are negligent.

47 - Certificates

A certificate about a matter or an amount owed to the Community Association under this management statement is prima facie evidence of the facts stated in it if these parties sign it:

- (a) the Community Association;
- (b) the Community Association's managing agent; or
- (c) the secretary of the Community Association.

48 - How to contact the Community Association

You must make applications, requests, notices and complaints to the Community Association in writing and must address them to its managing agent or its secretary.

49 - Changing by-laws in part 3

The Community Association may change or cancel by-laws in part 3 only by special resolution.

Part 4

Tarban and Community Property

50 - Community Property

50.1 Community Property includes (or will include):

- (a) swimming pool and spa area;
- (b) clubhouse and gymnasium;
- (c) tennis courts;
- (d) gazebos; and
- (e) Open Space Area.

50.2 The Community Association must control, manage and maintain Community Property.

50.3 The Community Association may make agreements with others for management, operational, maintenance and other services for Community Property.

51 - The Swimming pool and Spa Area

51.1 You and your visitors may use the swimming pool and spa area in Tarban. You must accompany your visitors when they are in the area

51.2 The Community Association must control, manage, operate and maintain the swimming pool and spa area.

51.3 You may use the swimming pool and spa area daily from 7.00am to 9. 00pm (or at other times by prior arrangement with the Community Association).

51.4 You must make sure that an adult exercising effective control accompanies children who are in your care when the children are in the swimming pool and spa area.

51.5 You must have the Community Association's consent to:

- (a) bring food or drink into the swimming pool and spa area;
- (b) hold parties or other functions in the swimming pool and spa area; and
- (c) interfere with, operate or adjust swimming pool and spa area equipment.

51.6 You must not:

- (a) bring glass objects, drinking glasses and sharp objects into the swimming pool and spa area; or
- (b) run, play, be noisy or do anything that might be dangerous while you are in the swimming pool and spa area.

51.7 The Community Association may make rules about using the swimming pool and spa area.

51.8 The concept plan in this management statement shows the location of the swimming pool and spa area.

52 - Using the tennis courts

52.1 You and your visitors may use the tennis courts in Tarban. You must accompany your visitors when they use the tennis courts.

52.2 The Community Association must control, manage, operate and maintain the tennis courts.

52.3 You may use the tennis courts daily from 7.00am to 9.00pm (or at other hours nominated by the Community Association).

52.4 You must:

- (a) make sure that an adult exercising effective control accompanies children who are in your care when the children use the tennis courts; and
- (b) be appropriately dressed and wear rubber (non-marking) tennis shoes when you use the tennis courts.

52.5 You must have the Community Association's consent to:

- (a) bring food or drink into the enclosed tennis court area;
- (b) hold parties or other functions in the enclosed tennis court area; and
- (c) interfere with, operate or adjust tennis court equipment.

52.6 You must not

- (a) behave in a way that disturbs other owners, Occupiers or their visitors when you use the tennis courts or watch a tennis match; or
- (b) bring glass objects, drinking glasses and sharp objects into the tennis court area.

52.7 The Community Association may make rules about using the tennis courts.

52.8 The concept plan in this management statement shows the location of the tennis court area.

53 - Using the clubhouse and gymnasium

53.1 You and your visitors may use the clubhouse and gymnasium in Tarban. You must accompany your visitors when they are in the Clubhouse and gymnasium.

53.2 The Community Association must control, manage, operate and maintain the clubhouse and gymnasium.

53.3 You may use the clubhouse and gymnasium daily from 7.00am to 11.00pm (or at other hours nominated by the Community Association).

53.4 You must make sure that an adult exercising effective control accompanies children who are in your care when the children are in the clubhouse and gymnasium.

53.5 You must have the Community Association's consent to:

- (a) bring food or drink into the clubhouse and gymnasium; and
- (b) hold parties or other functions in the clubhouse and gymnasium;.

53.6 You must not run, play, be noisy or do anything that might be dangerous while you are in the clubhouse and gymnasium.

53.7 The Community Association may make rules about using the clubhouse and making bookings to use the clubhouse and gymnasium.

53.8 The concept plan in this management statement shows the location of the clubhouse and gymnasium.

54 - Using the gazebos

54.1 You and your visitors may use the gazebos in Tarban. You must accompany your visitors when they are in the gazebos.

54.2 The Community Association must control, manage, operate and maintain the gazebos and gazebo equipment.

54.3 You may use the gazebos daily from 7.00am to 9.00pm (or at other hours nominated by the Community Association).

54.4 You must make sure that an adult exercising effective control accompanies children who are in your care when the children are in the gazebos.

54.5 You must have the Community Association's consent to:

- (a) bring food or drinks into the gazebos (other than drinks in plastic containers);
- (b) hold parties or other functions in the gazebos; and
- (c) interfere with, operate or adjust gazebos equipment.

