

NARARA ECOVILLAGE

COMMUNITY MANAGEMENT STATEMENT

THIS DOCUMENT CONTAINS OUR CMS RULES AND DEFINITIONS ONLY. TO SEE THE REGISTERED (STAMPED) CMS INCLUDING PLANS AND SURVEY DATA GO [HERE](#)

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COMMUNITY LAND DEVELOPMENT ACT, 1989
COMMUNITY LAND MANAGEMENT ACT, 1989
COMMUNITY MANAGEMENT STATEMENT
COMMUNITY ASSOCIATION D.P. NO.270882

WARNING

THE TERMS OF THIS MANAGEMENT STATEMENT ARE BINDING UPON THE COMMUNITY ASSOCIATION, EACH SUBSIDIARY BODY WITHIN THE COMMUNITY SCHEME AND EACH PERSON WHO IS PROPRIETOR, LESSEE, OCCUPIER OR MORTGAGEE IN POSSESSION OF A COMMUNITY DEVELOPMENT LOT, PRECINCT DEVELOPMENT LOT, COMMUNITY LOT OR STRATA LOT WITHIN THE COMMUNITY 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 Community scheme and as such may only be amended or removed by a unanimous resolution of the Community Association (see section 17(2) Community Land Management Act 1989).

1. AIMS AND OBJECTIVES

1.1 The essential purpose of this Community Scheme is to create and maintain a stylish, inter-generational, friendly demonstration ecovillage blending the principles of ecological and social sustainability, good health, business, caring and other options that may evolve for the wellbeing of members and society in general.

1.2 The Narara Ecovillage Community aspires:

- a) to foster a vision for an environmentally, socially and economically sustainable world, and to create a world-class sustainable community as a demonstration of this vision;
- b) to promote and foster care, respect and cooperation, which lie as fundamental principles at the heart of the Community. These include care and respect for the Earth, our place, each other and future generations; ensuring a fair share for all; and a willingness to balance individual needs with the greater good of the community;
- c) to develop, maintain and regularly review systems of governance where all voices can be heard, leadership and power are widely shared, and there is a commitment to obtaining agreement and resolving disagreement and conflict in a timely and sensitive manner.

1.3 It is intended that the Community Association operates in tandem, and maintains a close working relationship, with the Co-operative. This will include the integration of the existing decision-making processes adopted by the Co-operative to the extent that they are relevant to the Community Association including any Subsidiary Scheme, ensuring they are compliant with the act.

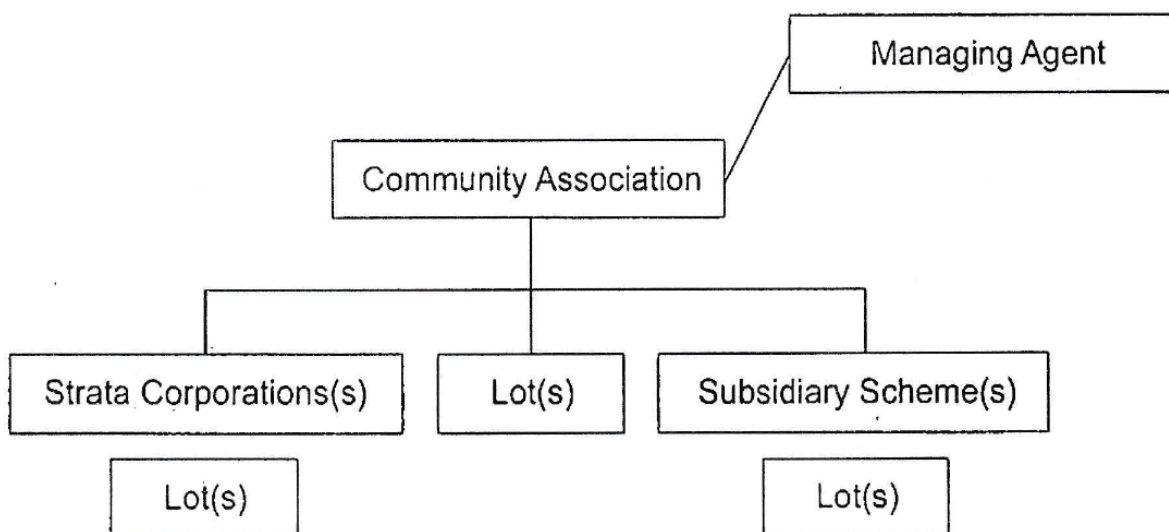
2. MEMBERSHIP OF THE CO-OPERATIVE

2.1 The Owner of each Lot and the member of any corporation that is the Owner of a Lot must be a member of the Co-operative.

2.2 Notwithstanding By-Law 2.1, in the event a Lot is sold by a mortgagee then the new Owner of that Lot will not be required to be a member of the Co-operative. In such circumstances the new Owner would not be entitled to any of the benefits of membership of the Co-operative.

3. STRATA SUBDIVISION

3.1 Narara Ecovillage may have a multi-level management structure with one or more *Subsidiary Schemes* such as *Strata Corporations* as depicted below



3.2 A Managing Agent may be contracted to undertake management and other services.

4. MAINTENANCE

Clean, tidy and safe condition

4.1 Each Party who is the Occupier of a Lot must ensure it is kept clean and tidy and in good repair and condition, and must ensure that the Lot is not:

- a) a fire hazard;
- b) a breeding ground for mosquitoes;
- c) a harbour for other noxious organisms; or
- d) a storage area for unwanted or hazardous materials.

Exterior maintenance

4.2 Each Party must maintain the exterior of buildings to a reasonable standard. Essential maintenance and repairs should be carried out as soon as practicable with accepted good work practices.

Notice from Community Association

4.3 The Community Association may give a notice to a Party requiring that such Party comply with the terms of By-law 4.1 and By-law 4.2 or procure such compliance by any Occupier.

PART 2 RESTRICTED COMMUNITY PROPERTY

“Restricted Community Property” is Community Property the use of which is restricted by the Community Management Statement.

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 Community Property (see section 54 Community Land Management Act 1989).

5. DEVELOPERS COMMUNITY PROPERTY

5.1 The use of the Developers Community Property is restricted under this By-law for the purpose of construction on the several areas of Developers Community Property and the carrying out of Development Activities associated with that construction. The Developer for the time being shall have exclusive use of the several areas of Developers Community Property and Service Lines for the term and for the purposes of this By-law.

5.2 The restricted use of each of the restricted areas of the Developers Community Property shall cease when the Developer serves upon the Association a notice informing the Association that construction and the Development Activities are complete in respect of each separate area of Developers Community Property.

6. DEVELOPMENT OF LOTS

6.1 Subject to By-law 4, the Developer and all persons authorized by the Developer shall have the following rights for the purpose of enabling that Owner to carry out and complete Development Activities on the Community Property and the Community Development Lots:

- 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 Community Property equipment including offices, sheds, building materials, cranes and excavators;
- d) connection to Services: right to install and connect Services - the right to connect and install Services on Community Property for the purpose of connecting to existing Services;
- e) import fill: the right to import fill and topsoil;
- f) noise and dust: the right to create noise, dust, debris and other temporary disturbances within the requirements of the law;
- g) security: the right to lock or secure part of the Community Property;
- h) attach signs: the right to attach and place marketing and advertising signs, placards, banners, notices or advertisements on the Community Property;

- i) hold events: the right to hold events or functions on the Community Property in connection with the selling and leasing of Lots in the Community Property;
- j) conduct sales: the right to conduct sales and marketing activities (including auctions) on the Community Property; and
- k) the right to seek an amendment to the Concept Plan.

6.2 The rights under By-law 5.1 cease in respect of the whole or a particular part of the Community Property when the Developer notifies the Community Association the Project Activities have been completed.

7. SCHEDULE 3 CLAUSE 6 MATTERS

7.1 The matters set out in this By-law, being matters prescribed by clause 6 of Schedule 3 of the Development Act, apply to and form part of By-laws 5 and 6 unless the context indicates to the contrary.

7.2 The terms and conditions relating to the use of the Community Property or the Restricted Community Property pursuant to By-laws 5 and 6 are:

- a) All damage to or interference with the Community Parcel caused by the Developer must be made good at the expense of the Developer as soon as possible after the interference occurs;
- b) Interference with the use or enjoyment by the Occupiers of Lots or of Association Property must, so far as is consistent with the carrying out of the Development Activities, be kept to a minimum;
- c) The Developer must maintain any Community Property that the Developer has been given the exclusive right to use;
- d) The Developer must comply with these By-laws, all applicable laws, regulations and standards including laws, regulations and standards relating to safety compliance; and
- e) Upon completion from time to time of Development Activities the Parcel areas must be kept in a clean and tidy condition.

7.3 The restricted use rights conferred by By-laws 5 and 6 may be exercised between the hours of 7am and 7pm on Mondays to Saturdays inclusive, but not otherwise unless approved by the Community Association.

7.4 Restricted use of the whole or a particular part of the Community Property ceases when the Developer notifies the Community Association the Development Activities or a particular part of the Development Activities have been completed.

PART 3 MANDATORY MATTERS

These are matters that are required by the Community Titles Legislation to be addressed in every Community Management Statement.

