

**NEIGHBOURHOOD MANAGEMENT STATEMENT**  
**FOR**  
**MORRISON DEVELOPMENT**  
**BROKEN HEAD**

**Wall and Company**  
Lawyers  
2/104 Dalley Street  
Mullumbimby NSW 2482  
PO Box 646  
MULLUMBIMBY

## TABLE OF CONTENTS

1.	AIMS AND OBJECTIONS.....	4
2.	RESTRICTED NEIGHBOURHOOD PROPERTY.....	4
	MANDATORY MATTERS.....	5
3.	NEIGHBOURHOOD PROPERTY AND SPECIAL FACILITIES.....	5
4.	LEASING AND LICENSING ARRANGEMENT FOR NEIGHBOURHOOD PROPERTY.....	5
5.	ASSOCIATION PROPERTY.....	5
6.	CONSTRUCTION ON ASSOCIATION PROPERTY.....	6
7.	NO INAPPROPRIATE USE.....	6
8.	ENVIRONMENTAL HABITAT AREAS.....	6
9.	PRIVATE ACCESS WAYS.....	6
10.	INTERNAL FENCING.....	7
11.	INSURANCE.....	7
12.	EXECUTIVE COMMITTEE PROCEEDINGS.....	8
13.	SERVICES AND STATUTORY EASEMENTS.....	11
14.	RUBBISH AND WASTE MATERIAL.....	12
15.	FIXING OF SIGNS.....	12
16.	BUSHFIRE MANAGEMENT PLAN.....	12
17.	VEGETATION MANAGEMENT PLAN.....	12
18.	NOXIOUS WEEDS.....	12
19.	NEIGHBOURHOOD ASSOCIATION'S RIGHT TO ENTER INTO CONTRACT.....	13
20.	PROPRIETOR AND OCCUPIER RESPONSIBLE FOR OTHERS.....	13
21.	NEIGHBOURHOOD ASSOCIATION'S RIGHT TO REMEDY.....	13
22.	NEIGHBOURHOOD ASSOCIATION'S RIGHT TO RECOVER MONEY..	13

23.	REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES.....	13
24.	NEIGHBOURHOOD ASSOCIATION NOT LIABLE FOR DAMAGE.....	14
25.	INTEREST ON OVERDUE MONEY.....	14
	BY-LAWS REQUIRED BY PUBLIC AUTHORITIES.....	14
26.	NO OBSTRUCTION OF ACCESS.....	14
27.	STORMWATER MANAGEMENT.....	15
28.	CATS AND DOGS.....	15
29.	BUILDING ENVELOPES.....	15
30.	BIRD STRIKE MINIMISATION.....	15
31.	DEFINITIONS, INTERPREATIONS AND GENERAL.....	15
	WORKS AS EXECUTED PLAN (WATER & SEWERAGE.....	20
	WORKS AS EXECUTED PLAN (ELECTRICITY & TELECOMMUNICATION).....	21
	PRIVATE ACCESS WAY PLAN.....	22
32.	SIGNATURES, CONSENTS AND APPROVALS.....	23
33.	CERTIFICATE OF APPROVAL.....	23

18 June 2021

MORRISON DEVELOPMENT BROKEN HEAD  
NEIGHBOURHOOD MANAGEMENT STATEMENT

COMMUNITY LAND DEVELOPMENT ACT, 1989  
COMMUNITY LAND MANAGEMENT ACT, 1989  
NEIGHBOURHOOD MANAGEMENT STATEMENT  
NEIGHBOURHOOD ASSOCIATION D.P. NO. \_\_\_\_\_

**WARNING**

*THE TERMS OF THIS MANAGEMENT STATEMENT ARE BINDING UPON THE NEIGHBOURHOOD ASSOCIATION AND EACH PERSON WHO IS PROPRIETOR, LESSEE, OCCUPIER OR MORTGAGEE IN POSSESSION OF A NEIGHBOURHOOD LOT WITHIN THE NEIGHBOURHOOD SCHEME.*

**PART 1**

**BY-LAWS FIXING DETAILS OF DEVELOPMENT**

These by-laws relate to the control and preservation of the essence or theme of the neighbourhood scheme and as such may only be amended or removed by a unanimous resolution of the neighbourhood association (see section 17(2) Community Land Management Act 1989).

**1. AIMS AND OBJECTIVES**

1. The essential purpose of this Neighbourhood scheme is to initiate and maintain residential living within an enhanced ecological setting. For this purpose it is proposed to enhance and maintain natural ecosystems both on Neighbourhood Property and on lots in the Neighbourhood Plan.

**PART 2**

**RESTRICTED NEIGHBOURHOOD PROPERTY**

2. These by-laws may not be amended during the initial period and may only be amended after the expiry of the initial period by special resolution and with the written consent of each person entitled by the by-laws to use the restricted neighbourhood property (see section 54 Community Land Management Act 1989).

There is no Restricted Neighbourhood Property

## **PART 3**

### **MANDATORY MATTERS**

#### **3. NEIGHBOURHOOD PROPERTY AND SPECIAL FACILITIES**

3.1 The Neighbourhood Property comprises:

- (a) the Environmental Habitat Areas; and
- (b) the Private Access Ways

3.2 There are no special facilities on the Neighbourhood Property

#### **4. LEASING AND LICENSING ARRANGEMENTS FOR NEIGHBOURHOOD PROPERTY**

4.1 The Neighbourhood Association may enter into Leases or grant Licences to proprietors or occupiers of Neighbourhood Lots for the use of Neighbourhood Property and may:

- (a) Lease or Licence for exclusive or shared use of a defined area; or
- (b) Licence for additional use of an area which is the subject of an existing Lease;

4.2 When fixing a fee the Neighbourhood Association shall have regard to the land area, the quality of the land and the activity proposed to be undertaken.

4.3 Applications for the use of Neighbourhood Property must state the purpose of the proposed use, time period, location and area, environmental and social impact, and other details as requested;

#### **5. ASSOCIATION PROPERTY**

5.1 The proprietor, lessee or occupier of a Lot must not except with the approval of the Neighbourhood Association leave anything on or obstruct the use of Association Property.

5.2 The proprietor, lessee or occupier of a Lot must not damage Association Property including without limitation, any paved area, landscape feature, lawn, garden, tree, shrub, plant or flower which is part of or situated on Association Property.

5.3 The proprietor, lessee or occupier of a Lot must not, except with the approval of the Association or pursuant to By-Laws in force in the Neighbourhood Parcel, use for his or her own purposes any part of Association Property.

5.4 The proprietor, lessee or occupier of a Lot must give notice to the Association of any damage to or defect in Association Property immediately he becomes aware of it.

## **6. CONSTRUCTION ON ASSOCIATION PROPERTY**

- 6.1 The proprietor, lessee or occupier of a Lot must not, except with the approval of the Neighbourhood Association:
- (a) construct any building or other structure including, without limitation, any fence, screen, pergola or awning on Association Property.
  - (b) attach any item as a fixture or otherwise to Association Property;
  - (c) alter Association Property.
- 6.2 Any construction, attachment or alteration referred to under By-Law 6.1 whether or not done with the approval of the Association must, unless the Neighbourhood Association gives notice that it does not so require, be kept clean and tidy and in good repair by and at the expense of the proprietor for the time being of the Lot of which the proprietor or occupier who carried out the construction, attachment or alteration was proprietor or occupier.

## **7. NO INAPPROPRIATE USE**

7. The proprietor, lessee or occupier of a Lot must not use anything on the Neighbourhood Parcel for any purpose other than that for which it was constructed or provided.

## **8. ENVIRONMENTAL HABITAT AREAS**

- 8.1 Use of the Environmental Habitat area is restricted to that of passive recreation and environmental restoration undertaken in accordance with the Vegetation Management Plan.
- 8.2 The Neighbourhood Association is responsible for the control, management, operation and maintenance of the Environmental Habitat area.
- 8.3 The Environmental Habitat Area must be managed as an integral part of the wildlife corridor network and all native fauna using and inhabiting the Environmental Habitat area must be protected.
- 8.4 The Neighbourhood Association may place restrictions on access to such parts of the Environmental Habitat area which it deems to be environmentally sensitive due to the following factors:-
- (a) high erosion risk;
  - (b) habitat protection for endangered species; and
  - (c) protection of areas of natural regeneration and young plants until they are sufficiently established.

## **9. PRIVATE ACCESS WAYS**

- 9.1 Part of the Neighbourhood Property shown on the concept plan has been set apart as Private Access Ways. (See Access Way Plan - Sheet XX of YY Sheets)

- 9.2 The control, management and responsibility for maintenance and repair of the Private Access Ways shall vest in the Executive Committee.
- 9.3 The Private Access Ways are available for use by:
- (a) the proprietors, lessees and occupiers of lots;
  - (b) the invitees of the Executive Committee.
  - (c) the servants and agents of service providers.
- 9.4 A proprietor, lessee or occupier of a Lot must not drive or permit to be driven any motor vehicle on the Private Access Way:
- (a) at a speed in excess of 30 kilometres per hour or such other speed that may be fixed by the Executive Committee;
  - (b) which is not registered for use on a public road in accordance with the laws of an Australian State or Territory;
  - (c) if such person is not licensed to drive the vehicle on a public road in accordance with the laws of an Australian State or Territory; or
  - (d) which is excessively noisy or emits an excessive level of exhaust fumes.
- 9.5 A proprietor, lessee or occupier of a Lot shall not park or stand or permit to be parked or stood any vehicle, caravan, trailer or boat upon a Private Access Way:
- (a) for a period longer than 48 hours except with the written approval of the Executive Committee; or
  - (b) in any manner that interferes with the use of the Private Access Way.

## **10. INTERNAL FENCING**

10. The Dividing Fences Act 1991 applies as between the following parts of the Neighbourhood Parcel and the respective owners of those parts:
- (a) Neighbourhood Property and a Neighbourhood Lot;
  - (b) a Neighbourhood Lot and another Neighbourhood Lot;

## **11. INSURANCE**

- 11.1 The association must forthwith effect insurance with an insurer approved by the Minister responsible for the administration of the Management Act in respect of any building or structure on Neighbourhood Property against damage or destruction by fire, lightning, explosion or any other risk prescribed by the *Community Land Management Regulation 2007* for an amount not less than the amount determined by the said regulations or in the event that no provision is made in the regulations for the value the value of the building or structure indicated by the last valuation obtained for the building or structure in accordance with Division 3 of the said Act.
- 11.2 The association must forthwith effect insurance with an insurer approved by the Minister responsible for the administration of Management Act:
- (a) in respect of any event against which it is required by law to insure, including any insurance required to be effected under the *Workers*

*Compensation Act 1987 and the Workplace Injury Management and Workers Compensation Act 1998, and*

- (b) in respect of damage to property and in respect of death and bodily injury (including damage, death and bodily injury occurring on an open access way or a private access way) for which the association could become liable in damages, and
  - (c) against damages for which the association could become liable because of work done by a voluntary worker, and
  - (d) against accidental injury to, or accidental death of, a voluntary worker, and
  - (e) against the possibility of the members of the association becoming jointly liable under a claim arising out of any other event against which the association decides by special resolution to insure, and
  - (f) of any other prescribed class.
- 11.3 The Neighbourhood Association must renew the insurance policies annually and it shall review all insurance policies due to be renewed by the Association annually and consider the need for any additional insurance cover. Details of the current insurance must be made available for inspection by proprietors, lessees and occupiers of Lots and mortgagee in possession of Lots.
- 11.4 The Neighbourhood Association shall immediately effect new insurance or vary or extend existing insurance if there is an increase in risk or a new risk to Neighbourhood Property.
- 11.5 A proprietor, lessee or occupier of a Lot must not without the prior written consent of the Neighbourhood Association, do anything that may invalidate or suspend any insurance cover taken out by the Neighbourhood Association or increase the premium for any insurance policy benefiting the Neighbourhood Association.
- 11.6 No proprietor, lessee or occupier of a lot shall start fires when not permitted, nor start a fire without adequate means of extinguishing it, nor leave any fires unattended which may cause damage to manmade structures, flora or fauna. In the event that a proprietor, lessee or occupier of a lot does so and any damage occasioned thereby is not covered by an insurance policy affected by the Neighbourhood Association or otherwise, the person concerned shall be responsible for the damage and loss concerned to the proprietors, lessees and occupiers of other neighbourhood lots and the owners of adjoining properties.

## **12. EXECUTIVE COMMITTEE PROCEEDINGS**

### **Constitution**

- 12.1 The Executive Committee of the Neighbourhood Association must be established in accordance with division 2 of part 2 of the Management Act.



### **Management Responsibilities**

- 12.2 The Executive Committee is responsible for the proper management, control and administration of the Environmental Habitat areas and the Private Access Ways.
- 12.3 The Executive Committee shall be responsible for the implementation and management of Bush Fire Management referred to in By-Law 16 and the Vegetation Management Plan referred to in By-Law 17.

### **Intentionally deleted**

- 12.4 .

### **Meetings**

- 12.5 The Executive Committee may, subject to By-Laws 12.6, 12.9 and 12.10, meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

### **Notice of Meetings**

- 12.6 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, provide members by e-mail or personal service with:
- (a) the notice of intention to hold the meeting; and
  - (b) the proposed agenda for the meeting.

### **Meeting Agenda**

- 12.7 The agenda for a meeting must include details of all business to be dealt with at that meeting.
- 12.8 No business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.

### **Place of Meetings**

- 12.9 Meetings must be held within a radius of 1 km from the Neighbourhood Parcel or in accordance with Part 7 of the Community Land Management Regulation 2018.

### **Meeting at Request of Members**

- 12.10 The Secretary or in his or her 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.

### **Decision Making**

- 12.11 Decisions arising at a meeting of the Executive Committee are to be made by a majority of votes of members present and voting at the meeting at which a quorum is present.
- 12.12 If there is an inequality of votes, the Chairperson shall, in addition to his or her deliberative vote, have a casting vote.
- 12.13 A quorum at a meeting of the Executive Committee is two members.
- 12.14 Extensive consultation with all relevant parties shall take place before decisions are made by the Executive Committee.

### **Out of Meeting Determinations**

- 12.15 Where:
- (a) By-Law 12.10 has been complied with in relation to a meeting;
  - (b) each member of the Executive Committee has been personally served or served by e-mail with a copy of a motion for a proposed resolution to be submitted at the meeting; and
  - (c) the resolution has been approved in writing by a majority of members of the Executive Committee then the resolution will, subject to section 38(3) of the Management Act, be as valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held.

### **Right of Proprietor to attend Meetings**

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

### **Minutes of Meetings**

- 12.17
- (a) Minutes of meetings must be kept properly and held with the minutes of the General Meetings of the Neighbourhood Association;
  - (b) Records of all proceedings of the Executive Committee shall be retained and made available for inspection by proprietors and occupiers of allotments and mortgagees in possession of Lots.

### **Display of Minutes**

- 12.17 The Executive Committee must, within 7 days after holding a meeting, provide a copy of the minutes of that meeting to the members.
- 12.18 Intentionally deleted
- 12.19 If specific decisions are taken in regards to the owner, lessee or occupier of a Lot, they shall be notified directly in writing of those decisions.

## **Functions of the Secretary**

12.20 The Functions of the Secretary include:

- (a) preparing and distributing minutes of meetings of the Neighbourhood Association and the Executive Committee;
- (b) giving, on behalf of the Neighbourhood Association and the Executive Committee, notices required to be given under the Management Act;
- (c) maintaining the Neighbourhood Association roll;
- (d) supplying certificates in accordance with clause 2 of schedule 4 to the Management Act;
- (e) answering communications addressed to the Neighbourhood Association or the Executive Committee;
- (f) convening meetings of the Executive Committee and the Neighbourhood Association (other than the First Annual General Meeting);
- (g) performing administrative or secretarial functions on behalf of the Neighbourhood Association; and
- (h) performing administrative or secretarial functions on behalf of the Executive Committee; and
- (i) keeping records under part 3 of schedule 1 to the Management Act.

## **Functions of the Treasurer**

12.21 The Functions of the Treasurer include:-

- (a) the Functions set out in section 36 (1) and (2) of the Management Act;
- (b) notifying proprietors of Lots of any contribution levied under the Management Act;
- (c) receiving, acknowledging, banking and accounting for any money paid to the Neighbourhood Association;
- (d) preparing any certificate applied for under paragraphs (b), (c), (d), (e) and (f) of clause 2 of schedule 4 to the Management Act;
- (e) keeping prescribed accounting records under clause 10 of schedule 1 to the Management Act;
- (f) preparing financial statements under clause 11 of schedule 1 to the Management Act; and
- (g) notifying proprietors of Lots of any contribution levied under the Management Statement and collecting such contribution.

## **Sub-Committees**

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

- (a) conduct investigations;
- (b) perform duties and functions on behalf of the Executive Committee; and
- (c) report the findings of the sub-committee to the Executive Committee.

### **No Remuneration**

12.23 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.

### **Protection of Executive Committee members from Liability**

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

### **Public Representation**

12.25 No person or body shall make public representations on behalf of the Neighbourhood Association other than the Executive Committee or any person or body given due authority to do so by the Executive Committee.

## **13. SERVICES AND STATUTORY EASEMENTS**

13.1 Statutory Services comprising Electricity and Telephone services will be available to all lots within the Neighbourhood Scheme.

13.2 Private Services comprising Service Lines for the provision of electricity, water and sewerage lines connecting the Neighbourhood Lots to the central transformer and connection points will be available to all lots within the Neighbourhood Scheme.

13.3 The Prescribed Diagram shows the Service Lines within the Neighbourhood Parcel.

13.4 The Statutory Services will be maintained by the Service Providers.

13.5 Private Services will be maintained by the Neighbourhood Association.

13.6 The proprietor, lessee or occupier of a Lot shall not carry out any Works that interfere with a Statutory Service or Service Line or otherwise prevent access to or overload or damage any Service Line.

13.7 Statutory Easements are to be created pursuant to section 36(1) of the Community Land Development Act 1989 for the benefit of all Lots within the Neighbourhood Scheme and the location of service lines is indicated on the Plan of Service Works as executed. (see Works as Executed Plan - Sheets XX & YY of ZZ Sheets.)

## **14. RUBBISH AND WASTE MATERIAL**

14.1 The proprietor or occupier of a Lot must keep any garbage bin on the Lot secure, hidden from view from the outside the Lot and so that it does not emit odours.

- 14.2 The proprietor or occupier of a Lot must store used bottles, boxes and containers, waste paper and other similar items so that they are hidden from view outside the Lot.

## **PART 4**

### **OPTIONAL MATTERS**

#### **15. FIXING OF SIGNS**

The proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association, fix or place any sign, placard, banner, notice or advertisement:

- (a) on the outside of any building on a Lot or any building containing a Lot;
- (b) on any structure erected on a Lot;
- (c) on or adjacent to the surface of any window of any building on a Lot or any building containing a Lot; or
- (d) on any Open Space area of a Lot.

#### **16. BUSHFIRE MANAGEMENT**

16.1 For the purposes of By-law 12.3 the Executive Committee shall be responsible for the implementation and management of the Bushfire Management Plan and for that purpose it shall:

- (a) Undertake co-operative fire management within the site and in relation to adjoining land;
- (b) Take steps to develop community awareness and education of Bush Fire Management;
- (c) Develop a programme by which a capacity is created for the management of small fire incidents and undertake prescribed measures prior to the arrival of the local fire brigade with larger fires;
- (d) Foster cooperation with the local bush fire brigade; and
- (e) Ensure that ground fuel loads are managed and the on-site preventative infrastructure is regularly maintained in accordance with the bush fire management plan.

16.2 Notwithstanding the obligation of the Neighbourhood Association to maintain the APZs pursuant to by-law 16.2 the proprietors, lessees and occupiers of the Neighbourhood Lots shall have the primary responsibility to ensure that the APZs specified in any relevant consents from Byron Shire Council on Neighbourhood Property adjacent to their Lot shall be maintained around each building.

## **17. VEGETATION MANAGEMENT PLAN**

For the purposes of by-law 12.3 the Executive Committee shall be responsible for the implementation and management of the Vegetation Management Plan.

## **18. NOXIOUS WEEDS**

- 18.1 The proprietor or occupier of a Lot shall keep that Lot free from noxious weeds.
- 18.2 The Executive Committee shall keep the Neighbourhood Property free of Noxious Weeds.

## **19. NEIGHBOURHOOD ASSOCIATION'S RIGHT TO ENTER INTO CONTRACTS**

The Neighbourhood Association may, on its own behalf contract with persons to:

- (a) provide management, operational, maintenance and other services in connection with Neighbourhood Property;
- (b) provide services or amenities to the proprietors or occupiers of Lots;
- (c) provide a Letting Service to proprietors of Lots; and
- (d) provide any other services or amenities for use on Association Property or for the proprietors, lessees and occupiers of the Lots.

## **20. PROPRIETOR AND OCCUPIER RESPONSIBLE FOR OTHERS**

- 20.1 A proprietor, lessee or occupier of a Lot must take all reasonable steps to ensure that an Authorised Person complies with the By-Laws.
- 20.2 If an Authorised Person does not comply with the By-Laws then the proprietor or occupier must withdraw the consent of the person to be on the Neighbourhood Parcel and request that person to leave the Neighbourhood Parcel.
- 20.3 If the By-Laws prohibit a proprietor, lessee or occupier of a Lot from doing a thing, the proprietor or occupier must not allow or cause another person to do that thing.

## **21. NEIGHBOURHOOD ASSOCIATION'S RIGHT TO REMEDY**

- 21.1 The Neighbourhood Association may do anything on a Lot which should have been done by the proprietor or occupier of a Lot under the By-Laws but which has not been done or not been done properly.
- 21.2 If the Neighbourhood Association exercises its right under By-Law 21.1, then for as long as it is necessary and at the cost of the proprietor or occupier of the Lot, the Neighbourhood Association and persons authorised by it may enter the Lot and remain there.

21.3 The Neighbourhood Association may enter and remain on a Lot under By-Law 21.2 only after the date specified in a notice given to the proprietor or occupier of the Lot by the Neighbourhood Association stating its intention to so enter.

## **22. NEIGHBOURHOOD ASSOCIATION'S RIGHT TO RECOVER MONEY**

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

## **23. REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES**

23.1 A proprietor, lessee or occupier of a Lot must pay or reimburse the Neighbourhood Association on demand for the costs, charges and expenses of the Neighbourhood Association in connection with the contemplated or actual enforcement, or preservation of any rights under the By-Laws in relation to the proprietor, lessee or occupier.

23.2 The costs, charges and expenses under By-Law 23.1 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.

## **24. NEIGHBOURHOOD ASSOCIATION NOT LIABLE FOR DAMAGE**

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

## **25. INTEREST ON OVERDUE MONEY**

25.1 A proprietor, lessee or occupier of a Lot must pay the Neighbourhood Association interest on any amount, other than a contribution levied by the Neighbourhood Association under the Management Act, that has become due for payment and remains unpaid from and including the date it becomes due for payment.

25.2 During the period that an amount under By-Law 25.1 remains unpaid, on demand or at times notified by the Neighbourhood Association, interest shall be calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Neighbourhood Association's bankers (as nominated by the Neighbourhood Association) on overdraft accommodation in excess of \$100,000.00.

25.3 Interest which is not paid when due for payment may be capitalised by the Neighbourhood Association at monthly intervals and is payable as capitalised interest at the rate and in the manner referred to in By-Law 25.2.

25.4 Nothing in this By-Law 25 prevents the Neighbourhood Association from recovering any amount exceeding the interest calculated under this By-Law as a consequence of any amount not being paid when due.

## 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. For further details see Sch.4, cl.4 of the Development Act.

#### 26. NO OBSTRUCTION OF ACCESS

No structures, improvements of any kind, trees, shrubs or plants (other than grass) can be placed on any part of the Neighbourhood Parcel over;

- (i) the site of any easement for the drainage of water without the consent of the Council of the Shire of Byron; or
- (ii) any Service Line without the consent of the relevant Service Provider.

#### 27. CATS AND DOGS

27.1 Subject to by-law 27.2 cats and dogs may not be kept or suffered to remain on any Lot or part of the Neighbourhood Parcel.

27.2 Notwithstanding any other provision hereof, a person with a disability within the meaning of the Disability Discrimination Act 1992 (C'wealth) shall be entitled to be accompanied by an Assistance Animal being used bona fide to assist the person.

## PART 6

### 28. DEFINITIONS, INTERPRETATION AND GENERAL

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

**“Annual General Meeting”** means an annual general meeting of the Neighbourhood Association other than the First Annual General Meeting.

**“Assistance Animal”** means an animal referred to in section 9 of the Disability Discrimination Act 1992 (C'wealth).

**“Association”** means the Neighbourhood Association.

**“Association Property”** means in relation to the Neighbourhood Scheme the Neighbourhood Property in the Scheme.

**“Authorised Person”** means a person on the Neighbourhood Parcel with the consent express or implied of a proprietor, lessee or occupier of a Lot, the Neighbourhood Association or a subsidiary body.



**“Board”** means the Neighbourhood Schemes Board constituted under the Management Act.

**“Building Modification”** means any modification, addition, alteration or exterior colour change made on or to an existing building or structure on:

- (a) a Neighbourhood Lot; or
- (b) Neighbourhood Property.

**“By-Law”** means a by-law included in the Neighbourhood Management Statement.

**“Council”** means the Council of the Shire of Byron.

**“Development Act”** means the Community Land Development Act 1989 and regulations made under it.

**“Development Activities”** means:

- (a) any form of demolition work, building work or work ancillary to or associated with building work on the Neighbourhood Parcel or Neighbourhood Parcels including, without limitation, the installation of Services;
- (b) any form of landscaping work or work ancillary to or associated with landscaping work on the Neighbourhood Parcel or a Neighbourhood Parcel;
- (c) the use of any part of the Neighbourhood Parcel or Neighbourhood Parcel in connection with the forms of work referred to in paragraphs (a), (b) and (c) of this definition.

**“Development Consent”** means Notice of Determination of Development Application 10.XXXX issued by Byron Shire Council on X<sup>th</sup> XXXXX 2021;

**“Development Contract”** means the instrument, plans and drawings which are registered with the Neighbourhood Plan.

**“Environmental Habitat Area”** means areas on the Neighbourhood Property which does not comprise a Private Access way and which is to be maintained as environmental habitat.

**“Executive Committee”** means the executive committee of the Neighbourhood Association as constituted or elected from time to time under the Management Act.

**“Function”** includes a power, authority and duty.

**“General Meeting”** means:

- (a) an annual general meeting; or
- (b) a special general meeting of the Neighbourhood Association.

**“Land”** means the land on which the community is situated;

**“Landscape Modification”** means any modification, addition or alteration made on or to an existing landscaped area on Neighbourhood Property.

**“Lot”** means a Neighbourhood Lot.

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

**“Management Statement”** means the statement registered with the Neighbourhood Plan as 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.

**“Neighbourhood Association”** means the corporation that;

- (a) is constituted by section 25 of the Development Act or the registration of the Neighbourhood Plan; and
- (b) is established as a neighbourhood association by section 7 of the Management Act.

**“Neighbourhood Lot”** means land that is a lot in a Neighbourhood Plan but is not Neighbourhood Property, a public reserve or a drainage reserve.

**“Neighbourhood Parcel”** means land the subject of a Neighbourhood Plan.

**“Neighbourhood Plan”** means a plan which is not a Strata Plan which subdivides a Neighbourhood Lot.

**“Neighbourhood Property”** means the lot shown in a Neighbourhood Plan as neighbourhood property (lot 1).

**“Neighbourhood Scheme”** means:

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

**“New Construction”** means building work that is intended to be carried out on;

- (a) a Neighbourhood Lot;
- (b) Neighbourhood Property.

**“Noxious Weeds”** means a Weed specified in schedule 3 of the Biosecurity Regulation 2017 or a plant that is the subject of a control order under part 6 of the Biosecurity Act 2015 or a plant specified as a pest by the Biosecurity Act 2015 (C’wealth).

**“Open Access Way”** means an open access way set apart under section 43 of the Development Act.

**“Plant”** means any living thing that either carries out photosynthesis or is a fungus.

**“Prescribed Diagram”** means the diagram relating to the Service Lines with the Neighbourhood Plan and prescribed in section 36 of the Development Act.

**“Private Access Way”** means a private access way set apart under section 46 of the Development Act.

**“Private Service”** means a service running through or servicing Lots on Association Property.

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

**“Rules”** means the rules made under the by-laws of this management statement.

**“Secretary”** means the secretary of the Neighbourhood Association.

**“Service”** means a Statutory Service or a Private Service.

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

**“Service Provider”** means, without limitation, Essential Energy, Telstra Australia, Rous County Council, Byron Shire Council 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, Association Property or Neighbourhood Property provided by a Service Provider.

**“Treasurer”** means the treasurer of the Neighbourhood Association.

**“Vegetation Management Plan”** means the report from Bushland Restoration Services dated March 2021 and referred to in the by-laws 12.3 and 17.

28.2 In the By-Laws unless the contrary intention appears;

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) 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;
- (c) the singular includes the plural and vice versa;
- (d) the word “person” includes a firm, a body corporate, an association or an authority;

- (e) 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; and
- (f) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later.

- 28.3 Headings are inserted for convenience and do not affect the interpretation of this Management Statement.
- 28.4 If the whole or any part of a provision of the By-Laws is void, unenforceable or illegal, it is severed. The remainder of the By-Laws have full force and effect. This By-Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.
- 28.5 The Neighbourhood 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 by the Neighbourhood Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Neighbourhood Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.
- 28.6 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.
- 28.7 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 or 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.





---

**29. SIGNATURES, CONSENTS AND APPROVALS**

DATED.....day of .....2021

Signature of developer.....

Signature of Witness.....

Name, address and occupation of witness.....

**30. CERTIFICATE OF APPROVAL**

It is certified:

- (a) that the consent authority has approved of the development described in Development Application No.XX.XXXX.XXX.X; and
- (b) that the terms and conditions of this management statement are not inconsistent with the development as approved.

Date :.....

Signature on behalf of consent authority .....

**Explanatory Note:**

This is the form of a neighbourhood management statement referred to in regulation 40(3). A neighbourhood management statement is required to be lodged with a neighbourhood plan (see s.13 or 18). Further particulars relating to a neighbourhood management statement are contained in schedule 4 of the Act.

Attention is drawn to the binding effect of a management statement, details of which are contained in s.13 of the Community Land Management Act 1989. For provisions dealing with amendment of a management statement see ss.14 and 17 of the Community Land Management Act 1989.