54.6 You must not bring glass objects, drinking glasses and sharp objects into the gazebos.

54.7 The Community Association may make rules about using the gazebos.

54.8 The concept plan in this management statement shows the location of the gazebos.

55 - Restricted use of Common Property

55.1 When a community development lot is subdivided by a strata plan, the Owner of the lot must make sure that:

- (a) the Community Association is granted restricted use of Restricted Common Property; or
- (b) the new Owners Corporation grants restricted use of Restricted Common Property to the Community Association.

55.2 The Community Association accepts all grants of Restricted Common Property made under this by-law.

55.3 Owners Corporation must grant restricted use of their Common Property by by-law, which must provide:

- (a) that the Community Association is responsible for the control, management, operation and maintenance of the Restricted Common Property; and
- (b) that the Community Association will be responsible for the costs for the Restricted Common Property according to the Management Act.

56 - The Developer's rights while Tarban is being built

56.1 While Tarban is being built, only the Owner of a lot (as long as that Owner is the Developer) may use:

- (a) Community Property (except for the area not needed for development shown on the concept plan in this management statement); and
- (b) Service Lines owned by the Community Association.

56.2 The Developer may:

- (a) build and develop Tarban in stages;
- (b) carry out building and development work in its absolute discretion;
- (c) do demolition work, building and associated work on Tarban;
- (d) do landscaping and associated work on Tarban;
- (e) use any part of Tarban to exercise its rights under this by-law;
- (f) subdivide land in Tarban and dedicate land for public roads as appropriate;
- (g) have unrestricted access to Community Property;
- (h) park motor vehicles and equipment on Community Property;
- (i) place on or attach to Community Property temporary structures, building materials, cranes and other equipment and material including but not limited to earth fill;
- (j) install and connect services on Community Property;
- (k) put marketing and advertising signs on Community Property;
- (l) conduct real estate activities on Community Property including, but not limited to, sales, auctions and leasing;
- (m) lock or secure part of Community Property. The Developer must give the secretary of the Community Association a Security Key for the locked or secured area;
- (n) access the parcel to carry out development work only between 7.00 am and 7.00 pm on Mondays to Saturdays or at other times allowed by Hunters Hill Council (excluding Christmas Day and Good Friday).

56.3 The Developer must:

- (a) repair any damage to Tarban caused by exercising the Developer's rights under this by-law;
- (b) take all reasonable steps to minimise disturbance to owners and Occupiers while carrying out building and development work;
- (c) leave Tarban (or parts of it) clean and tidy after building and development work is finished; and
- (d) maintain the Community Property that the Developer has the right to use.

56.4 The Developer may gain access to the Community Property by entering from Victoria Road or any public road.

56.5 The Developer's rights under this by-law:

- (a) for Tarban, will stop when the Developer notifies the Community Association that building and development work has finished; and
- (b) for part of Tarban, will stop when the Developer notifies the Community Association that building and development work for that part of Tarban have finished.

56.6 This is a restricted property by-law. The Community Association may change or cancel it by special resolution and with the written consent of the Developer. Initial period restrictions apply.

57 - Access Ways

57.1 The access way plan in this management statement shows the location of the Open Access Way and Private Access Ways.

57.2 The Community Association must control, manage and maintain the Open Access Way and Private Access Ways.

58 - Using the Access Ways and Footpaths

58.1 You and your visitors may use the Open Access Way and the Private Access Ways.

58.2 When you are on an Open Access Way, a Private Access Way, a footpath or pedestrian thoroughfare, you must not:

- (a) ride a skateboard;
- (b) use roller skates or roller blades; or
- (c) play.

58.3 You must not ride a bicycle on a footpath or a pedestrian thoroughfare.

58.4 You must not drive a motor vehicle on an Open Access Way or a Private Access Way:

- (a) at more than 20km per hour;
- (b) unless the vehicle is registered;
- (c) unless you have a licence to drive a vehicle on a public road; or
- (d) if the vehicle is too noisy or gives off too much exhaust or fumes.

59 - Who is responsible for fences?

59.1 The Community Association must provide and pay for boundary fencing according to the Dividing Fences Act 1991.

59.2 The Community Association must provide and pay for fencing that divides a Strata Scheme from Community Property.

59.3 Unless they resolve to do so, the Owners Corporation do not have to provide or pay for fencing within their respective Strata Schemes.

60 - Fences and architectural standards

60.1 The Community Association and Owners Corporation must comply with the architectural and landscape standards if they erect a fence.

60.2 You must comply with architectural and landscape standards if you erect a fence.

61 - Services

61.1 The Community Association must maintain Private Services and associated Service Lines.

61.2 Service Providers are responsible for and must maintain their Statutory Services and associated Service Lines.

61.3 The works plan in this management statement shows Private Services and Statutory Services.

61.4 If Service Lines are not installed in the position shown on the works plan for Tarban, the Community Association members, Owners Corporation and owners must allow the Community Association to register another works plan as an amendment to this management statement.