8. COMMUNITY PROPERTY

8.1 Community Property is defined in Part 6, and includes the following features which are on Lot 1 as shown on the Concept Plan:

- a) the Community Parking Area;
- b) the Visitor Parking Areas;
- c) Common Gardens and Landscaped Areas;
- d) Stormwater Treatment and Storage Areas;
- e) Garbage and Recycling Areas; and
- f) the Private Access Ways.

9. PERMITTED USES OF AND COMMUNITY FACILITIES ON THE COMMUNITY PROPERTY

9.1 Community Facilities on the Community Property will comprise any buildings, structures, improvements or facilities that have been added to the Community Property by or for the Community Association.

9.2 Subject to By-law 9.4 the Community Facilities are available for use by the Community Association and the Parties.

9.3 The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Facilities.

9.4 The Community Association shall make Rules pursuant to By-law 27 concerning the control, management, operation, maintenance and repair of the Community Facilities.

10. THE COMMUNITY PARKING AREA

10.1 The Community Association will manage the Community Parking Area comprising part of Community Property.

10.2 The Community Association may make Rules about using the Community Parking Area that comprises part of Community Property. The Community Association may enter into agreements with third parties concerning the control, management and maintenance of the Community Parking Area.

11. VISITOR PARKING AREAS

11.1 The Community Association will manage Visitor Parking Areas comprising part of Community Property.

11.2 The Community Association may make Rules about using the Visitor Parking Areas that are part of Community Property. These Rules may include granting restricted use of parts of them. The Community Association may enter into agreements with third parties about the control, management and maintenance of the Visitor Parking Areas.

12. COMMON GARDENS AND LANDSCAPED AREAS

12.1 The Community Association will manage the Common Gardens and Landscaped Areas located on Lot 1 as defined in the Community Plan. The Community Plan also indicates the easements on private lots, some of which are referred to at times as common gardens; however, these easements are not regulated by the Community Management Statement.

12.2 The Community Association may make Rules about using the Common Gardens and Landscaped Areas. These Rules may include granting restricted use of parts of them. The Community Association may enter into agreements with third parties about the control, management, maintenance and replacement of the Common Gardens and Landscaped Areas.

13. STORMWATER TREATMENT AND STORAGE AREA

13.1 The Community Association will manage the Stormwater Treatment and Storage Area comprising part of Community Property.

13.2 The Community Association may make Rules about using the Stormwater Treatment and Storage Area that are part of Community Property. Such Rules may include granting restricted use of parts of it. The Community Association may enter into agreements with third parties concerning the control, management and maintenance of the Stormwater Treatment and Storage Area.

14. GARBAGE AND RECYCLING AREAS

14.1 The Community Association will manage the Garbage and Recycling Areas comprising part of Community Property.

14.2 The Community Association may make Rules about using the Garbage and Recycling Areas that comprise part of Community Property. These Rules may include granting restricted use of

parts of it. The Community Association may enter into agreements with third parties concerning the control, management and maintenance of the Recycling Areas.

15. COMMUNITY PROPERTY AND PERMITTED USES OF COMMUNITY PROPERTY

15.1 The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Property.

15.2 A Party must obtain the written approval of the Community Association before that Party does any of the following to Common Gardens or Community Property:

- a) leaves anything on Community Property;
- b) obstructs the use of Community Property;
- c) uses any part of Community Property for the Party's own purposes;
- d) erects on Community Property any structure;
- e) attaches to Community Property any item;
- f) does or permits anything which might damage Community Property; or
- g) alters Community Property.

15.3 A Party must:

- a) give notice to the Community Association of any damage to or defect in the Community Property immediately after the Party becomes aware of such damage or defect;
- b) use anything on the Community Property only for purpose for which it was constructed or provided; and
- c) only use or enjoy the Community Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Community Property by another Party or an Authorized Person.

16. LEASING AND LICENSING ARRANGEMENTS FOR COMMUNITY PROPERTY

16.1 The Community Association may enter into leases or grant licences to Parties or other persons for the use of Community Property and may:

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

16.2 The fees for a licence or lease may be either a flat annual fee or a percentage contribution based on the gross return from produce or commercial activity or such other arrangement deemed appropriate by the Community Association.

16.3 Applications for the use of Community Property must state the purpose of the proposed use, time period, location and area, environmental and social impact, and other details as requested.

17. NEW CONSTRUCTIONS BY COMMUNITY ASSOCIATION

17.1 If the Community Association proposes to make:

- a) a Building Modification;
- b) a Landscape Modification; or
- c) a new construction on Community Property ;

it must comply with the Building and Landscape Standards in force for Community Property set forth in By-law 36.

18. CONSTRUCTION ON ASSOCIATION PROPERTY

18.1 A Party must not, except with the approval of the Community Association:

- a) construct any building or other structure including, without limitation, screen, pergola or awning on Association Property;
- b) attach any item as a fixture or otherwise to Association Property; or
- c) alter Association Property.

18.2 A Party may with the approval of the Community 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 the Council.

18.3 Any construction, attachment or alteration referred to under By-law 18.1, whether or not done with the approval of the Association, must, unless the Community 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 Party who carried out the construction, attachment or alteration.

19. INTERNAL FENCING

19.1 The Dividing Fences Act applies to boundary fences erected within the Community Scheme between Community Lots.

19.2 All fences between Community Lots shall be living, and may include post and wire support structures. Other forms of fencing may be permitted by written approval of the Community Association, and may be at the cost of the requesting Owner.

19.3 The Building and Landscape Standards may specify requirements for fencing, including security fencing and temporary fencing.

19.4 Owners of Community Lots may apply to the Community Association to contribute to the costs of fencing of any Lot that borders Community Property. The Community Association shall approve such application if it considers that it is in the best interests of the Community to do so.

20. PRIVATE ACCESS WAYS

20.1 Part of the Community Property shown on the Concept Plan has been set apart as Private Access Ways. (See Private Access Way Plan Page - Schedule 1)

20.2 The Private Access Ways shall comprise vehicular Private Access Ways and pedestrian Private Access Ways.

20.3 The control, management and responsibility for maintenance and repair of the Private Access Ways shall vest in the Executive Committee.

20.4 The Private Access Ways are available for use by:

- a) Parties and their invitees;
- b) the invitees of the Executive Committee;
- c) the servants and agents of service providers; and
- d) Authorized Persons.

20.5 A Party must not drive any motor vehicle or agricultural implement on the vehicular Private Access Way:

- a) at a speed in excess of 20 kilometres per hour or such other speed that may be designated from time to time by the Community Association;
- 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.

20.6 A Party must not drive any motor vehicle on a pedestrian Private Access Way.

20.7 A Party 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.

20.8 Pedestrians shall have right of way over all moving vehicles, including bicycles, skateboards and scooters on Private Access Ways and on all parts of the Community Parcel.

20.9 No servicing or repairs to any vehicles shall be undertaken on community property other than in any areas so designated by the Community Association or in the case of an emergency. Parties shall be responsible for containing, promptly cleaning up, and recycling all materials and liquids remaining after their servicing or repairs have been completed.

21. INSURANCES

21.1 The Community 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 Community 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 of the building or structure, indicated by the last valuation obtained for the building or structure in accordance with Part 5 of the said Act.

21.2 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) against any claims against members of the executive committee, all sub-committees and panels of the Community Association, including the Building Review Panel, the Building Appeals Committee and the Conflict of Interest Committee, and
- g) of any other prescribed class.

21.3 The Community 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 Parties.

21.4 For the purpose of By-law 21.3, notice of each Annual General Meeting must include a motion to determine whether the insurances of the Community Association be confirmed, varied or extended.

21.5 The Community Association shall immediately effect new insurance or vary or extend existing insurance if there is an increase in risk or a new risk to Community Property.

21.6 A Party must not, without the prior written consent of the Community Association, do anything that may invalidate or suspend any insurance cover taken out by the Community Association or increase the premium for any insurance policy benefiting the Community Association. In the event that an Owner, Lessee or Occupier of a Lot fails to comply with this By-law such person shall be liable to compensate the Community Association for any damage suffered by it including any increases in insurance premiums.

21.7 No Party shall start fires in the open when not permitted (after reasonable notification), 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 Party does so and any damage occasioned thereby is not covered by an insurance policy effected by the Community Association or otherwise, the Party concerned shall be responsible for the damage and loss concerned to the Owners, Lessees and Occupiers of other Community Lots and the Owners of adjoining properties.

21.8 The Community Association shall develop and operate a Risk Management Policy including consideration of the following risks to form a view as to the type and level of insurance cover which is appropriate:

- a) risks to persons, equipment and buildings including dwellings;
- b) fire risks in general;
- c) substances and materials that pose environmental and health risks;
- d) workplace issues including from Equipment;
- e) volunteering risks;
- f) water, including recreation on the dam, work near any drains or irrigation channels, garden and other land-based risks;
- g) household risks; and
- h) community conflict risks.

22. EXECUTIVE COMMITTEE PROCEEDINGS

Constitution

22.1 The Executive Committee of the Community Association must be established in accordance with division 2 of part 2 of the Management Act and comprise no less than three members and no more than nine members. For that purpose, it must appoint a Chairperson, Secretary and Treasurer.

22.2 No person shall be a member of the Executive Committee for more than four consecutive years.

- a) The term limit of an Executive Committee member may be extended for no more than 12 months in special circumstances (such as there being no other candidate), with majority consent from the Community Association at a Special Meeting.

22.3 Former Executive Committee members may stand for re-election to the Executive Committee:

- a) if they have not served for four consecutive years; or
- b) if they have served for four consecutive years, then after a period of two or more consecutive years has elapsed.

Management of Areas

22.4 The Executive Committee is responsible for the proper management, control and administration of the Community Parking Area, the Visitor Parking Areas, the Common Gardens and Landscaped Areas, the Stormwater Treatment and Storage Areas, the Garbage and Recycling Areas, and the Private Access Ways and street lighting, bridges, crossings, Community Facilities, Community Property, and other improvements within such areas.

22.5 The Executive Committee shall be responsible for the implementation and management of the conditions of the Development Consent on the Community Parcel, including the Bush Fire Management Plan referred to in By-law 44, Stormwater Management Plan, the Ecological Restoration Plan and Heritage Conservation plan

22.6 The Executive Committee shall at its first meeting adopt the Ecological Restoration Plan referred to in the Development Consent, and subject to the provisions of this management statement and the conditions of such development consent, it shall at least on one occasion every year review the Ecological Restoration Plan and adopt such modifications thereto as it deems appropriate.

Notice Board

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

Meetings

22.8 The Executive Committee may, subject to By-laws 22.11 and 22.12, meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

Notice of Meetings

22.9 The Secretary or the member of the Executive Committee who convenes a meeting must forthwith notify members of the Community Association and, for not less than 24 hours by email to the members' specified email address 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

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

22.11 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

22.12 Meetings must be held within the Community Parcel unless all of the members of the Executive Committee determine otherwise.

Meeting at Request of Members

22.13 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 or 1/3 of the members of the Community Association, convene a meeting within the period of time specified in the request if members have given more than 7 days' notice, or if no time is specified, within 14 days of the making of the request.

Decision Making

22.14 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.

22.15 If there is an equality of votes, the Chairperson shall, in addition to his or her deliberative vote, have a casting vote.

22.16 A quorum at a meeting of the Executive Committee comprises at least 50% of the total membership of the committee.

22.17 Extensive consultation with all relevant parties shall take place before decisions are made by the Executive Committee.

Out of Meeting Determinations

22.18 Where:

- a) By-laws 22.9 and 22.17 have 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 Owner to attend Meetings

22.19 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 authorized by a resolution of the Executive Committee.

Minutes of Meetings

22.20

- a) Minutes of meetings must be kept properly and held with the minutes of the General Meetings of the Community Association;
- b) Records of all proceedings of the Executive Committee shall be retained and made available for inspection by Parties.

Display and delivery of minutes

22.21 The Executive Committee must, within 7 days after holding a meeting, display a copy of the minutes of that meeting on the notice board (if any) or the community web-site and must ensure that minutes of the Executive Committee are sent to each member of the Community Association within 7 days of being ratified at the subsequent meeting. If the Secretary is absent, then the Chairperson must ensure that the Executive Committee complies with this By-law.

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

22.23 If specific decisions are taken relating to a particular Lot, the affected Owner or Occupier shall be notified directly in writing of those decisions.

Functions of the Secretary

22.24 The Functions of the Secretary include:

- a) preparing and distributing minutes of meetings of the Community Association and the Executive Committee;
- b) giving, on behalf of the Community Association and the Executive Committee, notices required to be given under the Management Act;
- c) maintaining the Community Association roll;
- d) supplying certificates, as required;
- e) answering communications addressed to the Community Association or the Executive Committee;

- f) convening meetings of the Executive Committee and the Community Association (other than the First Annual General Meeting);
- g) performing administrative or secretarial functions on behalf of the Community Association;
- 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

22.25 The Functions of the Treasurer include: -

- a) the Functions set out in section 36 (1) and (2) of the Management Act;
- b) notifying Owners of Lots of any contribution levied under section 20 of the Management Act;
- c) receiving, acknowledging, banking and accounting for any money paid to the Community Association;
- d) preparing any certificate applied for under clause 2 of schedule 4 to the Management Act;
- e) keeping prescribed accounting records under clause 10 of schedule 1 to the Management Act; and
- f) preparing financial statements under clause 11 of schedule 1 to the Management Act.

Sub-Committees

22.26

- a) The Executive Committee may from time to time appoint sub-committees comprising one or more of its members to:
 - I. conduct investigations;
 - II. perform duties and functions on behalf of the Executive Committee; and
 - III. report the findings of the sub-committee to the Executive Committee.
- b) The Executive Committee shall appoint a Conflict of Interest Sub-Committee in accordance with By-law 41 and a Building Review Panel in accordance with By-law 37.

Remuneration

22.27

- a) The Association may pay to a person who is the Chairperson, Secretary, Treasurer or a member of the Executive Committee such amount as the Association determines at an Annual General Meeting, in recognition of services performed by the person for the Association in the 12 month period since the last Annual General Meeting.
- b) A member of the Executive Committee is entitled to reimbursement for reasonable out of pocket expenses as approved by the Executive Committee incurred by that person in the performance of that person's functions.

Protection of Executive Committee members from Liability

22.28 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 gross negligence on the part of that member.

Public Representation

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

Relationship with Conflict of Interest Sub-Committee

22.30 The Executive Committee shall:

- a) consider and make a decision on all recommendations made to it by the Conflict of Interest Sub-Committee; and
- b) shall have the power, but not the obligation, to terminate any Community Association contract or rescind any decision that is the subject of any undisclosed or unauthorized Conflict of Interest, and
- c) take such action that may be authorized by law against any Owners, Occupiers, Sustainable Design Appraisers, members of the Executive Committee, Building Review Panel or Building Appeals Committee involved in any Conflict of Interest;
- d) make available all relevant minutes, contracts and documents to the Conflict of Interest Sub-Committee if requested;
- e) allow the Conflict of Interest Sub-Committee to arrange individual interviews with any member of the Executive Committee if requested;
- f) In the event that any Party is found to be complicit in any Community Association contract or decision that is the subject of any undisclosed or unauthorized Conflict of Interest the Executive Committee shall take such action that it considers appropriate.

23. STATUTORY SERVICES

23.1 Statutory Services comprising Electricity provided by the relevant Service Provider, and Telephone and Internet services provided by the relevant Service Provider will be available to all Lots within the Community Scheme. The initial Service Providers are:

- a) electricity - Essential Energy.
- b) telephone and Internet - Telstra Corporation Limited.

23.2 The Prescribed Diagram shows the Service Lines within the Community Parcel. (See Plan of Services - Schedule 2.)

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

23.4 A Party shall not carry out any activities that interfere with a Statutory Service or Service Line, or otherwise prevent access to or overload or damage any Service Line.

24. GARBAGE AND RECYCLING

24.1 The Community Association aims for an initial Minimum Waste to Landfill target with the ultimate intention of the Community Association achieving zero waste to landfill by means of the following initiatives:

- a) reducing, rethinking, reusing, repairing and recycling of materials, wherever possible;
- b) reducing the consumption of unrecyclable materials; and
- c) the hygienic storage and handling of waste.

24.2 A Party must keep all garbage and recycling bins on the Lot secure and managed so that they do not emit odours, and they may not be located on the street frontage.

24.3 A Party must store used bottles, boxes and containers, waste paper and other similar recyclable items, which may not be located on the street frontage.

24.4 Each Party occupying a Lot shall be responsible for the disposal, outside of the Community Scheme, of construction waste, car bodies/parts, batteries, bulky items including white goods, used oil, paints and any toxic substances.

24.5 Each Party occupying a Lot shall be responsible for the transportation of garbage and recyclable materials to the Garbage and Recycling Areas designated by the Community Association.

24.6 The Community Association shall ensure that it enters into and maintains indemnity agreements required by contractors to collect garbage and recyclables.

PART 4 OPTIONAL MATTERS

25. STORMWATER AND DRAINAGE

25.1 The Community Association shall be responsible for the maintenance and replacement of all drainage systems on Community Property and in the Common Gardens and Landscaped Areas including soakage run-off swales, defined overland flow paths, detention tanks and drains, so that all surface water flowing onto Community Property and Community Lots and all roof water from any buildings on such land shall flow into the existing natural drainage system.

25.2 The Community Association shall be entitled to require the Party occupying 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 Lot.

25.3 For the purposes of By-law 26.4, the Executive Committee shall be responsible for the implementation and management of the stormwater management system and to ensure that regular maintenance of the approved stormwater system is undertaken in order that it functions in accordance with design parameters.

25.4 The Community Association shall ensure that maintenance of each component of the approved stormwater management system including swales, buffers, and bio-retention basins shall comply with the specified maintenance standards.

25.5 The Community Association shall ensure that stormwater from dwelling houses within Community Lots must be discharged in accordance with the design parameters of the system.

25.6 The Parties must ensure that roof water harvesting and storage systems are maintained in accordance with the manufacturers' standards, and kept in working order.

25.7 Parties wishing to create new, or modify existing, drainage systems or swales must obtain the permission of the Community Association.

25.8 The Parties are responsible for the prevention of contamination of stormwater run-off by soil and silt, chemicals and other pollutants, and all forms of waste emanating from their Lot.

25.9 No Party shall interfere with the retention and processing of stormwater by absorption in the constructed swale system.

26. REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

26.1 A Party 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, Lessee or Occupier.

26.2 The costs, charges and expenses under By-law 26.1 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.

27. RULES

27.1 The Community Association may make, and at any time add to, Rules for the control, management, operation, use and enjoyment of the Community Parcel.

27.2 The Rules must be consistent with:

- a) the Management Act;
- b) the Development Act;
- c) this Management Statement;
- d) the terms of any current Development Consent or approval issued by any Public Authority;
and
- e) to the extent possible, the rules of the Co-operative.

27.3 The Rules bind the Community Association and each Party.

27.4 The Owner of a Lot is responsible for breach of the Rules by any of its tenants, licensees, employees, invitees and contractors.

28. COMMUNITY ASSOCIATION NOT LIABLE FOR DAMAGE

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

29. INTEREST ON OVERDUE MONEY

29.1 Interest payable on outstanding contributions shall be calculated in accordance with section 20A of the Management Act.

29.2 A Party must pay the Community Association interest on any amount, other than 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.

29.3 During the period that an amount under By-law 29.2 remains unpaid, on demand or at times notified by the Community 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 Community Association's bankers (as nominated by the Community Association) on overdraft accommodation in excess of \$100,000.00.

29.4 Interest which is not paid when due for payment may be capitalised by the Community Association at monthly intervals and is payable as capitalised interest at the rate and in the manner referred to in By-law 29.3.

29.5 Nothing in By-law 29 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.

30. WORK POLICY

30.1 The Community Association will make Rules for a Work Policy concerning paid work and voluntary work by Parties.

31. COMMUNITY ASSOCIATION'S RIGHT TO ENTER INTO CONTRACTS

31.1 The Community Association may on its own behalf contract with persons to:

- a) provide management, operational, maintenance and other services in connection with Community Property;
- b) provide services or amenities to the Owners, Lessees or Occupiers of Lots;
- c) provide a Letting Service to Owners of Lots; or
- d) provide any other services or amenities for use on Association Property or for the Owners, Lessees and Occupiers of the Lots.

32. OWNER AND OCCUPIER RESPONSIBLE FOR OTHERS

32.1 A Party must take all reasonable steps to ensure that an Authorized Person complies with the By-laws.

32.2 If an Authorized Person does not comply with the By-laws then the Party must withdraw the consent of the person to be on the Community Parcel and request that person to leave the Community Parcel.

32.3 If the By-laws prohibit a Party from undertaking an action, the Party must not allow or cause another person to undertake such same action.

33. COMMUNITY ASSOCIATION'S RIGHT TO RECOVER MONEY

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

34. COMMUNITY ASSOCIATION'S TRADING ACTIVITIES

34.1 The Community Association may, for the purpose of exercising and performing its Functions, carry on a business or trading activity,

34.2 The Community Association:

- a) must pay into its Sinking Fund income derived by it from its business or trading activities; and
- b) 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
- c) must make the estimate under By-law 34.2(b):
- d) no later than 1 month after incorporation of the Community Association; and
- e) 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; and
- f) Must impose a levy on each member for a contribution to provide the amount estimated under By-law 34.2(b); and
- g) 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.

34.3 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 in order to meet the amount of the net loss.

35. COMMUNITY ASSOCIATION'S RIGHT TO REMEDY

35.1 The Community Association may serve, by delivery in person, notice upon a Party directing the Party to undertake certain action to remedy or prevent a breach or anticipated breach of a By-law, standard or binding decision of the Community Association or the Executive Committee.

35.2 Such a notice must:

- a) identify the By-law, standard or binding decision that is breached, or a breach of which is anticipated;
- b) stipulate:
 - I. the action required to be effected; and
 - II. the time for completion of remedial or preventative action; and
- c) grant a right to the Party to appeal the reasonableness of the notice to the Community Association.

35.3 In the event of a failure to comply with the reasonable directions given by notice within the specified time, authorized officers of the Community Association and authorised agents, Contractors, employees of the Community Association have the right to:

- a) enter upon the land of the Party for the purpose of remedying the breach of By-law, standard or binding decision;
- b) have its authorised agent, Contractor, employee or officer enter the Lot and remain for such time and may perform such functions and do such work as is required to remedy any breach identified in the notice; and
- c) recover any expenses from the relevant Party or from the Lot Owner.

35.4 The Community Association shall not be liable for any loss or damage arising out of such action upon the Lot by a Party.

36. BUILDING AND LANDSCAPE STANDARDS

36.1 This By-law applies to New Constructions, Building Modifications and Landscape Modifications other than Minor Building Modifications and Minor Landscape Modifications and binds the Community Association and the Parties.

36.2 All New Constructions, Building Modifications and Landscape Modifications other than Minor Building Modifications and Minor Landscape Modifications shall be carried out in accordance with:

- a) the Design Reports submitted to Central Coast Council in support of the Development Application 44994/2013 as determined by Gosford City Council;

- b) the Building and Landscape Standards incorporating the Narara Ecovillage Building Standards; and
- c) these By-laws (where applicable).

36.3 The Community Association must prescribe Landscape Standards and Building Standards in respect of:

- a) Community Property; and
- b) Lots in the Community Plan.

36.4 The Community Association must within one (1) month of registration of the Community Plan prescribe Landscape and Building standards for the Community Scheme.

36.5 The Landscape Standards will include a list of plants that are recommended for planting on Community Property and Community Lots (see By-law 61)

36.6 Building and Landscape Standards bind:

- a) the Community Association; and
- b) each Party.

36.7 The Building and Landscape Standards shall specify standards and guidelines for New Constructions, Building Modifications and Landscape Modifications including:

- a) sustainable development and living;
- b) sustainable building design and standards, with initial targets for minimum levels of sustainability across nominated categories;
- c) recommended materials for buildings, landscaping and infrastructure;
- d) parking facilities;
- e) water collection and management;
- f) energy systems;
- g) Common Gardens and Landscaped Areas; and
- h) consideration for neighbours regarding home building footprints, including house areas, building height, setbacks, and having regard to any overshadowing.

36.8 The Community Association shall by ordinary resolution at its first General Meeting prescribe the Building Standards and Landscape Standards and either adopt or amend and adopt the current interim Narara Ecovillage Building Standards, and the current interim Narara Ecovillage Landscape Standards. Once approved by the Community Association, the standards shall bind the Community

Association and the Parties, and be referred to as the Narara Ecovillage Building Standards and Narara Ecovillage Landscape Standards.

36.9 The Community Association may amend the Building Standards and Landscape Standards at a General Meeting of the Members of the Community Association by Special Resolution

37. BUILDING REVIEW PANEL

37.1 For the purpose of ensuring adherence to the Building and Landscape Standards, the Community Association shall at the First Annual General Meeting appoint a Building Review Panel comprising between three and five members and thereafter such other number as the members of the Community Association shall determine from time to time at a General Meeting. Subject to these By-laws, such appointments will expire at the end of the third successive Annual General Meeting from their appointment, at which the Community Association shall reappoint members or appoint new members.

37.2 The Building Review Panel shall review all applications for New Constructions, Building Modifications and Landscape Modifications other than Minor Building Modifications and Minor Landscape Modifications prior to the submission of any applications to the Council or any other Statutory Authority.

37.3 All applications for New Constructions, Building Modifications or Landscape Modification within the Community Parcel (except Minor Landscape Modifications or Minor Building Modifications) shall be made to the Building Review Panel, who will assess compliance with the Narara Ecovillage Building Standards and Landscape Standards.

37.4 The plans and specifications submitted for approval by the Building Review Panel must:

For Building Modification or New Construction

- a) enclose plans and specifications proposed for submission to Council together with:
 - I. assessment of the environmental performance using the NEV building Standards Scoresheet; and
 - II. a landscaping proposal; and

For Landscape Modification

- b) show the nature and type of proposed landscaping material, and the proposed planting, and comply with the Narara Ecovillage Landscape Standards.

Basis of Approval

37.5 The Building Review Panel's approval or disapproval of plans and specifications must be made solely on the matters set out in:

- a) the By-laws;
- b) the Building Standards and Landscape Standards in force at the time of its decision; and

- c) the Rules in force at the time of its decision

37.6 Any Owner of a Community Lot shall be entitled to make written submissions to the Building Review Panel concerning any proposed Building Modification, New Construction or Landscape Modification, and the Building Review Panel shall consider any such submission in its determination of whether the particular plans and specifications are approved.

Additional Information

37.7 The Building Review Panel, in order to make a decision on any plans and specifications, may request:

- a) additional plans and specifications be submitted to it;
- b) additional information, reports or documents;
- c) details of changes to be made to the plans and specifications, if the changes are required by an authority or the Council; or
- d) any other relevant information, facts or material.

Approval Subject to Conditions

37.8 The Building Review Panel may impose conditions on its approval of plans and specifications, including a requirement for the payment of a bond to the Community Association.

37.9 On completion of the Building Modification, