

DP 270516

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DP270516

COMMUNITY MANAGEMENT STATEMENT

and

BY-LAWS

"CASTEL RESIDENCES"

CASTLE HILL NSW

*TERMS OF INSTRUMENT NOT
CHECKED IN LAND AND
PROPERTY INFORMATION.*

REGISTERED



24.7.2007

Castel Residences

15 January 2007

Community Management Statement

A handwritten signature or mark, possibly initials, located in the bottom right corner of the page.

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Approved Form 30

Community Land Development Act 1989

Community Land Management Act 1989

COMMUNITY MANAGEMENT STATEMENT

"CASTEL RESIDENCES"

155 - 165 EXCELSIOR AVENUE CASTLE NSW

Warning

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



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Community Management Statement



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INTRODUCTION

WHAT IS A COMMUNITY MANAGEMENT STATEMENT?

A Community Management Statement is a set of By-Laws and plans that regulate the management and operation of a Community Scheme.

A Community Management Statement informs a Community Association, owners and occupiers of Lots as to things they can and cannot do and provide information on things they must do. It is an essential document for everyone who lives in a Community Scheme.

A Community Management Statement binds:

- The Community Association
- Each person who is an owner, occupier, lessee or mortgagee in possession of a Lot

ABOUT CASTEL RESIDENCES

The Castel Residences development is a 3 Stage residential development comprising 51 dwellings at 155-165 Excelsior Avenue, Castle Hill NSW.

Castel Residences is a Community Scheme. The land will be subdivided into 52 lots comprising:

- 51 Dwellings
- 1 Community lot



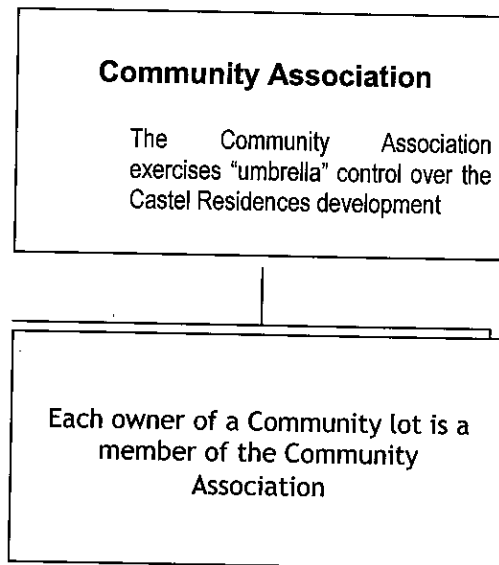
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Management structure

As a Community Scheme, Castel Residences has a management structure that works like this:-



DO I HAVE TO COMPLY WITH THIS MANAGEMENT STATEMENT?

An owner or occupier of a Lot is required to comply with this Management Statement.

The Community Association is also required to comply with this Management Statement.

HOW DOES THIS MANAGEMENT STATEMENT WORK?

Parts of the Management Statement

There are four (4) parts in this Management Statement:-

Part 1 By-Laws Fixing Details of Development

By-Laws about the purpose of this Management Statement and how it works are in Part 1.

Part 2 By-Laws Regarding Restricted Property

Part 3 Mandatory Matters

By-Laws about the Community Association, insurance, contracts and meetings of the Executive Committee of the Community Association are in Part 3.

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Part 4 Optional Matters

By-Laws about your obligations as an owner or occupier at Castel Residences are in Part 4.

Part 5 – By Laws Required by Public AUTHORITIES

By-Laws required by Public Authorities are in Part 5.

Part 6 Signature of Management Statement

PUBLIC AUTHORITY BY-LAWS

Public authorities (eg. Council) have required the Developer to include By-Laws in this Management Statement. These are Public Authority By-Laws.

The Community Association may change Public Authority By-Laws only by special resolution and with the written consent of the Public Authority.



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DEFINITIONS, INTERPRETATIONS AND GENERAL

A. MEANING OF WORDS

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

"Animal" means an animal, insect, reptile or bird.

"Annual General Meeting" means an annual general meeting of the Community Association other than the first annual general meeting.

"Applicant" means:-

- (i) in relation to an application to add or to alter Architectural Standards or Landscape Standard - an owner of a Lot who applies to the Community Association for the addition or alteration; or
- (ii) in relation to a Building Modification, a Landscape Modification or a New Construction - an owner of a Lot who submits plans and specifications to the Review Sub-Committee for approval.

"Architectural Standards" means the architectural standards contained in the document headed "Architectural Standards and Landscaping Standards" attached to this Community Management Statement and as prescribed by the Community Association from time to time in respect of lots in the Community Scheme.

"Association" means the Community Association.

"Authorised Persons" means a person on the Community Property with the consent express or implied of an owner or occupier of a Lot or the Community Association.

"Building Modification" means any modification, addition, alteration or exterior colour change made on or to an existing building or structure on a Lot.

"By-Law" means a By-Law included in the Management Statement.

"Community Association" means the corporation that:-

- (i) is constituted by Section 25 of the Development Act on registration of the Community Plan; and
- (ii) is established as a Community Association by Section 5 of the Management Act.

"Community Development Lot" means a lot in the Community Plan which is not Community Property, a public reserve or a drainage reserve and is not land that has become subject to a Subsidiary Scheme or a lot that has been severed from the Community Property.



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"Community Facilities" means any structures, roadways, swales, and other improvements situated on Community Properties.

"Community Lot" means the lot shown in the Community Plan as a Community Lot.

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

"Community Plan" means deposited plan number

"Community Property" means the Lot shown in the Community Plan as Community property.

"Community Scheme" has the same meaning given to it by Section 3 of the Management Act and Section 3 of the Development Act.

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

"Council" means Baulkham Hills Shire Council.

"Development Act" means the *Community Land Development Act 1989* and the regulations made under this Act.

"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 Services;
- (b) Any form of 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 Original Proprietor.
- (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;
- (e) The subdivision of land forming part of the Community Parcel; or,
- (f) Any form of demolition work, building work or work ancillary to or associated with building work on the Community Parcel including without limitation the development in at least three (3) stages of 51 dwellings on Community Development Lots 2-51 as described in the Community Plan.

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



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"First Annual General Meeting" means the General Meeting convened and held under Section 9 of the Management Act.

"Function" includes a power, authority and duty.

"General Meeting" means an annual general meeting or a special general meeting of the Community Association.

"Interest Rate" means interest a rate equal to 2% per annum above the interest rate quoted from time to time by the Community Association's bankers (as nominated by the Community Association) on overdraft accommodation in excess of \$100,000 applying at any time during the period that interest is payable.

"Landscape Standards" means the landscape standards contained in the document headed "Architectural Standards and Landscape Standards" attached to this Community Management Statement and as prescribed by the Community Association from time to time in respect of lots in the Community Scheme.

"Lot" means a Lot in the Community Scheme.

"Management Act" means the *Community Land Management Act 1989* and regulations made under it.

"Management Statement" means the statement registered with the Community Plan from time to time added to, modified or amended in accordance with the Community Titles Legislation.

"Managing Agent" means an agent appointed under Section 50 of the Management Act.

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

"Original Proprietor" has the same meaning as that given to it by Section 3 of the Development Act and Section 3 of the Management Act.

"Prescribed Diagram" means the diagram relating to the Service Lines within the Community Plan and prescribed in Section 36 of the Development Act.

"Private Service" means a service running through or servicing Lots or Community Property which is not a Statutory Service.

"Public Place" has the meaning ascribed to it under the *Local Government Act 1919* and Ordinances.

"Recreation Lot" means the community hall and adjacent open space located on the Community Property.



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"Sales Activities" means activities relating to the sale, including sale by auction, of Lots leasing of Lots promotion and all ancillary activities.

"Secretary" means the secretary of the Community Association.

"Service Line" means a pipe, wire, cable, duct, conduit or pole by means of which a Private Service is or is to be provided the location of which is illustrated in the Prescribed Diagram.

"Service Provider" means, without limitation, Agility, Sydney Water Corporation, Telstra Corporation Limited and Integral Energy and any authorities or corporations assuming their functions.

"Sinking Fund" means the sinking fund referred to in Section 12 Part 4 of Schedule 1 of the Management Act.

"Statutory Service" means a service running through or servicing Lots or Community Property provided by a Service Provider.

"Treasurer" means the treasurer of the Community Association.

B. In the By-Laws unless the contrary intention appears:-

- (i) a reference to an instrument includes any variation or replacement of it;
- (ii) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (iii) the singular includes the plural and vice versa;
- (iv) the word "person" includes a firm, a body corporate, an association or an authority;
- (v) a reference to a person includes a reference to the person's executors, Administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns;
- (vi) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later; and
- (vii) headings are inserted for convenience and do not affect the interpretation of this Management Statement.

C. 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. A By-Law has no effect if the severance alters the basic nature of the By-Law or is contrary to public policy.



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- D. The Community Association may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy of the Community Association does not prevent a further exercise of 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.
- E. The rights, powers and remedies provided in the By-Laws are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of the By-Laws.
- F. A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced of their respective powers or functions being transferred to any other organisation or person deemed to be a reference to the organisation or officer established, constituted or appointed in lieu of or as replacement for or which or who serves substantially the same purposes or subject of that authority, institute association, body or officer.

G. INTERPRETING THIS MANAGEMENT STATEMENT

1. A consent, notice or authorisation under this Management Statement must be given in writing.
2. In this Management Statement, a reference to:-
 - (i) a thing includes the whole or each part of it;
 - (ii) a document includes any variation or replacement of it;
 - (iii) a day means the period starting at midnight and ending twenty-four (24) hours later;
 - (iv) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
 - (v) a person includes an individual, a firm, a body corporate, an incorporated association or a Government Agency;
 - (vi) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation and assigns);
 - (vii) the singular includes the plural and vice versa.
3. Headings do not affect the interpretation of this Management Statement.
4. The Community Association may exercise a right, power or remedy at its discretion and separately or with another right, power or remedy.



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5. 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.
6. Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.
7. The rights, powers and remedies in this Management Statement are in addition to those provided by law.



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PART 1 BY-LAWS FIXING DETAILS OF DEVELOPMENT

These by-laws 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 unanimous resolution of the Community Association (see section 17(2) Community Land Management Act 1989).

BY LAW 1 ARCHITECTURAL STANDARDS AND LANDSCAPE STANDARDS

1.1 The standards

1.1.1 The Architectural Standards and Landscape Standards are:

- (a) during the development period, as determined by the Original Proprietor; and
- (b) when paragraph (a) ceases to apply, as determined by the Community Association.

1.1.2 The Architectural Standards may include standards relating to signage and other advertising hoardings allowed to be displayed in.

1.2 Binding effect of standards

Architectural Standards and Landscape Standards bind:-

- 1.2.1 the Community Association;
- 1.2.2 each owner or occupier of a Lot;
- 1.2.3 each Mortgagee in possession of a Lot; and
- 1.2.4 each Lessee of a Lot.

BY LAW 2 AMENDING ARCHITECTURAL STANDARDS AND LANDSCAPE STANDARDS

2.1 Right of Community Association to amend

2.1.1 The Community Association may from time to time add or alter Architectural Standards and Landscape Standards for the Community Scheme. Architectural Standards and Landscape Standards may not be added to or altered except in accordance with this By-Law.



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2.2 Right of owners of Lots and subsidiary bodies to apply for amendments

2.2.1 The owner of a Community Development Lot may make application to the Community Association requesting additions or alterations to Architectural Standards applying to that owner's Lot.

2.2.2 The Community Association may refer an application to a General Meeting for its decision.

2.3 Notification of amendments or variations

2.3.1 The Community Association must, when requested by the owner of a Lot provide the owner of the Lot at the reasonable cost of that owner with an up to date copy of the Architectural Standards and Landscape Standards.

BY LAW 3 MODIFICATIONS AND NEW CONSTRUCTIONS BY COMMUNITY ASSOCIATION AND OWNERS

3.1 If the Community Association wants to make a modification to an existing structure on Community Property, a landscape modification or a new construction to Community Property, the Community Association must comply with any Architectural Standards and Landscape Standards in force for the Community Scheme.

3.2 The owner or occupier of a Lot must not, except with the approval of the Community Association make any modification to an existing structure on a Lot or undertake any construction on a Lot including the building of a new structure, the change to the appearance of an existing structure or carry out any new landscaping or change any landscaping. Subject to obtaining the necessary approval from the Community Association such modification or construction must be carried out in accordance with the Architectural Standard and the Landscape Standards.

3.3 The Original Proprietor is not bound by this By-Law.

BY LAW 4 COMMUNITY PROPERTY

4.1 Except in the event of an emergency where a person or property is at risk, the owner or occupier of a Lot must not, except with the approval of the Community Association leave anything on or obstruct the use of Community Property.

4.2 Except in the event of an emergency where a person or property is at risk, the owner or occupier of a Lot must not damage Community Property including without limitation, any paved area, landscape feature, lawn, garden, tree, shrub, plant or flower which is part of or situated on Community Property.

4.3 Except in the event of an emergency where a person or property is at risk, the owner or occupier of a Lot must give notice to the Community Association of any damage to or defect in Community Property immediately the owner or occupier becomes aware of it.

4.4 The Original Proprietor is not bound by this By-Law.

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BY LAW 5 DAMAGE TO COMMUNITY PROPERTY

- 5.1 An owner or occupier must:-
- 5.1.1 use Community Property only for its intended purposes;
 - 5.1.2 immediately notify the Community Association if the owner or occupier knows about damage to or a defect in Community Property; and
 - 5.1.3 compensate the Community Association for any damage or make good any damage to the Community Property including any soiling of the Community Property by Animals kept by the Owner or lessee's or licensees of the Owner to Community Property caused by an owner or occupier or any visitors or persons doing work in Castel Residences on their behalf.
- 5.2 Except in the event of an emergency where a person or property is at risk, an owner or occupier must have written consent from the Community Association to:-
- 5.2.1 interfere with or damage Community Property;
 - 5.2.2 remove equipment or other articles from Community Property;
 - 5.2.3 use or adjust equipment in Community Property; or
 - 5.2.4 use Community Property as the owner's or occupier's own garden.
- 5.3 Except in the event of an emergency where a person or property is at risk, an owner or occupier must have written consent from the Community Association to:-
- 5.3.1 interfere with Services; or
 - 5.3.2 obstruct access to, overload or damage Services.
 - 5.3.3 An owner or occupier must immediately notify the Community Association if any owner or occupier knows about damage to or a fault in a Service.
- 5.4 The Original Proprietor is not bound by this By-Law.

BY LAW 6 CONSTRUCTION ON COMMUNITY PROPERTY

- 6.1 The owner or occupier of a Lot must not, except with the approval of the Community Association:-
- 6.1.1 attach any item as a fixture or otherwise to Community Property; or
 - 6.1.2 alter Community Property.
- 6.2 Any construction, attachment or alteration referred to under By-Law 6.1 whether or not done with the approval of the Community Association must, unless the Community Association gives notice that it does not so require, be kept clean and tidy and in good



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repair by and at the expense of the owner for the time being of the Lot of which the owner or occupier who carried out the construction, attachment or alteration was owner or occupier.

6.3 The Original Proprietor is not bound by this By-Law.

BY LAW 7 NO INAPPROPRIATE USE

7.1 The owner or occupier of a Lot must not use anything in the Community Scheme for any purpose other than that for which it was constructed or provided.

BY LAW 8 FIXING OF SIGNS

8.1 The owner or occupier of a Lot must not, except with the approval of the Community Association, fix or place any sign, placard, banner, notice or advertisement:-

8.1.1 on the outside of any building on a Lot;

8.1.2 on any structure erected on a Lot;

8.1.3 on or adjacent to the surface of any window of any building on a Lot or any building containing a Lot; or

8.1.4 on any open space area of a Lot.

8.2 The Original Proprietor is not bound by this By-Law.

BY LAW 9 FIXING OF SHUTTERS, BLINDS, SECURITY DEVICES AND FLY SCREENS

9.1 The owner or occupier of a Lot must not, except with the approval of the Community Association:-

9.1.1 fix shutters, blinds, canopies or awnings to the outside of a building on a Lot or the outside of a building containing a Lot;

9.1.2 fix bars, screens, security doors or other security devices, to the outside of a building on a Lot or the outside of a building containing a Lot;

9.1.3 fix fly screens to windows or fly screen doors to doorways of a building on a Lot or a building containing a Lot.

9.2 The approval of the Community Association may not be withheld unreasonably where the items to be fixed comply with the Architectural Standards established for a Lot in relation to the items.

9.3 The Original Proprietor is not bound by this By-Law.

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BY LAW 10 AERIALS AND SOLAR ENERGY DEVICES

- 10.1 The owner or occupier of a Lot must not, except with the approval of the Community Association, construct, install or attach:-
- 10.1.1 any television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device; or
 - 10.1.2 any solar energy collector panels and equipment associated with them;
 - 10.1.3 any external energy conservation equipment; or
 - 10.1.4 a solar hot water system and equipment associated with it;
 - 10.1.5 any air conditioning system or equipment associated with it,
- to the outside of any building on a Lot or the outside of any building containing a Lot or a structure on a Lot.
- 10.2 The Original Proprietor is not bound by this By-Law.

BY LAW 11 THINGS NOT IN KEEPING

- 11.1 The owner or occupier of a Lot must not, except with the approval of the Community Association construct, install or maintain on or in a Lot any thing which can be seen from outside the Lot and which in the reasonable opinion of the Community Association is not in keeping with the building on or the landscaped areas of the Lot.
- 11.2 The Original Proprietor is not bound by this By-Law.

BY LAW 12 MAINTENANCE OF BUILDING ON LOT

- 12.1 The owner or occupier of a Lot must keep the Lot clean and tidy and in good repair and condition.
- 12.2 The Community Association may give a notice to the owner or occupier of a Lot requiring him to comply with the terms of this By-Law within a reasonable time period taking into account the matters set out in the notice.
- 12.3 If the owner or occupier fails to comply with By-Law 12.1 the Community Association is entitled to carry out such works at the expense of the owner or occupier.
- 12.4 The Original Proprietor is not bound by this By-Law.



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PART 2 BY-LAWS REGARDING RESTRICTED PROPERTY

This part may specify by-laws restricting the use of any Community Property. These by-laws may provide that amendments may not be made without the written consent of the Original Proprietor (see Schedule 3 clause 6 of the *Community Land Development Act 1989* and Section 54(5)(b) of the *Community Land Management Act 1989 and Section*).

BY LAW 13 DEVELOPMENT IN STAGES

- 13.1 The use of Community Property is restricted under this By-Law to the Original Proprietor of Community Development Lots 2-51 inclusive and the rights conferred by this By-Law may be exercised only by the Original Proprietor in its capacity as the Original Proprietor of Community Development Lots 2-51 for the purposes of carrying out Development Activities.
- 13.2 The Original Proprietor shall have the right to construct and install improvements on Community Property but is under no obligation to do so.
- 13.3 The conditions relating to the use of the restricted Community Property under this By-Law are:
- (a) All damage to or interference with the Community Parcel must be made good at the expense of the Original Proprietor as soon as possible after that damage or interference occurs;
 - (b) Interference with the use or enjoyment by Owners or occupiers of Lots or of other Community Property must, so far as it is consistent with the carrying out of Development Activities, be kept to a minimum; and,
 - (c) On completion from time to time of Development Activities the relevant Community Parcel areas must be left in a clean and tidy condition.
- 13.4 The Original Proprietor of Community Development Lots 2-51 inclusive and all persons authorised by them shall have the following rights for the purpose of enabling them to complete the development of the Community Facilities in stages and carry out Development Activities in stages on the Community Parcel:
- (a) **Access Rights** – Complete and unrestricted access by foot or motor vehicle over Community Property;
 - (b) **Parking Rights** – the right to park motor vehicles and equipment on Community Property;
 - (c) **Temporary Facilities** – the right to place on or attach to Community Property temporary offices, sheds, depots, building materials, cranes and other equipment;



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- (d) **Right to Install Services** – the right to install Services on Community Property;
 - (e) **Right to Connect Services** – the right to connect Services within Community Property;
 - (f) **Right to Attach Signs** – the right to attach and place temporary property marketing and advertising signs, placards, banners, notices or advertisements on the Community Property; and
 - (g) **Right to Conduct Sales** – the right to conduct Sales Activities on the Community Property.
- 13.5 The restricted use rights conferred under this By-Law may be exercised between the hours of 7.00am and 5.00pm on Mondays to Saturday for construction activities in accordance with DA 349/06 inclusive or such other times as may be permitted by the Council, except public holidays. All other restricted use rights conferred under this By-Law may be exercised between the hours of 7.00am and 7.00pm on Mondays to Sundays except Christmas Day and Good Friday or such other times as may be permitted by the Council.
- 13.6 Subject to the obligations imposed under By-Law 13.3 the Community Association must maintain the Community Property referred to in this By-Law.
- 13.7 The Community Association must levy a contribution on its members for any costs associated with maintaining the Community Property referred to in this By-Law unless that cost is payable by the Original Proprietor under By-Law 13.3(a). Any contribution levies under this By-Law must comply with Section 20 of the Management Act.
- 13.8 The Original Proprietor must keep Security Keys to any locked areas on Community Property which the Owner has restricted use of under this By-Law for as long as it has restricted use of that part of the Community Property under this By-Law. The Owner shall ensure that a copy of any such Security Key is given to the Secretary for use in any emergency.
- 13.9 Restricted use of the Community Property referred to in this By-Law shall cease when the Original Proprietor serves on the Community Association a notice informing the Community Association that restricted use is no longer required.
- 13.10 No other person shall have the rights referred to in By-Law 13.4 (a) to (g) without the prior written consent of the Original Proprietor.



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PART 3 MANDATORY MATTERS

These are mandatory matters which must be in every Community Management Statement (provided they are not included in a related community management statement or precinct management statement).

BY LAW 14 COMMUNITY PROPERTY

- 14.1 The Community Property comprises:-
- 14.1.1 all items and structures erected on the Community Lot;
 - 14.1.2 Service Lines.

BY LAW 15 PERMITTED USES OF AND SPECIAL FACILITIES ON THE COMMUNITY PROPERTY

- 15.1 An owner or occupier of a Lot may use the Community Lot for recreation use only and must comply with any rules set by the Community Association in respect of the use of the Community Lot.
- 15.2 Without the prior written consent of the Community Association, an owner or occupier of a Lot must not bring onto the Community Property or Recreation Lot any:
- 15.2.1 Items or receptacles made of glass;
 - 15.2.2 Alcohol;
 - 15.2.3 Skateboards, scooters or rollerblades;
 - 15.2.4 Pets (except guide dogs).
- 15.3 An owner or occupier of a Lot must not permit any child (under 12 years old) to play or remain in the Community Property unless accompanied by an adult exercising effective control over that child.
- 15.4 Without the prior written consent of the Community Association an Owner or Occupier of a Lot may only use the Recreation Lot between the hours of 9.00am to 5.00pm Monday to Friday and the hours of 10.00am to 10.00pm Saturday and Sunday.

BY LAW 16 INTERNAL FENCING

- 16.1 An owner or occupier of a Lot must comply with the Architectural Standards when constructing fencing on the Lot.



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BY LAW 17 GARBAGE

- 17.1 The Community Association is responsible for ensuring a garbage collection service is made available by the Council in accordance with Council's By-Laws and ordinances relating to the disposal of garbage.
- 17.2 An owner or occupier of a Lot must ensure that all garbage is placed as stipulated by Council or the Community Association for garbage collection is secure and complies with the Community Association's rules and By-Laws relating to the handling and disposal of garbage and other waste materials.

BY LAW 18 SERVICES

- 18.1 All services have been or will be reticulated through the Community Plan and will be covered by Statutory Easements as provided for in Section 36 of the Community Land Development Act 1989 (as indicated in the below table) or by easements in accordance with the requirements of the relevant authority. The relevant authorities are as follows:

| | |
|--|--|
| Telephone:- | Owner – Telstra Corporation Limited |
| Sewer:- | Owner – Sydney Water Corporation Limited. |
| Water:- | Owner – Sydney Water Corporation Limited. |
| Gas Reticulation Network (Vide: Alinta Drawing No.0881381):- | Owner – Alinta Gas Networks Limited to be created by Sec 36 of the Community Land Development Act 1989 |
| Electricity:- | Owner – Integral Energy Australia |
| Community Association Storm Water Lines & Pits:- | Owner – Community Association to be created by Sec 36 of the Community Land Development Act 1989 |
| Broadband Cable Network:- | Owner – Telstra Corporation Limited |
| Cable Television Services:- | Foxtel |

- 18.2 Where the Community Association is the owner of the service provided the Association is responsible for the care, maintenance and replacement of that service. A services diagram forms part of this Management Statement. The general position and nature of the service lines are indicated on this diagram.
- 18.3 The owner of a service shall have unimpeded rights to enter upon all Community Lots for the purpose of reading meters in connection with the usage of its service.

BY LAW 19 INSURANCE

- 19.1 The Community Association must review, on an annual basis:-
- 19.1.1 all insurances effected by it; and

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- 19.2 Notice of an Annual General Meeting must:-
- 19.2.1 include a form of motion to decide whether insurances effected by the Community Association should be confirmed, varied or extended; and
 - 19.2.2 for every alternate Annual General Meeting be accompanied by a written valuation of all buildings, structures and other improvements on Community Property made by a qualified valuer.
- 19.3 The Community Association must immediately effect new insurances or vary or extend existing insurances if there is an increase in risk or a new risk to the Community Property.
- 19.4 An owner or occupier of a Lot must not, except with the approval of the Community Association, do anything that might:-
- 19.4.1 void or prejudice insurance effected by the Community Association; or
 - 19.4.2 increase any insurance premium payable by the Community Association.

BY LAW 20 EXECUTIVE COMMITTEE PROCEEDINGS

20.1 Constitution

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

20.2 Notice board

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

20.3 Meetings

The Executive Committee may, subject to By-Law 20.7, meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

20.4 Notice of meetings

The Secretary or the member of the Executive Committee who convenes a meeting must, for not less than 24 hours immediately before the Executive Committee holds a meeting, display on the notice board:-

- 20.4.1 the notice of intention to hold the meeting; and
- 20.4.2 the proposed agenda for the meeting.



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20.5 Meeting agenda

20.5.1 The agenda for the meeting must include details of all business to be dealt with at that meeting.

20.5.2 No business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.

20.6 Place of meetings

Meetings must be held within a radius of 5 km from the Community Scheme.

20.7 Meeting at request of members

The Secretary or in its 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.

20.8 Out of meeting determination

Where:-

20.8.1 By-law 19.4 has been complied with in relation to a meeting;

20.8.2 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

20.8.3 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 had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held.

20.9 Right of owner to attend meetings

An owner of a Lot or, where the owner 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.

20.10 Minutes of meetings

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

20.11 Display of minutes

20.11.1 The Executive Committee must, within 7 days after holding a meeting, display a copy of the minutes of that meeting on the notice board.

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20.11.2 The minutes of an Executive Committee meeting must remain on the notice board for a period of at least 14 days.

20.12 Functions of the Secretary

The Functions of the Secretary include:-

20.12.1 preparing and distributing minutes of meetings of the Community Association and the Executive Committee;

20.12.2 giving, on behalf of the Community Association and the Executive Committee, notices required to be given under the Management Act;

20.12.3 maintaining the Community Association roll;

20.12.4 supplying certificates in accordance with Clause 2 of Schedule 4 to the Management Act;

20.12.5 answering communications addressed to the Community Association or the Executive Committee;

20.12.6 convening meetings of the Executive Committee and the Community Association (other than the First Annual General Meeting);

20.12.7 performing administrative or secretarial functions on behalf of the Community Association;

20.12.8 performing administrative or secretarial functions on behalf of the Executive Committee; and

20.12.9 keeping records under Part 3 of Schedule 1 to the Management Act.

20.13 Functions of the Treasurer

The Functions of the Treasurer include:-

20.13.1 the Functions set out in Section 26(1) and (2) of the Management Act;

20.13.2 notifying owners of Lots of any contributions levied under the Management Act;

20.13.3 receiving, acknowledging, banking and accounting for any money paid to the Community Association;

20.13.4 preparing any certificate applied for under paragraphs (b), (c), (d), (e) and (f), (g), (h), (i), (j) and (k) of Clause 2 Schedule 4 to the Management Act;

20.13.5 keeping prescribed accounting records under Clause 10 of Schedule 1 to the Management Act;



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20.13.6 preparing financial statements under Clause 11 of Schedule 1 to the Management Act; and

20.13.7 notifying owners of Lots of any contribution levied under the Management Statement and collecting such contributions.

20.14 Sub-Committees

The Executive Committee may from time to time appoint sub-committees comprising one or more of its members to:-

20.14.1 conduct investigations;

20.14.2 perform duties and functions on behalf of the Executive Committee; and

20.14.3 report the findings of the sub-committee to the Executive Committee.

20.15 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.

20.16 Protection of executive committee members from liability

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

BY LAW 21 INTEREST ON OVERDUE MONIES

21.1 The Community Association may charge a defaulting owner interest on any overdue payment for the period from the date the payment was due to be paid to the date of actual payment at the prevailing Interest Rate.

21.2 A defaulting owner indemnifies the Community Association against all damages, losses, liabilities, costs and expenses incurred by the Community Association in relation to any recovery action brought by the Community Association against the defaulting owner.

21.3 An owner or occupier of a Lot must pay the Community Association interest at the Interest Rate on any amount, including a contribution levied by the Community Association under the Management Act, that has become due for payment and remains unpaid from and including the date it becomes due for payment to the date of actual payment.

21.4 Interest which is not paid when due for payment may be capitalised by the Community Association at monthly intervals and is payable on capitalised interest at the rate and in the manner referred to in By-Law 21.3.



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

BY LAW 22 RETENTION OF RECORDS

- 22.1 The Community Association must retain for the prescribed period and in any event for no less than 7 years:
- 22.1.1 the records of the proceedings at its meetings; and
 - 22.1.2 the accounting records it is required to keep; and
 - 22.1.3 the summary and other particulars required to be recorded in relation to notices and orders served on it; and
 - 22.1.4 the financial statements prepared by it, and
 - 22.1.5 correspondence received by it and copies of correspondence sent by it; and
 - 22.1.6 copies of notices of its meetings and of meetings of its executive committee; and
 - 22.1.7 proxies delivered to it; and
 - 22.1.8 voting papers for resolutions at its meetings; and
 - 22.1.9 voting papers for election of its executive committee and officers; and
 - 22.1.10 records served on it by its managing agent; and
 - 22.1.11 notices specifying an address for service; and
 - 22.1.12 any other prescribed document.

BY LAW 23 MAINTENANCE OF LANDSCAPED AREAS AND FRONTAGES TO EXCELSIOR AVENUE AND OLD NORTHERN ROAD

- 23.1 The Community Association shall be responsible for the care and maintenance of all Community Property including the Recreational Lot and landscaped areas of the Community Property.
- 23.2 The Community Association shall for a period of five (5) years or such further period as agreed to by the Executive Committee be responsible for the care and maintenance of the verge including all landscaped areas on the verge along the Excelsior Avenue and Old Northern Road frontages to the Community Parcel subject to any directions, orders or conditions imposed by the Council.



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BY LAW 24 OPEN ACCESSWAYS PARKING BAYS AND SIGNAGE AND ACCESS BY THE PUBLIC TO COMMUNITY PROPERTY

- 24.1 The roads, parking bays and access ways are defined in the Accessway Plan attached to this Community Management Statement Sheet 64.
- 24.2 The roads, parking bays and access ways are Community Association property.
- 24.3 The Community Association shall be responsible for the care and maintenance of all roads, parking bays and access ways.
- 24.4 The Community Association shall be responsible for the vehicle entry pavement to the Community Parcel within the Council's road reserve.
- 24.5 The Community Association shall be responsible for all signage and setting of speed limits for the Community Property including all roads access ways and parking bays.
- 24.6 Subject to the prior invitation of an owner or subject to the written consent of the Community Association any member of the public may enter onto and use the roads and access ways and the recreation area of the Community Property at all times.
- 24.7 Any member of the public using the roads and access ways and the recreation area of the Community Property must observe and comply with any Rules that may be made by the Community Association in relation to the use and enjoyment of Community Property.
- 24.8 The Community Association must maintain an insurance policy for public liability over the Community Property.

BY LAW 25 STORMWATER SERVICE LINES AND DRAINAGE PITS

- 25.1 The stormwater service lines and drainage pits located on Community Property and all stormwater service lines and drainage pits servicing multiple Lots as defined in the Services Works as Executed Plan attached to this Community Management Statement Sheet 65 are Community Association property ("Community Association Stormwater Lines and Pits").
- 25.2 The Community Association shall be responsible for the care and maintenance of all Community Association Stormwater Lines and Pits.
- 25.3 The owner of each Lot own and shall maintain and repair the stormwater lines and drainage pits located on that Lot and not included in Community Association Stormwater Lines and Pits.

BY LAW 26 ON SITE DETENTION PIT

- 26.1 The On Site Detention system (OSD) partly constructed on the Community Parcel and the adjoining school land owned by the Trustees of the Roman Catholic Church for the

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Diocese of Parramatta ("the Church") and associated rock walls and bund wall is defined in Engineering Plan 41764/CO3 Sheet 12.

- 26.2 The Community Association shall be responsible for the care and maintenance of the OSD including all maintenance and repair obligations set out in relevant operation and maintenance manuals in respect of the OSD.

BY LAW 27 HUMEGUARD GROSS POLLUTANT TRAP

- 27.1 The Community Association shall be responsible for the care and maintenance of the Humeguard HG24 Gross Pollutant Trap defined in sheet 12 of Engineering Plan 41764/CO3 ("the Humeguard Trap") including all care and maintenance obligations set out in relevant operation and maintenance manuals in respect of the Humeguard Trap.

BY LAW 28 BRAACE RETAINING WALL

- 28.1 The BRAACE Retaining Wall system is defined in the Services Works as Executed Plan attached to this Community Management Statement Sheet 65 within Castel Residences, 155 to 165 Excelsior Avenue Castle Hill.
- 28.2 All BRAACE Retaining Walls located on the Community Parcel and on any Lot are the property of the Community Association.
- 28.3 The Community Association shall be responsible for the care and maintenance of all BRAACE Retaining Walls including all care and maintenance obligations set out in relevant operation and maintenance manuals in respect of the BRAACE Retaining Walls including the CSR BRAACE Technical Manual January 2006 and any amendment to that manual notified to the Community Association.
- 28.4 In the event that the Community Association fails to respond to Council's directions, the Community Association, Owner and Occupier of a Lot shall insure that the Council shall have the benefit of the BRAACE Retaining Wall System including associated subsoil drainage lines constructed or to be constructed on the Community Property or a Lot for the purposes of supporting the surface subsoil and undersurface of the Community Property or a Lot and for the purposes of maintaining the BRAACE Retaining Wall System for uniform construction and appearance the Community Association, Owner and Occupier of a Lot shall grant to Council upon Council giving reasonable notice the right to enter Community Property and any Lot for the purpose of constructing, maintaining, repairing altering or doing any work on the Community Property or any Lot and for the purposes of removing and re-erecting any fences or any other posts on the Community Property or any Lot.
- 28.5 The Owner and the Occupier of a Lot shall not:
- 28.5.1 Change the colour or finish of any part of the BRAACE Retaining Wall System without prior written approval of the Community Association;
- 28.5.2 Wilfully damage the structure or finish of the BRAACE Retaining Wall System;



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- 28.5.3 Wilfully damage or interfere with the subsoil drainage system associated with the BRAACE Retaining Wall System;
- 28.5.4 Reroute any part of the subsoil drainage system associated with the BRAACE Retaining Wall System without the prior written approval of the Community Association;
- 28.5.5 Attach any temporary or permanent load bearing or structural fixture to any part of the BRAACE Retaining Wall System;
- 28.5.6 Attach any rock climbing equipment to any part of the BRAACE Retaining Wall System;
- 28.5.7 Plant any trees (other than shrubs that will grow to a mature height of not more than 3 metres and a mature trunk circumference of not more than 0.1metres) within 4 meters of any part of the BRAACE Retaining Wall System;
- 28.6 Excavate to a depth greater than 300 millimetres on the low side of any part of the BRAACE Retaining Wall System within the exclusion area (being an area measured from any point on the face of the BRAACE Retaining Wall System having a horizontal distance from the BRAACE Retaining Wall System to the proposed point of excavation of less than the BRAACE Retaining Wall height at the point of measurement plus 0.5 meters) except in the following circumstances:
 - 28.6.1 The planting of a shrub within the exclusion area that meets the specifications set out in this by-law;
 - 28.6.2 Preparing or renewing an underground utility service or conduit within the exclusion area in its original location or a location more distant from the BRAACE Retaining Wall System;
- 28.7 Where written approval for the excavation has been granted by the Community Association following a written application which included a structural engineer's assessment of the proposed excavation and proposed measures to manage any risk to the BRAACE Retaining Wall System such assessment to be acceptable to the Community Association and such assessment to confirm that the proposed excavation shall have minimal risk to the stability of the BRAACE Retaining Wall System and any soil that is excavated will be re-compacted to achieve a minimum compaction of 95% of standard compaction.

BY LAW 29 FENCING

- 29.1 All perimeter fencing located on the Community Parcel is the property of the Community Association.
- 29.2 The Community Association shall be responsible for the care and maintenance of all perimeter fencing each owner of a Lot shall be responsible for the care and maintenance of all dividing fences jointly with the owner of an adjoining Lot and shall not be the responsibility of the Community Association.



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- 29.3 All care and maintenance obligations shall be carried out by the responsible person in accordance all relevant Architectural Standards and Landscape Standards.

BY LAW 30 PUBLIC LIABILITY INSURANCE

- 30.1 The Community Association shall be responsible for taking out and maintaining appropriate insurance cover including sufficient Public Liability insurance in respect of all the obligations of the Community Association referred to in these By-Laws.



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PART 4 OPTIONAL MATTERS

BY LAW 31 WASHING

- 31.1 The owner or occupier of a Lot must not hang any washing, towels, bedding, clothing or other articles of a similar nature on the outside of a building on a Lot on any other part of a Lot other than that designated by the Community Association from time to time for that purpose.

BY LAW 32 STORAGE OF FLAMMABLE LIQUIDS

- 32.1 The owner or occupier of a Lot must not, except with the approval of the Community Association, use or store on the Lot or any other part of the Community Scheme 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.

BY LAW 33 KEEPING AN ANIMAL

- 33.1 The owner or occupier of a Lot may not keep any animal on a Lot except for a cat or dog, fish in an aquarium or bird in a cage except where the Community association has granted written approval for the keeping of more than one specified animal.
- 33.2 The owner of a pet allowed by By-Law 33.1 must ensure that the pet remains on the Lot and does not enter onto any part of the Community Scheme or Community Property except where the pet allowed by By-Law 33.1 is on a leash.
- 33.3 A completely or partially blind owner or occupier of a Lot may keep a guide dog on a Lot.
- 33.4 A completely or partially blind person may use a guide dog on a Lot or any other part of the Community Scheme or Community Property.

BY LAW 34 DISPOSAL OF GARBAGE

- 34.1 The owner or occupier of a Lot must observe and comply with any rules set by the Community Association relating to the storage and disposal of garbage.
- 34.2 Without limiting the above, the owner or occupier of a Lot must ensure that:
- 34.2.1 all garbage on the Lot is secured so that it does not emit odours and hidden from view from outside the Lot;
 - 34.2.2 used bottles, boxes and containers, waste paper and other similar items are stored so that they are hidden from view outside the Lot;
 - 34.2.3 garbage is made available for collection by the Council in accordance with Council's By-Laws and Ordinances relating to the disposal of garbage.



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BY LAW 35 PARKING OF MOTOR VEHICLES

- 35.1 An owner or occupier of a Lot must not park a motor vehicle, boat or trailer on the Community Scheme except in an area on the Community Scheme designated by the Community Association from time to time as being an area where a motor vehicle, boat or trailer may be parked by an owner or occupier of a Lot.
- 35.2 An owner or occupier of a Lot must ensure that their invitees park their motor vehicles in an orderly manner and comply with Council regulations while in the Community Scheme.
- 35.3 No repairs to any motor vehicles, boats or trailers must be undertaken in the Community Scheme.
- 35.4 The Owner or Occupier of a Lot must not park in any visitor parking bay.
- 35.5 The Owner or Occupier of a Lot must not allow visitors or their invitees to occupy a visitor's parking bay continually for more than 24 hours on any week day or continually for more than 48 hours on a weekend.
- 35.6 The Community Association shall designate speed limits for the Community Scheme and the Owner or Occupier of a Lot shall not and must ensure that their visitors and invitees shall not travel by motor vehicle or any other conveyance at a speed that exceeds the designated speed limit on any part of the Community Scheme.
- 35.7 The Owner or Occupier of a Lot shall not and must ensure that their visitors and invitees shall not park any vehicle with an unloaded weight exceeding 3 tonnes on any part of the Community Property.

BY LAW 36 PRIVATE SERVICES

- 36.1 The Community Association may, on its own behalf:-
- 36.1.1 provide Private Services to the owner or occupier of a Lot;
 - 36.1.2 arrange for the installation and maintenance of Service Lines for the provision of Private Services; and
 - 36.1.3 contract with persons to monitor or provide, in part or in whole, Private Services.
- 36.2 The owner or occupier of a Lot must not:-
- 36.2.1 carry out any works which interfere with Private Services;
 - 36.2.2 carry out any works which interfere with Private Services except with the approval of the Community Association; or
 - 36.2.3 obstruct access to; overload or damage Private Services.



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BY LAW 37 COMMUNITY ASSOCIATION'S RIGHT TO MAINTAIN SERVICES

- 37.1 Subject to Section 60 of the Management Act, the Community Association and persons authorised by it may enter a Lot at all reasonable times to maintain, repair, alter, add to, increase the capacity of or renew Private Services, Statutory Services, Community Property, or any other property for which the Community Association has the care, maintenance or repair responsibilities under these By-Laws.
- 37.2 The Community Association must give the owner or occupier of a Lot reasonable notice of entry.
- 37.3 If an emergency exists the Community Association and persons authorised by it may enter a Lot at any time without notice.

BY LAW 38 AN OWNER OR OCCUPIER IS RESPONSIBLE FOR OTHERS

- 38.1 An owner or occupier of a Lot must:-
- 38.1.1 ensure that authorised persons comply with this Management Statement; and
 - 38.1.2 Make those authorised persons leave Castel Residences immediately if they do not comply with this Management Statement.
- 38.2 If an owner or occupier of a Lot enters into a lease or licence, the owner or occupier must:-
- 38.2.1 provide the tenant or licensee with a copy of this Management Statement and any changes;
 - 38.2.2 make sure the tenant or licensee and their visitors comply with this Management Statement; and
 - 38.2.3 take all action available, including action under the lease or license agreement, to make the tenant or licensee comply with this Management Statement.
- 38.3 An owner or occupier of a Lot must not allow another person to do anything that the owner or occupier cannot do in terms of this Management Statement.

BY LAW 39 COMMUNITY ASSOCIATION'S RIGHT TO REMEDY

- 39.1 The Community Association may do anything on a Lot which should have been done by the owner or occupier of a Lot under the By-Laws but which has not been done or not been done properly.
- 39.2 If the Community Association exercises its right under By-Law 39.1, then for as long as it is necessary and at the cost of the owner or occupier of the Lot, the Community Association and persons authorised by it may enter the Lot and remain there.



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- 39.3 The Community Association may enter and remain on a Lot under By-Law 39.2 only after the date specified in a notice given to the owner or occupier of the Lot by the Community Association stating its intention to so enter.

BY LAW 40 COMMUNITY ASSOCIATION'S RIGHT TO RECOVER MONEY

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

BY LAW 41 COMMUNITY ASSOCIATION'S TRADING ACTIVITIES

- 41.1 The Community Association may, for the purpose of exercising and performing its functions, carry on a business or trading activity.
- 41.2 The Community Association:-
- 41.2.1 must pay to its Sinking Fund income derived by it from its business or trading activities; and
 - 41.2.2 must estimate how much money it will need to credit to its Sinking Fund to meet expenses associated with carrying on its business or trading activities; and
 - 41.2.3 must make the estimate under By-Law 41.2.2:-
 - (a) only after accepting a 10 year sinking fund plan produced by an appropriately qualified quantity surveyor which includes review dates every 5 years for the plan.
 - (b) no later than 1 month after incorporation of the Community Association; and
 - (c) after that, as the occasion requires,
at a General Meeting that has before it a statement of the existing financial situation and an estimate of receipts and payments;
 - 41.2.4 request each member for a contribution to provide the amount estimated under By-Law 41.2; and
 - 41.2.5 may distribute any net profit derived by it from carrying on its business or trading activities in accordance with Clause 17 of Schedule 1 to the Management Act.
- 41.3 If the Community Association suffers a net loss from carrying on its business or trading activities, then it must impose a levy on each member for a contribution to the Sinking Fund or Administration Fund as necessary in order to meet the amount of the net loss.
- 41.4 The Original Proprietor is not bound by this By-Law.



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BY LAW 42 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

- 42.1 An owner or occupier of a Lot must pay or reimburse the Community Association on demand for the costs, charges and expenses of the Community Association in connection with the contemplated or actual enforcement, or preservation of any rights under the By-Laws in relation to the owner or occupier.
- 42.2 The costs, charges and expenses under By-Law 42 shall 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.
- 42.3 The Original Proprietor is not bound by this By-Law.

BY LAW 43 THINGS DONE AT PROPRIETOR'S OR OCCUPIER'S COST

- 43.1 Anything which an owner or occupier of a Lot is required to do under the By-Laws must be done at the cost of the owner or occupier.

BY LAW 44 COMMUNITY ASSOCIATION NOT LIABLE FOR DAMAGE

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

BY LAW 45 RULES

- 45.1 The Community Association may make Rules relating to the control, management, operation, use and enjoyment of Community Property including, without limitation:-
- 45.1.1 the control, management, operation and use of the Recreation Lot;
 - 45.1.2 the control, management and preventing access to the access ramp to Gilroy College ovals except for emergency and maintenance vehicles;
 - 45.1.3 the storage, disposal and collection of garbage.
- 45.2 The Community Association may at any time add to or alter the Rules.
- 45.3 The Community Association may not make a Rule or add to or alter a Rule so that it is or becomes inconsistent or in conflict with the Management Act, the Development Act or these By-Laws.
- 45.4 Rules bind an owner, occupier, mortgagee in possession and lessee of a Lot.
- 45.5 The Original Proprietor is not bound by this By-Law.



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BY LAW 46 COMPLIANCE WITH REQUIREMENTS OF AUTHORITIES

- 46.1 An owner or occupier of a Lot must comply on time with all requirements and orders of authorities and all laws in connection with:
- 46.1.1 the Lot; or
 - 46.1.2 the use or occupation of the Lot; or
 - 46.1.3 any business being carried out on the Lot.

BY LAW 47 NOTICES TO BE OBSERVED

- 47.1 An owner or occupier of a Lot must comply with the terms of any notice displayed on Community Property by the Community Association, Service Provider or other relevant authority.
- 47.2 The Original Properties is not bound by this By-Law.

BY LAW 48 INSTRUCTING CONTRACTORS

- 48.1 An owner or occupier of a Lot must not directly or indirectly instruct agents, employees or contractors of the Community Association unless authorised to do so by the Community Association.
- 48.2 The Original Proprietor is not bound by this By-Law.

BY LAW 49 COMMUNICATIONS WITH COMMUNITY ASSOCIATION

- 49.1 Complaints, notices or applications to or requests for consideration of matters by the Community Association must be in writing and forwarded to the Managing Agent of the Community Association or the Secretary if no Managing Agent is appointed.
- 49.2 An approval, notice or authorisation by the Community Association under the By-Laws must be in writing

BY LAW 50 APPROVALS BY COMMUNITY ASSOCIATION

- 50.1 The Community Association may give conditionally or unconditionally or withhold its approval under the By-Laws in its absolute discretion unless expressly provided otherwise in the By-Laws.

BY LAW 51 EXHIBITION OF BY-LAWS

- 51.1 A copy of the By-Laws must be exhibited in a prominent place on the Community Property.



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BY LAW 52 NO INTERFERENCE

- 52.1 An owner or occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot so that:
- 52.1.1 any support or shelter provided by that Lot for another Lot or Community Property or any part of it is interfered with; or
 - 52.1.2 Service Lines, garbage services and Private Services are interfered with; or
 - 52.1.3 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 owner or occupier of any other Lot or Authorised Person.
 - 52.1.4 The Original Proprietor is not bound by this By-Law.

BY LAW 53 NOISE AND ANCILLARY MATTERS

- 53.1 An owner or occupier of a Lot must not:-
- 53.1.1 make noise that interferes unreasonably with another owner or occupier;
 - 53.1.2 use language or behave in a way that might offend or embarrass another owner or occupier or their visitors;
 - 53.1.3 obstruct a person's legal use of Community Property;
 - 53.1.4 use equipment that interferes with equipment or appliances used by another owner or occupier;
 - 53.1.5 do anything that might damage the good reputation of Castel Residences; or
 - 53.1.6 do anything in Castel Residences that is illegal.

BY LAW 54 CHANGE IN USE OF LOT TO BE NOTIFIED

- 54.1 An owner or occupier of a Lot must notify the Community Association if the owner or occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Community Association and pay any increased premium due to the change of existing use.
- 54.2 The Original Proprietor is not bound by this By-Law.

BY LAW 55 SECURITY AT CASTEL RESIDENCE

55.1 Security System

The Community Association may operate a security system under which:



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- 55.1.1 parts of the Community Property are secured against entry by unauthorised persons; and
- 55.1.2 locks and other security devices or procedures are used to implement the security system.
- 55.2 The Community Association is not liable for any loss or damage suffered to persons or property because:
 - 55.2.1 the security system fails or there is unauthorised entry to any part of the Community Property; or
 - 55.2.2 the security system is not operating.
- 55.3 The Community Association may provide to the Owner of a Lot a security key to allow the Owner access to the Community Property.
- 55.4 The Community Association may charge a fee or bond to an Owner of a Lot if extra or replacement security keys are required.
- 55.5 An Owner of a Lot must inform the Community Association if a security key is lost or stolen.
- 55.6 An Owner of a Lot must ensure that any lessee or licensee of the Lot return the security keys to the Community Association when they vacate the Lot.

BY LAW 56 RESTRICTING ACCESS TO CASTEL RESIDENCES

- 56.1 In addition to its powers under the Management Act and the Development Act, the Community Association has the power to install and operate in the Community Property audio and visual security cameras and other audio and visual surveillance equipment for the security of Castel Residences.
- 56.2 In addition to its powers under the Management Act and the Development Act, the Community Association has the power to:
 - 56.2.1 restrict access to the Recreation Lot;
 - 56.2.2 close off or restrict by security keys access to parts of Community Property that do not give access to a Lot;
 - 56.2.3 restrict access of Owners and occupiers to areas in Castel Residences where they do not own or occupy a Lot or where they have no rights to use Common Property under an exclusive use By-Law; and
 - 56.2.4 allow security personnel to use part of Common Property to operate or monitor security at Castel Residences. Where such part of the Community Property is used or set aside for security personnel, the Community Association may exclude Owners and occupiers from using these parts of Community Property.



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- 56.3 An Owner of a Lot must not:
- 56.3.1 interfere with security cameras or surveillance equipment; or
 - 56.3.2 do anything that might prejudice the security or safety of Castel Residences.
- 56.4 An Owner of a Lot must take reasonable care to ensure that fire and security doors are locked or closed when they are not being used

BY LAW 57 SECURITY KEYS

- 57.1 Subject to this By-Law, the Community Association may give Owners and occupiers a security key if access to Common Property is restricted under By Law 55.
- 57.2 The Community Association must provide Owners and occupiers with security keys for:
- 57.2.1 the Community Property that is subject to restricted access; and
 - 57.2.2 the Recreation Lot.
- 57.3 The Owners Corporation may charge a fee or bond if extra or replacement security keys are required (in addition to those which an Owner is entitled to receive under this By-Law).
- 57.4 In addition to its powers under the Management Act and the Development Act. The Community Association has the power to:
- 57.4.1 re-code security keys; and
 - 57.4.2 require the prompt return of security keys to the Community Association to be re-coded.
- 57.5 In addition to its powers under the Management Act and the Development Act, the Community Association has the power to make agreements with another person (for example, the Caretaker) to exercise its functions under this By-Law and, in particular, to manage the security key system. The agreement may have provisions requiring Owners to pay that person an administration fee for the provision of security keys.
- 57.6 An Owner of a Lot must:
- 57.6.1 take all reasonable steps not to lose security keys;
 - 57.6.2 return all security keys to the Community Association if the security keys are not required or if they no longer own or occupy a Lot in Castel Residences; and
 - 57.6.3 notify the Community Association immediately if they lose a security key.



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- 57.7 If a Lot is leased or licensed an Owner must include a requirement in the lease or licence that the occupier return security keys to the Community Association when they no longer occupy a Lot in Castel Residences.
- 57.8 An Owner of a Lot must not:
- 57.8.1 copy a security key; or
 - 57.8.2 give a security key to someone who is not an Owner or an Owner's lessee or licensee.
- 57.9 An Owner of a Lot must comply with the reasonable requests and directions of the Community Association about security keys and, in particular, instructions about re-coding and returning security keys.

BY LAW 58 APPOINTMENT OF CARETAKER

Appointment of Caretaker

- 58.1 The Community Association may appoint and enter into an agreement with a person or entity ("the Caretaker") who has the qualifications (if any) required by the Management Act or the Development Act and who has the skills to provide management and caretaker services for the Community Scheme.
- 58.2 The agreement with the Carekater may be for a term of up to 10 years and the remuneration of the Caretaker shall be on market terms. The agreement may include provisions relating to:
- 58.2.1 the rights of the Community Association to terminate the agreement if the Caretaker does not perform its functions properly or fails to comply with its obligations under the agreement after due notice; and
 - 58.2.2 the rights of the Caretaker to terminate the agreement early if the Community Association does not comply with its obligations under the agreement after due notice.
- 58.3 The Caretaker's duties may include:
- 58.3.1 caretaking, supervising and servicing Community Property;
 - 58.3.2 supervising, cleaning and garbage removal services;
 - 58.3.3 supervising the repair, maintenance, renewal or replacement of Community Property;
 - 58.3.4 co-ordinating deliveries and the movement of goods, furniture and other large articles through Community Property;
 - 58.3.5 co-ordinating the carrying out of building works;



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- 58.3.6 managing the security key system and providing security keys according to the By-Laws;
 - 58.3.7 providing services to the Community Association, Owners and occupiers;
 - 58.3.8 supervising employees and contractors of the Community Association;
 - 58.3.9 supervising Castel Residences generally;
 - 58.3.10 doing anything else that the Community Association agrees is necessary for the operation and management of Castel Residences; and
 - 58.3.11 controlling the operation of the Recreation Lot (for example, by any reservation system implemented by the Community Association).
- 58.4 The Community Association may allocate parts of the Community Property for the exclusive use of the Caretaker to enable the Caretaker to carry out their duties pursuant to any agreement between the Community Association and the Caretaker.



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PART 5 BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

This part may specify by-laws made at the request of a public authority. These by-laws may provide that amendments may not be made without the consent of the public authority (see Schedule 3 clause 4 of the *Community Land Development Act 1989*).

BY LAW 59 INTEGRAL ENERGY AUSTRALIA ACCESSWAYS

59.1 The Community Association agrees that if the surface of the accessways does not support the heavy vehicles, machinery and materials necessary to maintain Integral Energy Australia's electrical equipment and street lighting, the Community Association will be responsible for repairing any damage caused to the surface of the accessways during such maintenance. This provision applies despite any other easement terms to the contrary.

BY LAW 60 INTEGRAL ENERGY AUSTRALIA ELECTRICITY SYSTEM

- 60.1 The high voltage and low voltage electricity system and the street lighting system are defined on Integral Energy Australia's Drawing *No.302517*.
- 60.2 This electricity system and street lighting system are the property of Integral Energy Australia.
- 60.3 The Integral Energy Australia is responsible for the maintenance, repair, refurbishment, and augmentation of these systems.
- 60.4 The Community Association guarantees Integral Energy Australia, 24 hour access to the electricity system and the street lighting system for operation and maintenance as required.

BY LAW 61 INTEGRAL ENERGY AUSTRALIA LIGHTING SERVICES AGREEMENT

- 61.1 Integral Energy Australia is responsible for the operation and minimal maintenance of the lighting system, as detailed in the Integral Energy Australia Lighting Services Agreement Terms and Conditions. This includes the supply of energy and the replacement of faulty lamps, photoelectric cells and fuses. The Community Association is responsible for all other maintenance and repairs to the lighting system.
- 61.2 The Community Association guarantees Integral Energy Australia, 24 hour access to the lighting system for operation and maintenance as required.
- 61.3 The Community Association accepts that the roadway construction standard used within the Community Parcel may not support the necessary heavy equipment to effectively maintain the lighting system and agrees to pay any additional cost necessary to avoid damage to Community Property.



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BY LAW 62 TELSTRA TELECOMMUNICATION NETWORK

- 62.1 The Telstra telecommunication network is located on Community Property
- 62.2 The telecommunication network is the property of Telstra.
- 62.3 Telstra is responsible for the maintenance, repair, refurbishment, and augmentation of the telecommunication network located on Community Property.
- 62.4 "Telstra telecommunication network" includes HFC Cabling and the HFC Network as specified in the Survey and Design attached.
- 62.5 "HFC Cabling" means the equipment and facilities (including, without limitation, optical fibre, coaxial cable, ducts, pits, conduits, connection points and amplifiers) to be installed on the Community Parcel, and any required extension to the HFC Network, as specified in the Survey and Design or otherwise agreed, and includes, as appropriate, all subscriber connection facilities to such equipment and facilities.
- 62.6 "Survey and Design" means the attached Telstra HAS -DA RF Network Plan.
- 62.7 "Telstra" includes Telstra Multimedia Pty Limited ABN 82 069 279 072) and its employees, contractors, agents, or subagents and employees of its contractors, sub-contractors, agents and sub agents.

BY LAW 63 ALINTA GAS NETWORKS LIMITED GAS RETICULATION NETWORK

- 63.1 The Alinta AGN Ltd gas reticulation network is located on Community Property and as defined in the Services Works as Executed Plan attached to this Community Management Statement Sheet 65 as "*Gas Reticulation Network*". The Gas Reticulation Network includes the mains, pipes, and other apparatus used for the conveyance, control, measurement and distribution of the substances and for purposes incidental thereto.
- 63.2 The Gas Reticulation Network is the property of Alinta AGN Ltd.
- 63.3 Alinta AGN Ltd is responsible for the maintenance, repair, refurbishment, and augmentation of the Gas Reticulation Network located on Community Property. Each owner of a Lot owns the inlet pipe connection that connects the Lot to the Alinta AGN Ltd Gas Reticulation Network and is responsible for the cost of maintenance, repair, refurbishment and augmentation of the inlet pipe connection.
- 63.4 The Community Association shall permit Alinta AGN Ltd to operate the Gas Reticulation Network in accordance with the rights granted under Memorandum Z507490B held at the Department of Lands Land and Property Information Office.



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BY LAW 64 SYDNEY WATER CORPORATION WATER SUPPLY NETWORK

- 64.1 The Sydney Water Corporation water supply network is located on Community Property and is defined in diagram Case No. 85415 PW at Old Northern Road Castle Hill.
- 64.2 The water supply network is the property of Sydney Water Corporation.
- 64.3 Sydney Water Corporation is responsible for the maintenance, repair, refurbishment, and augmentation of the water supply network located on Community Property.
- 64.4 Each owner of a Lot owns the water supply service line connection from the Sydney Water Corporation water supply network that connects the Lot to the Sydney Water Corporation water supply network and is responsible for the costs of maintenance, repair, refurbishment, and augmentation of the water supply service line connection.
- 64.5 The Community Association owns the water supply service line connection from the Sydney Water Corporation water supply network that connects the Community Property to the Sydney Water Corporation water supply network and is responsible for the cost of maintenance, repair, refurbishment, and augmentation of the water supply service line connection.

BY LAW 65 SYDNEY WATER CORPORATION SEWER NETWORK

- 65.1 The Sydney Water Corporation sewer network is located on Community Property and is defined in diagram Case No. 85415 WW at Old Northern Road Castle Hill.
- 65.2 The sewer network is the property of Sydney Water Corporation.
- 65.3 Sydney Water Corporation is responsible for the maintenance, repair, refurbishment, and augmentation of the sewer network located on Community Property and on each Lot.
- 65.4 Each owner of a Lot owns the sewer service line connection that connects the Lot to the Sydney Water Corporation sewer network and is responsible for the cost of maintenance, repair, refurbishment, and augmentation of the sewer service line connection.
- 65.5 The Community Association owns the sewer service line connection that connects the Community Property to the Sydney Water Corporation sewer network and is responsible for the cost of maintenance, repair, refurbishment, and augmentation of the sewer service line connection.



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PART 6 SIGNATURE OF MANAGEMENT STATEMENT

DATED this _____ day of _____ 2006.

Signed in my presence for and on behalf of
TWEEDSTONE PTY LTD (ACN 112 196 362) under the
Power of Attorney dated ~~8 September 2006~~ **16 MARCH 2007**
(Registration Book ~~4498 No. 489~~ **4512 302**) by its Attorney: *[Signature]*

| | | |
|--|---|---|
| <u><i>[Signature]</i></u> (Signature of Attorney) | <u>LATE COSTANCE BARREROOK</u> Full name of Attorney | <u>CREWELL MANAGER</u> Title of Attorney |
| <u><i>[Signature]</i></u> (Signature of Attorney) | <u>JOE BONACQUA</u> Full name of Attorney | <u>DEVELOPMENT MANAGER</u> Title of Attorney |

who are personally known to me and each of whom declare that they have received no notice of revocation of the Power of Attorney under which this document is signed

| | |
|---|---|
| <u><i>[Signature]</i></u> (Signature of Witness) | <u>KEVIN PATRICK FIGUEROA</u> Full name of Witness |
|---|---|

CERTIFICATE OF APPROVAL

It is certified:-

- (a) that the consent authority has approved of the development described in development Application No. **349-06** and
- (b) that the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Date: **06 / 06 / 2007**

Signed on behalf of consent authority

[Signature]
AUTHORISED PERSON SF 346

MORTGAGEE APPROVAL

| | |
|---|-------------------------|
| PERMANENT NOMINEES (Aust.) LIMITED ACN 000 154 401 | |
| by its Attorneys who state that they have no notice of revocation of the Power of Attorney dated 2nd June 1994 whereby they execute this deed document or instrument. | |
| Group A Attorney | Group B Attorney |
| <i>[Signature]</i> | <i>[Signature]</i> |
| Signature | Signature |
| Name JOHN NEWBY | Name EVIE ROZALI |

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**ARCHITECTURAL STANDARDS AND
LANDSCAPE STANDARDS**

“CASTEL RESIDENCES”

CASTLE HILL NSW



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I. INTRODUCTION

Purpose of the Architectural Standards and Landscape Standards

The Architectural Standards regulates building works and the external appearance of the various buildings comprising the Castel Residences to preserve the design integrity, character and architectural quality of the Community Scheme. The Architectural Standards and Landscape Standards seek to maintain the high aesthetic and design standards of Castel Residences and in the process to uphold property values for owners.

Contents of the Architectural Standards and Landscape Standards

The Architectural Standards and Landscape Standards contains provisions relating to:

- (a) the external appearance of each Lot,
- (b) works which Owners may carry out without consent from the Executive Committee,
- (c) works which Owners may carry out only with consent from the Executive Committee,
- (d) works which owners may not carry out, and
- (e) acoustic requirements and noise control.

The Developer

Despite anything to the contrary in the Architectural Standards and Landscape Standards, the provisions of the Architectural Standards and Landscape Standards do not apply to the Developer as Original Proprietor, while it owns a Lot in the Community Scheme.



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Definitions

In the Architectural Standards and Landscape Standards the following definitions shall apply:

Architectural Standards and Landscape Standards means this architectural and landscape code for Castel Residences as may be amended by the Community Association from time to time.

Building means the building or buildings comprising Castel Residences.

By-Laws means the by-laws under the Management Act and Development Act in force in the Community Scheme as amended from time to time.

Castel Residences means the development known as Castel Residences, 155-165 Excelsior Avenue, Castle Hill NSW 2154.

Colour Scheme means the colour scheme of Castel Residences as established by the Community Association.

Community Property means the community property in the Community Scheme as identified in the community plan and other property of the Community Association.

Community Scheme means the Community Scheme known as Castel Residences comprised in the land comprised in Lot 2 in DP1073292.

Developer means Tweedstone Pty Limited.

Development Act means the Community Land Development Act 1989.

Executive Committee means the executive committee of the Community Association.

Lot means a lot in the Community Scheme and any lots into which it is sub-divided.

Management Act means the Community Land Management Act 1989.



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Managing Agent means the person appointed by the Community Association under section 50 of the Management Act. If the Community Association does not appoint a managing agent, Managing Agent means the secretary of the Community Association.

Owner means the registered proprietor of a Lot and includes an occupier, lessee, licensee or mortgagee in possession of that Lot.

3.1 Interpreting the Architectural Standards and Landscape Standards

3.2 In the Architectural Standards and Landscape Standards, 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 law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (d) a person includes an individual, body corporate, incorporated association or authority, and their executors, administrators, successors, substitutes and assigns;
- (e) the singular includes the plural and vice-versa.



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II. UNDERTAKING BUILDING WORKS

1. Approvals from Government Authorities

1.1 Prior to carrying out any work regulated by the Architectural Standards and Landscape Standards or which affect the external appearance of a Lot, an Owner must

- (a) obtain all necessary approvals from the Executive Committee,
- (b) obtain all necessary approvals from Government Authorities,
- (c) locate all service lines and pipes, and
- (d) obtain consent from the Executive Committee if the work will involve the interference or interruption of services to individual Lots or the Community Property.

1.2 Prior to carrying out any work not requiring the consent of the Executive Committee, an Owner of a Lot must inform the Executive Committee of the proposed work at least 14 days prior to the commencement of the work.

2. Removal of unapproved works

2.1 Subject to clause 1.1, the Executive Committee may require an Owner of a Lot to remove any item installed or work undertaken to a Lot if it affects or alters the external appearance of the Lot or the overall aesthetics of Castel Residences.

2.2 If an Owner of a Lot fails to remove or comply with the request of the Executive Committee given under clause 2.1, the Executive Committee may undertake the removal of the offending item or work and the cost of any such action by the Executive Committee shall be recovered from the Owner of the Lot.



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3. Procedures for carrying out work

- 3.1 Unless specifically authorised by an exclusive use by-law, an Owner of a Lot must not carry out any building work without the prior written consent of the Executive Committee.
- 3.2 An Owner of a Lot must comply with the requirements of the Architectural Standards and Landscape Standards and the by-laws when carrying out any building work.
- 3.3 Prior to carrying out any work under the Architectural Standards and Landscape Standards, an Owner of a Lot must:
 - (a) comply with the reasonable requirements of the Executive Committee about the time and means by which to access Castel Residences to carry out the work, and
 - (b) ensure that contractors and any other persons involved in carrying out the work comply with the reasonable requirements of the Executive Committee about the times and means by which they must access Castel Residences to carry out the work.
- 3.4 In undertaking work under the Architectural Standards and Landscape Standards, an Owner of a Lot must:
 - (a) only use qualified, reputable and, where appropriate, licensed contractors approved by the Executive Committee,
 - (b) carry out the work in a proper manner and to the reasonable satisfaction of the Executive Committee,
 - (c) regularly remove debris and leave all areas of the Community Scheme clean and tidy for all periods during the work, and



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- (d) repair any damage caused by the work (or persons carrying out the work on your behalf) to Community Property or the property of an Owner of another Lot .



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III. APPEARANCE OF A LOT

1. Window coverings and blinds

- 1.1 An Owner of a Lot may install curtains, blinds, louvres, shutters and other window and door treatments on or in the Lot which is in conformity with the Colour Scheme and general appearance of Castel Residences and which are of a quality commensurate to or better than the quality of Castel Residences.
- 1.2 An Owner of a Lot must have consent from the Executive Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in clause 1.1.

2. Sun shades

- 2.1 An Owner of a Lot must not install a sun shade, sun blind, awning or other sun shading device in the Lot without the prior consent of the Executive Committee.

3. Window treatments

- 3.1 An Owner of a Lot must not place solar film or similar treatments on the internal or external surface of glass windows or doors in the Lot.

4. Outdoor furniture

- 4.1 An Owner of a Lot may keep outdoor furniture on a balcony, terrace, garden or other external area of the Lot provided that the outdoor furniture:
 - (a) is in conformity with the general appearance of Castel Residences, and
 - (b) is of a quality and finish commensurate to or better than the quality of Castel Residences.



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- 4.2 An Owner of a Lot must not fix furniture, decorative objects, statues, fountains or any other items to the balcony, terrace or garden of a Lot.
- 4.3 An Owner of a Lot must properly maintain the outdoor furniture on the balcony, terrace or garden of a Lot and ensure that the furniture is clean and tidy at all times.
- 4.3 An Owner of a Lot must immediately remove furniture from the balcony, terrace, garden or any external area of the Lot if:
- (a) the Owner has not comply with the Owner's obligations under this clause, or
 - (b) the furniture has caused or may cause damage to another part of Castel Residences.

5. Landscaping on balconies, terraces and gardens

- 5.1 An Owner of a Lot must only keep plants on balconies and terraces in planter boxes and must ensure that the plants:
- (a) have an appearance from outside the Lot which is in conformity with the general appearance of Castel Residences, and
 - (b) are of a quality commensurate to and better than the quality of Castel Residences.
- 5.2 An Owner of a Lot must:
- (a) regularly maintain landscaping on the balcony, terrace or garden of a Lot,
 - (b) ensure that the landscaping is kept neat and tidy at all times,
 - (c) ensure that no landscaping hangs or grows over the edge of the balcony or terrace, and



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- (d) when watering the landscaping on the balcony, terrace or garden, ensure that:
 - (i) no water enters another part of Castel Residences, and
 - (ii) no damage is caused to another part of Castel Residences.

- 5.3 An Owner of a Lot must regularly mow and trim any lawn or garden area in the Lot.

- 5.4 An Owner of a Lot must maintain the landscaping in the Lot and must not do anything which may change the appearance of the landscaping in the Lot.

- 6. Colour Scheme**

- 6.1 An Owner of a Lot must comply with the Colour Scheme.

- 6.2 An Owner of a Lot must not change the colour or surface of any wall, window, door, floor, ceiling or other surface in the Lot without the prior consent of the Executive Committee if:
 - (a) the wall, window, door, floor, ceiling or other surface is visible from outside the Lot, and
 - (b) the proposed colour or surface changes or is not in keeping with the general external appearance of Castel Residences.



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IV. ACOUSTIC STANDARDS

Purpose of the Acoustic Standards

The purpose of the Acoustic Standards is to maintain acceptable levels and duration of noise transmission between the various buildings in Castel Residences to minimise disturbances and interference with the use and enjoyment of owners and occupiers.

To achieve this, the Acoustic Standards aim to provide guidelines and controls in relation to issues and events such as parties and playing music.

The requirements in the Acoustic Standards are at all times subject to any nuisance or interference which may be generated by particular activities. For example, an Owner may practice or play musical instruments between certain hours. However, an Owner must not play a particular type of instrument or play the instrument at any time if this will unreasonably interfere with another Owner.

1. Noise

- 1.1 Subject to the Acoustic Standards, an Owner must not make noise which might unreasonably interfere with the use and enjoyment by another Owner of the Lot or Community Property.

2. Equipment and machinery

- 2.1 An Owner of a Lot must ensure that equipment and machinery in the Lot does not cause vibrations or noise in another part of Castel Residences (eg, washing machines or air conditioners).

3. Using power tools

- 3.1 Subject to any conditions which apply when you carry out building works, an Owner of a Lot may use power tools (eg impact drills, electric saws or angle grinders) only between the hours of 8.30 am to 5.00 pm Mondays to Fridays



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and 9.00 am to 3.00 pm on Saturdays. You must not use power tools on Sundays or public holidays in New South Wales.

4. **Playing musical instruments**

4.1 Subject to the Acoustic Standards, an Owner of a Lot may play or rehearse on musical instruments (other than percussion instruments) only between 9.00 am to 5.00 pm. An Owner of a Lot must not play or rehearse on percussion instruments.

5. **Playing music**

5.1 Subject to this clause and any By-Laws in force in the Community Scheme, an Owner of a Lot must not play live or other music which exceeds 65dB(A) after 11.00 pm.

6. **Noise within the Lot**

6.1 An Owner of a Lot must not:

- (a) carry out exercises in the Lot which result in rapid foot impact on the floor (eg aerobics or running on the spot) if this causes noise or vibrations in adjoining Lots, or
- (b) unnecessarily create noise or vibration by knocking or banging against walls separating the Lot from another Lot.



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V. MAKING APPLICATIONS UNDER THE CODE

1. The Application Process

- 1.1 The Executive Committee may, either generally or in specific cases, specify the plans, drawings and other documents which an applicant must submit with the application under the Architectural Standards.

2. Information to be included in the Application

- 2.1 An application made under the Architectural Standards must:
- (a) be in writing,
 - (b) include the plans, drawings and other documents specified by the Executive Committee for the type of work for which approval is being sought, and
 - (c) include enough information to give the Executive Committee enough information to make a decision about the application.
- 2.2 The Executive Committee may:
- (a) require an applicant to submit additional plans, diagrams or other information to assist in the decision making process, or
 - (b) waive any requirements required under the Architectural Standards and Landscape Standards about the plans, diagrams and other information which must be submitted with an application.

3. Lodging an application

- 3.1 An application must be addressed to the Managing Agent.



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4. Discretion of the Executive Committee

- 4.1 The Executive Committee may act in its absolute discretion when it makes decisions about applications. The Executive Committee is not bound by its previous decisions.

5. Appointing consultants

- 5.1 The Executive Committee may appoint consultants to review and make recommendations about applications to it under the Architectural Standards and Landscape Standards (for example, appointing an architect or engineer to make recommendations for applications affecting the external appearance of a Lot).
- 5.2 The Executive Committee may require an applicant to pay the reasonable costs of consultants appointed under this clause.

6. Time frame for making a decision

- 6.1 Subject to this clause, the Executive Committee must review and make a decision about an application within one month after receiving the application. This period may be extended by agreement with the applicant.
- 6.2 If the Executive Committee has appointed a consultant to review and make recommendations about an application, the Executive Committee must make a decision about the application within one month after the consultant's report has been received by the Executive Committee. This period may be extended by agreement with the applicant.

7. Notifying the applicant of a decision

- 7.1 As soon as practicable after a decision has been made, the Executive Committee must advise the applicant of the decision in writing. The notification from the Executive Committee must:

- (a) state any conditions which attach to the approval, and



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(b) if the application is not approved, state the reasons for the decision.

8. Approval process

8.1 Standing Approvals by the Executive Committee

The Executive Committee has the power to make Standing Approvals to approve certain works or actions under the Architectural Standards and Landscape Standards.

8.2 Conditional approvals

The Executive Committee may impose conditions in respect of any approval.

The conditions may include, without limitation:

- (a) a reasonable time frame in which the works must be completed,
- (b) the hours and days during which the works must be carried out, and
- (c) the methods of accessing Castel Residences to carry out the works.

8.3 Revoking approval

The Executive Committee may revoke its approval if an applicant does not comply with the conditions for the approval.

*TERMS OF INSTRUMENT NOT
CHECKED IN LAND AND
PROPERTY INFORMATION.*

REGISTERED



MC 24.7.2007



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COMMUNITY PLAN
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PLAN ILLUSTRATING ACCESSWAY WITHIN CASTEL RESIDENCES AT 155-165 EXCELSIOR AVE, CASTLE HILL

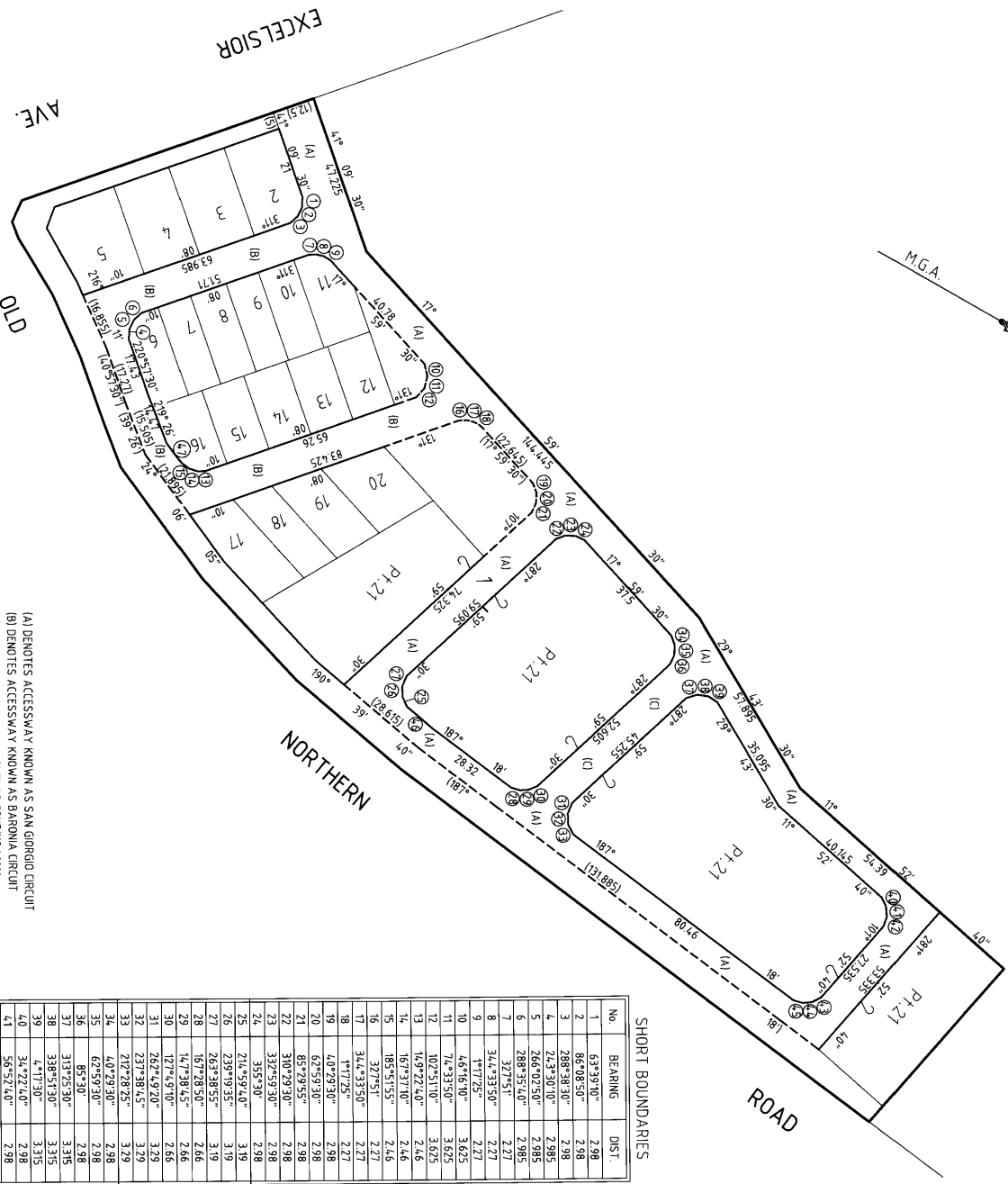
I, PHILIP A. SCOTT, SURVEYOR OF BOWDEN'S GROUP, D.X.8216, PARAMATTA CERTIFY THAT THIS IS A PLAN OF THE SEWER WORKS / ACCESS WAYS PROVIDED FOR THE DEVELOPMENT SHOWN IN COMMUNITY / FERRIS / NEIGHBOURHOOD PLAN No. D.P.270516

SIGNED: *Philip A. Scott*
PHILIP A. SCOTT

SCOTT, 06-06-2007

COMMUNITY LAND DEVELOPMENT ACT, 1989.

NOTE REGARDING ACCESSWAYS
THIS PLAN ILLUSTRATES OPEN ACCESSWAYS WHICH ARE COMMUNITY PROPERTY AND ARE NOT PUBLIC ROADS WITHIN THE MEANING OF THE ROADS ACT, 1993.



SHORT BOUNDARIES

| No. | BEARING | DIST. |
|-----|------------|-------|
| 1 | S37°23'10" | 2.98 |
| 2 | S64°08'50" | 2.98 |
| 3 | S28°38'30" | 2.98 |
| 4 | S23°30'10" | 2.98 |
| 5 | S68°02'30" | 2.98 |
| 6 | S88°35'40" | 2.98 |
| 7 | S47°51' | 2.27 |
| 8 | S44°33'30" | 2.27 |
| 9 | T17°25' | 2.27 |
| 10 | S45°16'10" | 3.625 |
| 11 | S7°33'50" | 3.625 |
| 12 | S02°51'10" | 3.625 |
| 13 | S49°22'40" | 2.46 |
| 14 | S67°37'10" | 2.46 |
| 15 | S85°54'15" | 2.46 |
| 16 | S27°51' | 2.27 |
| 17 | S44°33'50" | 2.27 |
| 18 | T17°25' | 2.27 |
| 19 | S45°16'10" | 2.98 |
| 20 | S7°33'50" | 2.98 |
| 21 | S02°51'10" | 2.98 |
| 22 | S49°22'40" | 2.98 |
| 23 | S67°37'10" | 2.98 |
| 24 | S85°54'15" | 2.98 |
| 25 | S27°51' | 2.27 |
| 26 | S44°33'50" | 3.19 |
| 27 | S23°38'55" | 3.19 |
| 28 | S67°38'55" | 2.66 |
| 29 | S47°38'45" | 2.66 |
| 30 | S27°49'10" | 2.66 |
| 31 | S67°49'20" | 3.29 |
| 32 | S27°48'45" | 3.29 |
| 33 | S27°48'25" | 2.98 |
| 34 | S45°59'30" | 2.98 |
| 35 | S67°59'30" | 2.98 |
| 36 | S82°30" | 2.98 |
| 37 | S13°25'30" | 3.315 |
| 38 | S38°45'30" | 3.315 |
| 39 | S47°13'0" | 2.98 |
| 40 | S45°52'40" | 2.98 |
| 41 | S45°52'40" | 2.98 |
| 42 | S7°31'10" | 2.98 |
| 43 | S23°16'0" | 2.845 |
| 44 | S44°35'20" | 2.845 |
| 45 | S85°56'15" | 2.845 |
| 46 | S90°39'40" | 10.1 |
| 47 | S04°06'05" | 7.68 |

ACCESSWAY

SEALED WITH ASPHALTIC CEMENT TO COUNCIL REQUIREMENTS AND KERB AND GUTTERED TO COUNCIL REQUIREMENTS. CARRIAGEWAY 4.5, 5.5 AND 6 WIDE AND VARIABLE WIDTH ACCESS RESTRICTED FROM EXCELSIOR AVENUE.

- (A) DENOTES ACCESSWAY KNOWN AS SAN GIORGIO CIRCUIT
- (B) DENOTES ACCESSWAY KNOWN AS BARONIA CIRCUIT
- (C) DENOTES ACCESSWAY KNOWN AS CONDINO WAY

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D.P. 270516

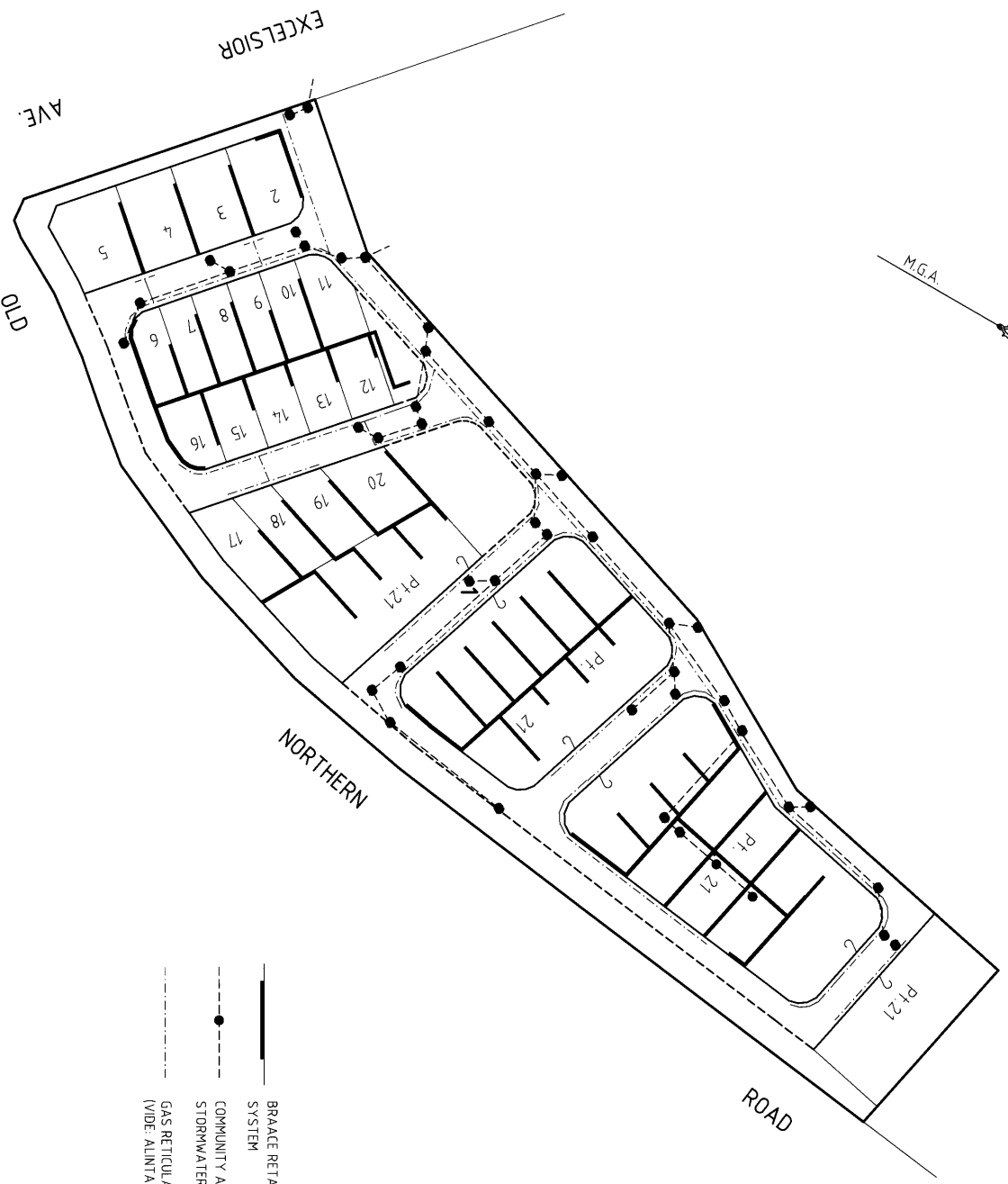
SHEET 65 OF 65 SHEETS

PLAN ILLUSTRATING SERVICES
WORKS AS EXECUTED WITHIN
CASTLE RESIDENCES, 155-165
EXCELSIOR AVE, CASTLE HILL

I, PHILIP A. SCOTT, SURVEYOR
OF BOWDENS GROUP, D.X. 8216, PARAMATTA
CERTIFY THAT THIS IS A PLAN OF THE SERVICE WORKS /
ACCESS-WAYS PROVIDED FOR THE DEVELOPMENT
SHOWN IN COMMUNITY / PRESENT- /
MEMORANDUM PLAN No. D.P. 270516

SIGNED: *Philip A. Scott*
SC. 10359, 06.06.2007

REGISTERED  *Plc* 24-7-2007



- BRAKE RETAINING WALL SYSTEM
- - - COMMUNITY ASSOCIATION STORMWATER LINES AND PITS
- - - GAS RETICULATION NETWORK (WIDE ALINTA DRAWING No. 088138)