62 - By-laws required by Hunters Hill Council

62.1 This is a public authority by-law required by Hunters Hill Council.

Alterations of Surface Levels within Community Property

(a) Part of the site has been filled with soil and ash materials to variable depth which includes concentrations of substances above that normally present and which may present a risk of harm to human health or the environment ("Materials").

(b) All Materials contained within community property (Lot 1) have been retained in situ. This area has been or will be covered by select fill material ("Cap") to a minimum depth of 0.5 of a metre.

(c) The following activities are prohibited within the area identified in (b) above:

(i) removal of the Cap other than for the purposes of carrying out works approved by the community association, and then only as directed by a suitably qualified geotechnical engineer ("Engineer");

(ii) mixing of Materials with either the Cap or with other materials, or disturbance of the Materials or Cap so as to reduce the thickness of the Cap below 0.5 of a metre;

(iii) removal of Materials other than in strict accordance with all statutory requirements and as directed by the Engineer;

(iv) handling of Materials other than in strict accordance with acceptable health and safety guidelines as provided by the Engineer and as required by the appropriate regulatory authorities.

(d) Other than as set out in (c) above and the balance of the provisions of the management statement, no restrictions (other than those set out elsewhere in this management statement) apply to the carrying out of activities within the community property.

Conditions of the Council's development consent

62.2 Buildings shall be designed to address the requirements of Hunters Hill Development Control Plan Nos. 10 and 11, Hunters Hill Local Environmental Plan No. 1 (as amended), and any other relevant plan, policy or code applicable at the time.

62.3 Buildings shall be constructed of masonry external walls, with pitched roof form, clad with tiles and slate.

62.4 No fencing in excess of 600mm in height shall be erected within the front building alignment area.

62.5 Fencing adjoining or fronting public open space areas shall be of open type construction.

62.6 Vehicles shall be washed only on turfed areas or appropriately designed and designated washing bays.

62.7 No solid fuel burning appliances shall be installed within any building unless approved by the Committee.

62.8 No air conditioner or mechanical plant shall be installed without the approval of the Committee.

62.9 Complaints of nuisance, noise and barking dogs, overgrown vegetation shall be dealt with by the Committee.

62.10 Landscaping shall be carried out within each individual lot. Such landscaping shall be adequately maintained at all times.

62.11 Garbage receptacles shall be properly screened from view from public places and adjoining properties.

62.12 No plumbing or drainage pipes or vent stacks etc (except stormwater downpipes) shall be located on the external facades of any building.

62.13 All hard surface areas visible from a public place shall be in either selected stone or masonry paving or treated concrete.

62.14 No clothes drying or hanging washing shall be situated on any balcony or terrace or where visible from any public place.

62.15 Only one satellite dish or microwave antennae shall be permitted on any building.

62.16 No external lighting is to be installed unless of such low intensity or unless shielded in such a manner as to prevent nuisance to other premises.

62.17 There shall be no boat building activities within any lot.

62.18 No boats or trailers shall be parked within the front building alignment area.

62.19 Each lot Owner or Occupier shall be responsible for maintaining to an acceptable standard the turfed front yard and any turf on the adjoining road reserve area.

63. - Sewer pumping station

63.1 The Community Association must:

(a) properly repair, maintain and where necessary replace the sewer pump stations on Community Property; and

(b) have appropriate procedures in place to deal with emergency situations concerning the sewer pumping stations and, in particular, with breakdowns of the sewer pump stations.

63.2 The location of the sewer pump stations is shown on the works as executed plan in the management statement.

63.3 This by-law is not to be amended or revoked without the consent in writing of Sydney Water and Hunters Hill Council.

64 - Australia Post requirements

64.1 This is a public authority by-law required by Australia Post.

64.2 Australia Post and all persons authorised by Australia Post are entitled to access with or without vehicles over the Community Property at all reasonable times on a day or days in each week nominated as delivery days for the purpose of delivering mail to the Community Association and you on the following terms:

- (a) Australia Post in exercising its rights under this by-law is not permitted to enter a lot except to the extent necessary to deliver mail;
- (b) Australia Post must not drive or permit to be driven any motor vehicle over any part of Tarban which has not been set aside as a Open Access Way or a Private Access Way;
- (c) the Community Association releases, to the extent permitted by law and within its power, and indemnifies Australia Post from claims and demands and liability which may arise in respect of damage to any property or death of or injury to any person on Tarban arising out of Australia Post's exercise of its rights under this by-law; and
- (d) the release and indemnity under this by-law will not extend to any loss, damage or injury caused or contributed to by the negligence of Australia Post or its servants, agents and contractors.

64.3 This by-law must not be amended or revoked without the prior written consent of Australia Post.

65 - Kiosk parking and unloading rights

65.1 If a community shop facility ("kiosk") is constructed on the portion of lot 4 that is immediately adjacent to the Common Property parking area that is designated "parking area (exclusive use)" on the concept plan registered with this management statement, then the owner of lot 4 or any precinct lot, neighbourhood lot or strata lot that is registered in respect of that portion of lot 4 ("kiosk lot") may exercise the following rights:

- (a) restricted use of the Community Property parking area designated "parking area (exclusive use)" on the concept plan registered with this management statement; and
- (b) the special privilege to stand not more than two commercial vehicles on Community Property in the area immediately adjacent to the kiosk for the purposes of loading or unloading goods,

subject to the conditions imposed in this by-law.

65.2 In exercising the restricted use right referred to in this by-law 64.1(a):

- (a) the car parking areas may be used only for the purposes of parking vehicles;
- (b) vehicles may be parked on the parking area only in conjunction with the use of the business conducted from the kiosk;
- (c) the parking areas may not be used for the purposes of parking boats, trailers or caravans; and
- (d) the parking areas may not be used to clean or repair motor vehicles.

65.3 The special privilege rights conferred under by-law 64.1(b) may be exercised only:

- (a) to unload or load vehicles for the purpose of the business conducted from the kiosk; and

(b) in a manner which will not unduly interfere with the use of Community Property by owners or occupiers in Tarban.

65.4 The owner of the kiosk lot must:

- (a) repair any damage to Tarban caused by exercising rights under this by-law;
- (b) take all reasonable steps to minimise disturbance to owners and occupiers while exercising rights under this by-law;
- (c) maintain the areas of Tarban that the owner has the right to use; and
- (d) keep the special privilege or restricted use areas referred to in this by-law clean and tidy.

65.5 The owner of the kiosk lot may gain access to the Community Property referred to in this by-law over the Community Property roadways in Tarban.

65.6 This is a restricted property by-law. The Community Property may change or cancel it by special resolution only with the consent of the owner of the kiosk lot. Initial period restrictions apply.

66 - Changing by-laws in part 4

Except for public authority by-laws and restricted property by-laws, the Community Association may change or cancel by-laws in part 4 only by special resolution.

Part 5 Dictionary

67 - Meaning of words

67.1 This clause explains words written Like This and other words that have special meanings. Words that this clause does not explain have the same meaning as they do in the Management Act or the Development Act.

67.2 In this management statement:

architectural and landscape standards are the standards made by the Community Association under part 1 of this management statement.

Committee is the executive committee of the Community Association.

Common Property is the common property in a strata scheme in Tarban.

Community Association is the community association for the community plan registered with this management statement.

Community Property is lot 1 in community plan number [insert deposited plan number].

Developer is each of:

- (a) Australand Holdings Limited (ACN 008 443 696) in respect of community development lots 2 and 3 (and any subdivision of them); and
- (b) Keppel Land Development Pty Limited (ACN 080 812 853) in respect of community development lot 4 and any subdivisions of it.

Development Act is the Community Land Development Act 1989.

initial period means the period from the date that this management statement is registered to the date when the sum of the unit entitlements of former community development lots that are the subject of strata schemes for which the initial period has expired is at least one-third of the total unit entitlement for Tarban.

Government Agency is a governmental or semi governmental administrative, fiscal or judicial department or entity.

Management Act is the Community Land Management Act 1989.

Occupier is the occupier of a lot in Tarban.

Open Space Area is that part of the community parcel intended for passive recreation or comprising a landscaped or lawn area.

Owner is the owner of a lot in Tarban.

Owners Corporation is the body corporate constituted under the Strata Schemes Management Act 1996 that is a member of the Community Association.

Open Access Way is an open access way set apart under section 41 of the Development Act.

person includes an individual, a firm, a body corporate, an incorporated association or a Government Agency.

Private Access Way is a private access way set apart under section 44 of the Development Act.

Private Service is a Service provided by the Community Association, and is covered by a statutory easement pursuant to Section 36 of the Development Act.

public authority includes Hunters Hill Council and other Service Providers.

public authority by-law is a by-law that a public authority (eg a local council) requires the Community Association to include in the management statement.

restricted property by-law is a by-law that restricts use of parts of Community Property and Common Property to the Community Association, Owners Corporation or owners.

Restricted Common Property is:

- (a) all external open space Common Property areas; and
- (b) the proposed common property road, to be located to the west of the proposed kiosk on Lot 4, which will service the community facilities and will be constructed in the approximate location shown on the concept plan as "restricted common property road".
- (c) the proposed common property road which will connect the sewer pumping station with the nearest public road or common property access way created out of the strata subdivision of part of Lot 4, which will be in the approximate location shown on the concept plan as "restricted common property road".

rules are rules made by the Community Association about the control, management, operation, use and enjoyment of Tarban.

Security Key is a key, magnetic card or other device or information used in Tarban to open and close doors, gates or locks or to operate alarms, security systems or communication systems.

Service is

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

Service Line is a pipe, wire, cable, duct or pole by which Service Providers and the Community Association will provide Services.

Service Provider is a statutory, government or other agency that provides a Service.

Site Manager is the person the Community Association appoints under by-law 38 to provide management and operational services for Tarban (including any other person the Community Association appoints to replace them).

special resolution is a resolution passed at a general meeting of the Community Association where not more than 25% of the votes are against the motion. The value of the votes are calculated according to unit entitlement.

Statutory Service is a Service provided by a Service Provider.

Tarban is the community scheme created by registration of the community plan registered with this management statement and includes the parts of the community scheme known as Huntley's Cove and Botanic Cove.

unit entitlement is a number allocated to each lot to show their comparative values.

you is an owner, Occupier or mortgagee in possession of a lot in Tarban.

67.3 A reference to:

- (a) a thing includes the whole or each part of it;
- (b) a document includes any variation or replacement of it;
- (c) a day means the period starting at midnight and ending 24 hours later;
- (d) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (e) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns.

67.4 The singular includes the plural and vice versa.

67.5 Headings do not affect the interpretation of this management statement.

67.6 The Community Association may exercise a right, power or remedy at its absolute discretion and separately or with another right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent the Community Association from further exercising that or of any other right, power or remedy. Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

67.7 The rights, powers and remedies in the management statement are in addition to those provided by law.

68 – Electronic delivery of notices

A document or notice may be served by the Community Association, its secretary or executive committee on the owner of a lot by electronic means if the person has given the Community Association an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

69 – Restrictions on use of common property

69.1 An Owner or Occupier must not use the Community Property for any commercial ventures or enterprises without the written permission of the Community Association including but not limited to such things as swimming lessons, personal training, tennis lessons, yoga class, music lessons and dance lessons.

69.2 An Owner or Occupier must not breach any:

- (a) development consent condition; and/or
- (b) environmental planning instrument,

that is applicable to the Community Association whilst using Community Property.

THIS PLAN SHOWS SERVICES COVERED BY STATUTORY EASEMENTS - OTHER SERVICES MAY BE PRESENT.

MANAGEMENT STATEMENT

COMMUNITY PLAN

DP 270119
SHEET 43 OF 45 SHEETS

PLAN OF SERVICE WORKS AS CONSTRUCTED
AND TO BE CONSTRUCTED AT TARBAN

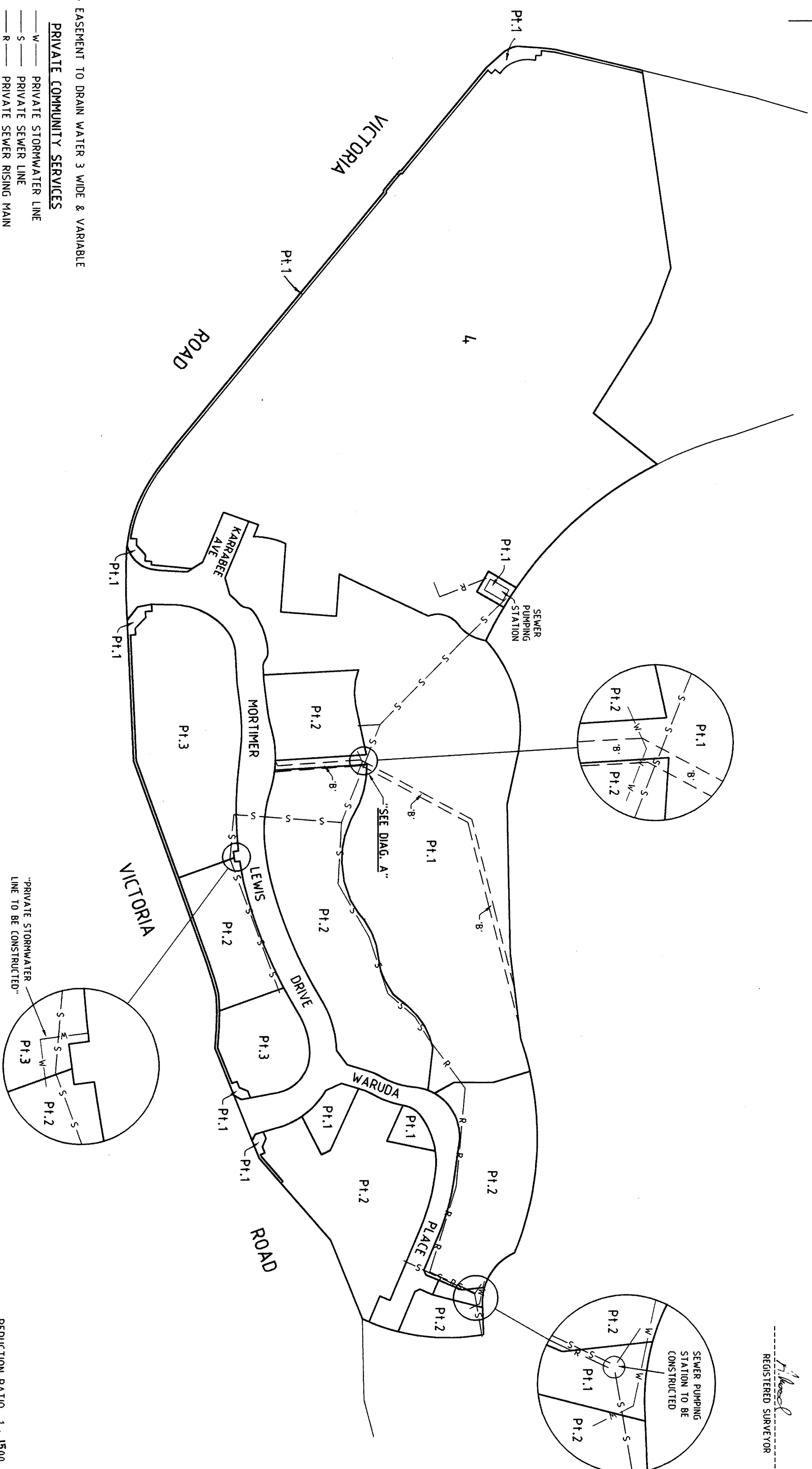
REGISTERED  27.11.1998



1. ANTHONY NICOLAAS ROOD
of ASHER MCNELL NALL PTY LTD
surveyor

certify that this is a plan of the service works as executed/accepted/modified/changed/added/omitted/other than as shown in the original plan, ~~was~~ provided for the development shown in Community/precinct/Neighbourhood Plan No.

17. *Wesley*
REGISTERED SURVEYOR



REDUCTION RATIO 1 : 1500

TABLE OF REFERENCE MARKS

MARK	TYPE	BEARING & DISTANCE
R.M.1	R.M.D.H. & W's IN KB	333°33'4.0" ~ 5.895
R.M.2	R.M.D.H. & W. IN KB	1°56'30" ~ 11.86
R.M.2	SSM 22355	352°54'2.0" ~ 16.17
R.M.3	R.M.D.H. & W. IN KB	20°39'50" ~ 12.095
R.M.3	SSM 105631	20°40'20" ~ 3.47
R.M.4	R.M. G.L.P.	294°47'15" ~ 10.935
R.M.4	SSM 105634	266°27'55" ~ 0.5
R.M.5	SSM 105634	355° 01" ~ 12.39
R.M.6	R.M. G.L.P.	14°18'4.0" ~ 0.5

MANAGEMENT STATEMENT

FOR SURVEY INFORMATION SEE COMMUNITY
PLAN SHEETS 1 TO 8 INCLUSIVE

THIS PLAN ILLUSTRATES AN OPEN ACCESSWAY AND
TWO PRIVATE ACCESSWAYS WHICH ARE COMMUNITY
PROPERTY AND ARE NOT A PUBLIC ROAD IN THE
MEAN OF THE ROADS ACT 1993.

COMMUNITY PLAN

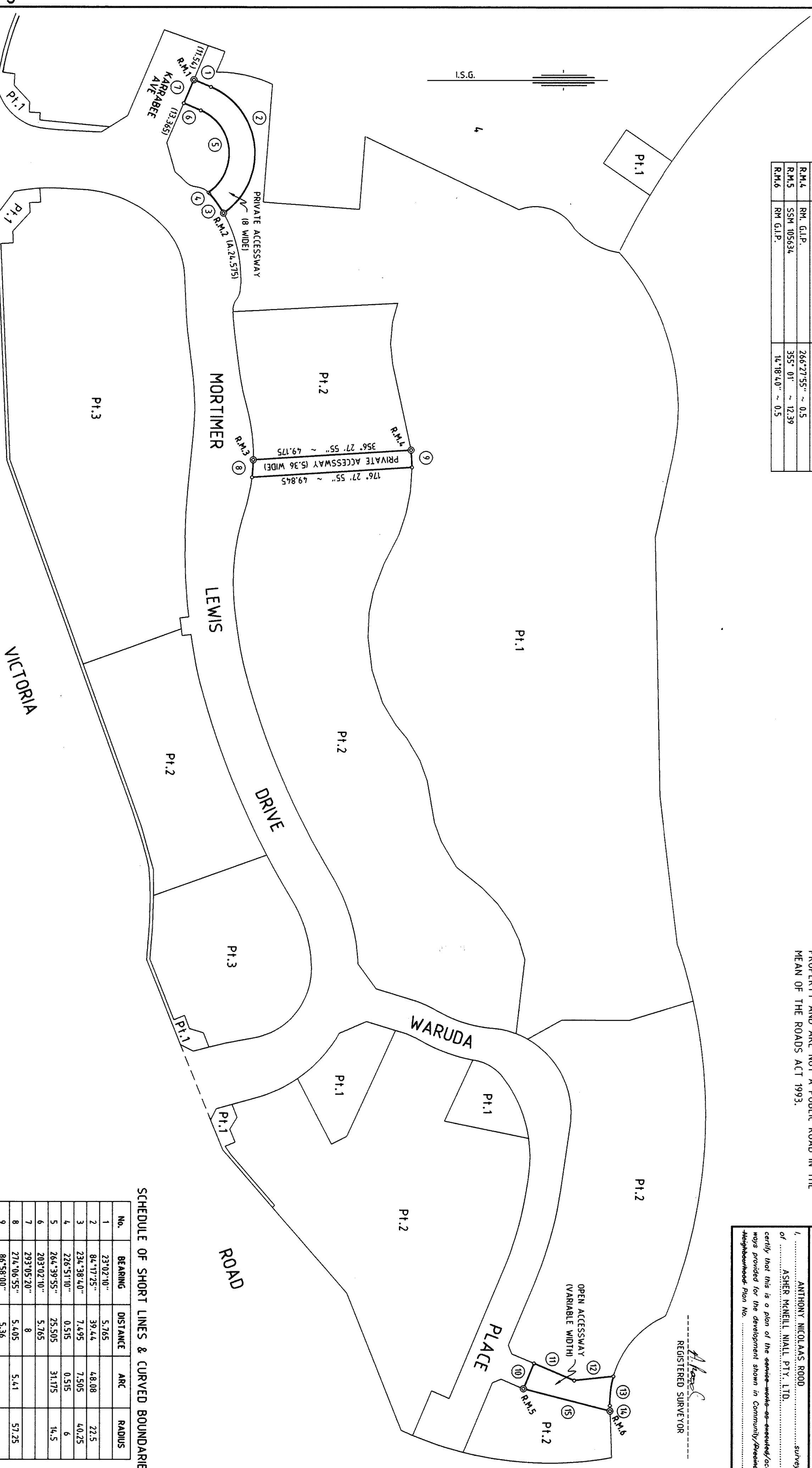
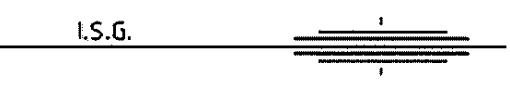
DP 270179
SHEET 44 OF 45 SHEETS

PLAN ILLUSTRATING ACCESSWAYS AT TARBAN

REGISTERED 27.11.1998

I, ANTHONY NICOLAAS ROOD
of ASHER MCNEILL WALL PTY. LTD.
certify that this is a plan of the service-works-as-erected/access-
ways provided for the development shown in Community/Neighbourhood
Neighbourhood Plan No.

REGISTERED SURVEYOR



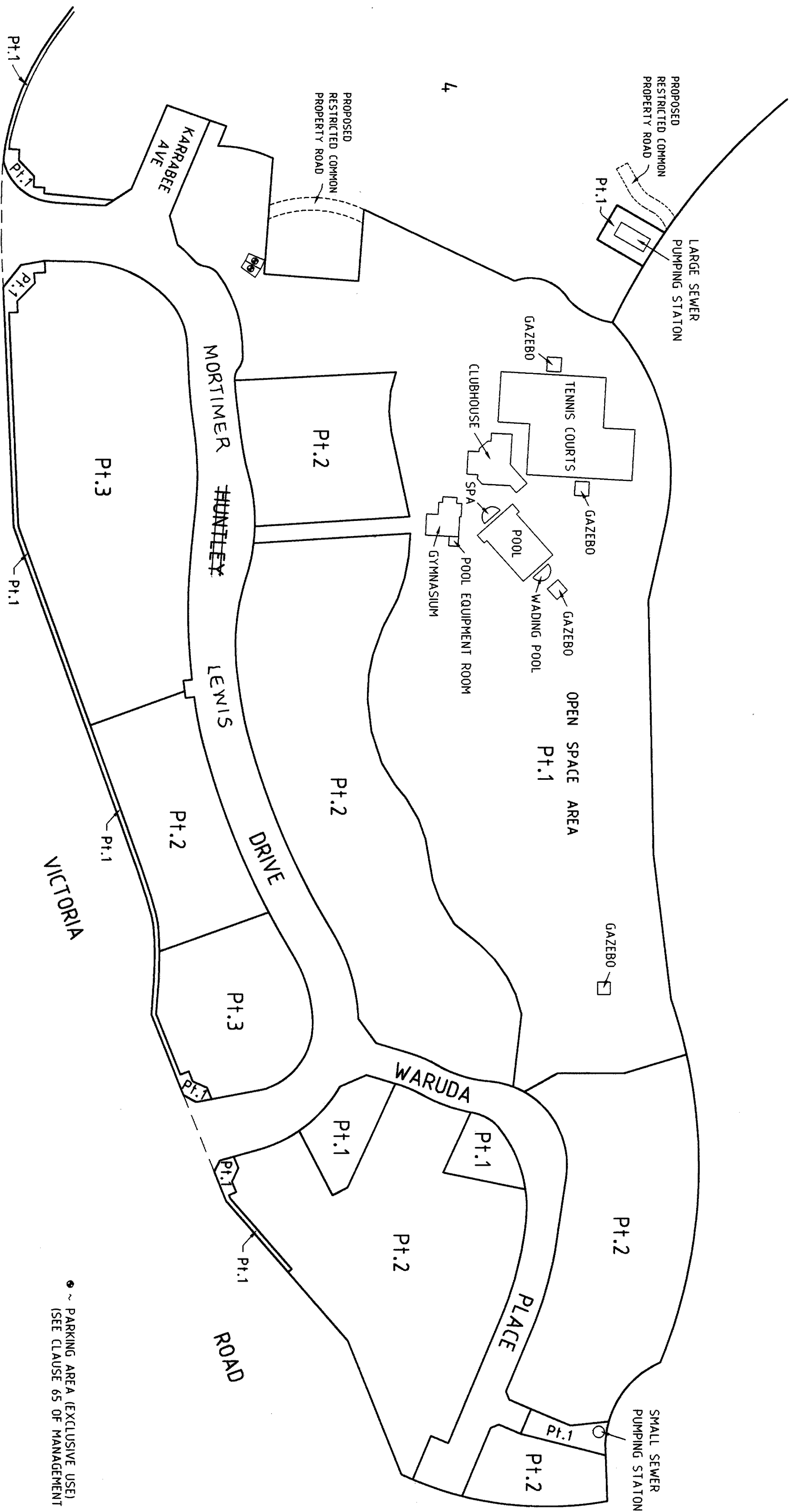
SCHEDULE OF SHORT LINES & CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
1	23°02'10"	5.765		
2	84°17'25"	39.44	48.08	22.5
3	234°38'4.0"	7.495	7.505	4.025
4	226°51'10"	0.515	0.515	6
5	264°39'55"	25.505	31.175	14.5
6	203°02'10"	5.765		
7	293°05'20"	8		
8	274°06'55"	5.405	5.41	57.25
9	86°58'00"	5.36		
10	292°53'30"	8.5		
11	22°53'30"	13.56		
12	354° 00"	12.265		
13	96°50'50"	9.12	9.155	29.13
14	87°50'40"	1.665		
15	194°18'4.0"	27.835		

REDUCTION RATIO 1 : 800

PLANFORM 3

SURVEYOR'S REFERENCE : CONCA VER.1



~ PARKING AREA (EXCLUSIVE USE)
(SEE CLAUSE 65 OF MANAGEMENT STATEMENT)

MANAGEMENT STATEMENT

COMMUNITY PLAN
DP 270179
SHEET 45 OF 45 SHEETS

PLAN ILLUSTRATING LARGE & SMALL SEWER PUMPING STATION, TENNIS COURTS, POOL, SPA, GYMNASIUM, CLUBHOUSE, POOL EQUIPMENT ROOM, GAZEBOS, PARKING AREA (EXCLUSIVE USE) & PROPOSED RESTRICTED COMMON PROPERTY ROAD

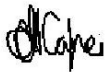
I, ANTHONY NICOLAAS ROOD, Surveyor of ASHER MCNELL MALL PTY. LTD.

certify that this is a plan of the service works as executed/assessments provided for the development shown in Community Plan No. 270179.

REGISTERED 27.11.1998

REDUCTION RATIO 1 : 1000 (A2)

The common seal of the Community Association Deposited Plan No. 270179 was affixed hereto on 2 November 2022 in the presence of the following person(s) authorised by section 235 Community Land Management Act 2021 to attest the affixing of the seal.

Signature: 

Name: Angela Capri

Authority: Licensed Strata Managing Agent
NSW Strata Management Pty Ltd





NSW Land Registry Services
Level 30, 175 Liverpool Street Sydney NSW 2000
GPO Box 15, Sydney NSW 2001
P (02) 8776 3575
E eConveyancingNSW@nswlrs.com.au
www.nswlrs.com.au

Lodgment Rules Exception Form

This form must be lodged with every Dealing with Exception and Miscellaneous Dealing (Miscellaneous Document) form, as defined in the Lodgment Rules.

Please accept this scanned paper dealing, as an eligible exception under Rules 5 or 10 of the Lodgment Rules (version 2), that has been lodged as either a:

1. Dealing with Exception form; or
2. Miscellaneous Dealing (Miscellaneous Document) form

Lodgment Rules exception number: * 4

**Insert, from the Lodgment Rules exceptions list, the exception number relied on to use the Dealing with Exception form or Miscellaneous Dealing (Miscellaneous Document) form.*

The Lodgment Rules exception list is published on the Office of the Registrar General Lodgment Rules webpage:
<https://www.registrargeneral.nsw.gov.au/publications/lodgment-rules>