

**375 Coorabell, Road Coorabell  
NEIGHBOURHOOD MANAGEMENT STATEMENT**

COMMUNITY LAND DEVELOPMENT ACT, 1989  
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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**

The essential purpose of this Neighbourhood scheme is to initiate and maintain a sustainable, socially coherent and economically viable community in which there will be an optimal utilisation of natural systems.

## **PART 2**

### **RESTRICTED NEIGHBOURHOOD PROPERTY**

These by-laws may not be amended during the initial period and may only be amended after the expiry of the initial period by special resolution and with the written consent of each person entitled by the by-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**

#### **2. PRIVATE ACCESS WAYS**

- 2.1 Part of the Neighbourhood Property shown on the concept plan has been set apart as Private Access Ways. (See Access Way Plan Sheet)
- 2.2 The control, management and responsibility for maintenance and repair of the Private Access Ways shall vest in the Executive Committee.
- 2.3 The Private Access Ways are available for use by:
  - (a) the proprietors, lessees and occupiers of Lots and their invitees;
  - (b) the invitees of the Executive Committee;
  - (c) the servants and agents of Service Providers.
- 2.4 The following terms and conditions apply to the use of such land;
  - (a) plantings must not interfere with the carriageway, adjoining lots or Services;
  - (b) activities in such areas shall contribute to the safe run-off management and drainage along drainage easements;
  - (c) planting must comply with the provisions of the Bushfire Management Plan;
  - (d) the verges of private access ways that are contiguous with the boundaries of Neighbourhood allotments shall be maintained by the proprietors of such Lots.
- 2.5 A proprietor lessee or occupier of a Lot must not drive any motor vehicle on the Private Access Way:

- (a) at a speed in excess of 40 kilometres per hour;
  - (b) if such person is not licensed to drive the vehicle on a public road in accordance with the laws of any Australian State or Territory; or
  - (c) which is excessively noisy or emits an excessive level of exhaust fumes.
- 2.6 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.
- 2.7 The Executive Committee shall ensure that that Private Access Ways shall be managed in accordance with the requirements of the NSW Rural Fire Service.

## **PERMITTED USES OF AND SPECIAL FACILITIES ON THE NEIGHBOURHOOD PROPERTY**

### **3. NEIGHBOURHOOD PROPERTY**

- 3.1 The Neighbourhood Property includes the Private Access-Ways:
- 3.2 There are no special facilities on the Neighbourhood Property.

### **4. ASSOCIATION PROPERTY**

- 4.1 The proprietor, lessee or occupier of a Lot must not except with the approval of the Executive Committee leave anything on or obstruct the use of Association Property.
- 4.2 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.
- 4.3 The proprietor, lessee or occupier of a Lot must not, except with the approval of the Executive Committee or pursuant to By-Laws in force in the Neighbourhood Parcel, use for his or her own purposes any part of Association Property
- 4.4 The proprietor, lessee or occupier of a Lot must give notice to the Association of any damage to or defect in Association Property immediately such person becomes aware of it.

### **5. CONSTRUCTION ON ASSOCIATION PROPERTY**

- 5.1 The proprietor, lessee or occupier of a Lot must not, except with the approval of

the Executive Committee:

- (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.

- 5.2 The proprietor of a lot may without the approval of the Neighbourhood Association construct a roadway within a private access way providing access to such allotment provided that the said construction is in accordance with plans and specifications approved by Byron Shire Council.
- 5.3 Any construction, attachment or alteration referred to under By-Law 8.1 must, 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, lessee or occupier who carried out the construction, attachment or alteration was proprietor, lessee or occupier.

## **6. NO INAPPROPRIATE USE OR OBSTRUCTION**

- 6.1 The proprietor, lessee or occupier of a Lot must not use any thing on the Neighbourhood Parcel for any purpose other than that for which it was constructed or provided.
- 6.2 The proprietor, lessee or occupier of a Lot must not obstruct lawful use of the Neighbourhood Property by any person.

## **10. INTERNAL FENCING**

- 7.1 Subject to these by-laws, the Dividing Fences Act 1991 applies as between the following parts of the Neighbourhood Parcel and the respective owners of those parts:
- (a) Neighbourhood Lot and another Neighbourhood Lot.
- 7.2 The proprietors of Neighbourhood Lots shall be liable for the cost of construction of boundary fencing between such allotment and Neighbourhood property to a standard specified by the Executive Committee.
- 7.3 The proprietors of Neighbourhood Lots bounded by a boundary fence shall ensure that an area of not less than two metres adjacent to such fence is clear of vegetation and that combustible materials shall be regularly removed from such area.

## **8. GARBAGE**

- 8.1 The proprietor, lessee or occupier of a Lot must keep any garbage bin on the Lot secure, hidden from view from the outside of the Lot and that it does not emit odours.
- 8.2 The proprietor, lessee 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.
- 8.3 The proprietor, lessee or occupier of a Lot shall ensure that all garbage and refuse is separated from recyclable material and organic waste and that all such materials are regularly removed from the Neighbourhood Parcel.

## **9. SERVICES**

- 9.1 Statutory Services comprising electricity services and telephone services provided by Essential Energy and Telstra respectively will be available to all lots within the Neighbourhood Scheme.
- 9.2 The Prescribed Diagram shows the Service Lines within the Neighbourhood Parcel.
- 9.3 The Statutory Services will be maintained by the Service Providers.
- 9.4 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.

## **10. STATUTORY EASEMENTS**

- 10. Statutory Easements are to be created pursuant to 36(1) of the *Community Land Development Act* 1989, for the benefit of all lots within the Neighbourhood scheme and the location of the service lines is indicated on the plan of service works as executed.

## **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 affect 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 effected 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 of Areas**

12.2 The Executive Committee is responsible for the proper management, control and administration of the Agricultural areas, the Habitat areas and the Private Access ways.

12.3 The Executive Committee shall be responsible for the implementation and management of the Bush Fire Management Plan referred to in By-Law 23.1, and the Vegetation Management Plan referred to in By-Law 24.

12.4 The Executive Committee shall at its first meeting adopt the Vegetation Management Plan subject to the provisions of this management statement and the conditions of Development Consent it shall at least on one occasion every year review the Vegetation Management Plan and adopt such modifications thereto as it deems appropriate.

### **Notice Board**

12.5 The Executive Committee may fix a notice board to some prominent part of the Neighbourhood Property.

### **Meetings**

12.6 The Executive Committee may, subject to By-Laws 15.10 and 15.11, meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

### **Notice of Meetings**

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

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

### **Meeting Agenda**

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

12.9 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**

12.10 Meetings must be held within a radius of 10 km from the Neighbourhood Parcel.

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

12.11 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**

- 12.12 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.
- 12.13 If there is an equality of votes, a further meeting of the Executive Committee shall be convened within twenty-four hours and the same question shall be deliberated with the Chairperson having, in addition to his or her deliberative vote, a casting vote.
- 12.14 A quorum at a meeting of the Executive Committee shall be at least half of the members.
- 15.15 Consultation with all affected parties shall take place before decisions are made by the Executive Committee.

### **Out of Meeting Determinations**

12.16 Where:

- (a) By-Law 15.7 has been complied with in relation to a meeting;
- (b) each member of the Executive Committee has been personally served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
- (c) the resolution has been approved in writing by a majority of members of the Executive Committee then the resolution will, subject to section 38(3) of the Management Act, be as valid as if it 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**

- 12.17 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**

- 12.18(a) Minutes of meetings and records of decisions of the Executive Committee 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.



## **Notification of Minutes**

12.19 If specific decisions are taken concerning the owner 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.

### **Remuneration**

12.23 Members of the Executive Committee are entitled to:

- (a) reimbursement of reasonable out of pocket expenses incurred by them in the performance of their duties; and
- (b) such other sums as the Neighbourhood Association in an Annual General Meeting may from time to time determine in recognition of services performed by the person of the Association in the period since the last Annual General Meeting.

### **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 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.

### **Work in lieu of Levy**

12.26 The Executive committee shall be entitled to waive all or part of any levy payable by any proprietor who has undertaken voluntary work, on Neighbourhood Property or for the Neighbourhood Association.

## **PART 4**

### **OPTIONAL MATTERS**

#### **13. FIXING OF SIGNS**

The proprietor, lessee or occupier of a Lot must not, except with the approval of the Executive Committee, 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 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.

Provided however that consent of the Executive Committee shall not be required in the case of “for sale” signs and signs showing the name and occupation of the owner, lessee or occupier of a lot provided that such signs shall be located within a Neighbourhood lot and shall not have an area greater than that of 2500cm<sup>2</sup>.

#### **14. WORKS**

##### **14.1 PERMISSION NEEDED**

14.1 No Works may be carried out by the owner, lessee or occupier of a Neighbourhood Lot unless:

- (a) approval (if required) has been granted by Council or any other Consent Authority; and
- (b) any conditions imposed upon such approval have been complied with.

14.2 No Lot shall be used for the purpose of short term holiday accommodation without approval from Byron Shire Council.

#### **15. DRAINAGE**

15.1 The Neighbourhood Association shall be responsible for the maintenance of all soakage run-off swales, defined overland flow paths and drains so as all surface water flowing onto Neighbourhood property and Neighbourhood Lots and all roof water from any buildings on such land shall flow into the existing natural drainage system.

15.2 The Neighbourhood Association shall be entitled to require the proprietors, lessees or occupiers of a Lot to take such steps as it considers necessary to maintain any soakage, run-off swales or defined flow paths and drains that are located upon any allotment.

## **16. SEWAGE MANAGEMENT**

16.1 The proprietor, lessee or occupier of a Lot must install with any dwelling on the Lot a waste management system on the Lot and the design of such sewage waste management system shall be in a form approved by Byron Shire Council.

16.2 The proprietor, lessee or occupier of a Lot must keep any waste management system on the Lot properly maintained and in good state of repair and kept, maintained and operated in accordance with the requirements and conditions that may be imposed by the Council from time to time.

16.3 The Neighbourhood Association, proprietor, lessee or occupier of a Lot must ensure that any sewage disposal system is modified should the demand on that system increase.

## **17. RULES**

17.1 Rules created pursuant to this by-law shall be binding on the proprietors, lessees and occupiers of Lots.

17.2 The proprietor, lessee or occupier of a Neighbourhood Lot must not create any noise on the Neighbourhood Parcel likely to interfere with the peaceful enjoyment of the owner or occupier of any other Neighbourhood Lot or any person lawfully using Neighbourhood Property.

17.3 The proprietor, lessee or occupier of a Neighbourhood Lot must take all reasonable steps to ensure that invitees of the owner, lessee or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner, lessee or occupier of another Neighbourhood Lot or any person lawfully using Neighbourhood Property.

## **18. NOXIOUS WEEDS AND ENVIRONMENTAL WEEDS**

18.1 The Neighbourhood Association shall actively and continually reduce infestations of Noxious Weeds and Environmental Weeds on Neighbourhood Property in accordance with the Vegetation Management Plan.

18.2 The proprietor, lessee or occupier of a Lot and the Neighbourhood Association in respect of Neighbourhood Property, shall actively and continually reduce infestations of Noxious Weeds and Environmental Weeds.

## **19. KEEPING OF ANIMALS**

- 19.1 The proprietor, lessee or occupier of a Lot must not keep any grazing animal on the Lot or on Neighbourhood Property without the prior approval of the Executive Committee.
- 19.2 Any animal kept by the proprietor, lessee or occupier of a Lot must be confined within the particular Lot unless it is restrained by the owner or carer of the animal.
- 19.3 One Cat may be kept or permitted to remain on any Lot.
- 19.4 A maximum of two desexed dogs are permitted on each Lot.
- 19.5 Bull Terriers, German Shepherds, Rottweilers and Dobermans and dogs of a similar size, breed and temperament shall not be kept or allowed to remain on any Lot or on Neighbourhood Property.
- 19.6 Owners of dogs that have a propensity to bark or crow and disturb the amenity of the proprietors, lessees or occupiers of other Lots shall take suitable steps to train the dog to stop or moderate its barking.
- 19.7 The proprietor, lessee or occupier of a Neighbourhood Lot keeping animals shall ensure that the welfare and health of such animal or animals is provided for and that there be adequate protection from escapement.
- 19.8 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.
- 19.9 Where a proprietor, lessee or occupier of a Lot or any person who is in the Neighbourhood Parcel with his or her consent (express or implied) brings or keeps an Animal on the Lot or any other part of the Neighbourhood Parcel the proprietor, lessee or occupier shall be:
- (a) liable to the proprietors, lessees and occupiers of other Lots and all persons lawfully on the Parcel for any damage to or loss of property or injury to any person or other animal caused by the Animal provided that no liability shall exist for noise disturbance by authorised animals and;
  - (b) responsible for cleaning up after the Animal has used any part of another Lot or other part of the Neighbourhood Parcel whether or not there has been authorisation from the Executive Committee for such animal to remain on any Lot or Neighbourhood Property.
- 19.10 The Executive Committee may withdraw any approval given under By-Law 22.1 by notice in writing to the proprietor, lessee or occupier of any Lot and giving not less than twenty-one days in which to remove the animal from the Lot or Neighbourhood Property.

## **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, lessee or occupier of a Lot 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, lessee 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 24.1, then for as long as it is necessary and at the cost of the proprietor, lessee 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, lessee or occupier of the Lot by the Neighbourhood Association stating its intention to so enter.

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

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

## **23. BUSHFIRE MANAGEMENT**

- 23.1 For the purposes of By-law 15.3 the Executive Committee shall be responsible for the implementation of the requirements of the NSW Rural Fire Service imposed pursuant to Section 100B of the Rural Fires Act 1997
- 23.2. The Executive Committee shall ensure that the owner or occupier of any Lot having the benefit of an asset protection zone be responsible for the implementation and management of an asset protection zone where an asset protection zone extends from one Neighbourhood Lot onto an adjacent Neighbourhood Lot or Neighbourhood Property and shall ensure that such area be maintained in accordance with section 4.1.3 and appendix 5 of "Planning for Bushfire Protection 2006" and the NSW Rural Fire Services document "Standards for Asset Protection Zones."
- 23.3 The proprietors of Neighbourhood Lots shall be responsible for the implementation of the Bushfire Management Plan to the extent that it applies to

such Neighbourhood Lots.

## **24. VEGETATION MANAGEMENT PLAN**

- 24.1 For the purposes of By-Law 15.3 the Executive Committee shall be responsible for the implementation and management of the Vegetation Management Action Plan provided that the proprietors of Neighbourhood Lots shall be responsible for the implementation of the Vegetation Management Plan to the extent that it applies to such Neighbourhood Lots.

## **25. PRIVATE SERVICES**

- 25.1 Private Services comprising Service Lines for the provision of electricity lines connecting Lots to the central transformer will be available to all lots within the Neighbourhood Scheme.
- 25.2 Private Services on lot 1 will be maintained by the Neighbourhood Association.
- 25.3 Private Services on Neighbourhood Lots shall be maintained by the proprietors of such lots.
- 25 The proprietor, lessee or occupier of a Lot shall not carry out any Works that interfere with a Service Line or otherwise prevent access to or overload or damage any Service Line.

## **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.

## **PART 6**

### **26. DEFINITIONS, INTERPRETATION AND GENERAL**

- 26.1 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 or occupier of a Lot, the Neighbourhood Association or a subsidiary body.

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

**“Bushfire Management Plan”** means the requirements of the Bushfire Safety Authority pursuant to section 100B of the Rural Fires Act 1997.

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

**“Community”** means the community of persons living or having the right to live on the land.

**“Concept Plan”** means the conceptual plan of amenities on Neighbourhood Property contained in Part 7.

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

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

**“Development Consent”** means Notice of Determination of Development Application No 10.2016.577.2 issued by Byron Shire Council on 1 December 2016.

**“Environmental Weeds”** means a plant species identified as an environmental weed in the Byron Biodiversity Strategy 2004 or any other plant species identified and declared as an environmental weed by Byron Shire Council.

**“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.

**“Natural Systems”** means the soil, water, air fauna and flora in relation to the land.

**“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 (lot1).

**“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.

**“Noxious Weeds”** means a Noxious Weed within the meaning of the Noxious Weeds Act, 1993.

**“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.

**“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, 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 Vegetation Management Action Plan prepared by Balanced Systems Planning Consultants dated June 2016 referred to in By-Law 27.

26.2 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 a period of time commencing at midnight and ending 24 hours later.

26.3 Headings are inserted for convenience and do not affect the interpretation of this Management Statement.

26.4 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.

26.5 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.

26.6 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.

26.7 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 subjects of that authority, institute, association, body or officer.

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## 27. SIGNATURES, CONSENTS AND APPROVALS

DATED.....day of .....2018

\*Signature/\*seal of developer

.....

Signature of Witness.....

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

## 28. CERTIFICATE OF APPROVAL

It is certified:

- (a) that the consent authority has approved of the development described in Development Application No .....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 .....

\* Strike out whichever is inapplicable

**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.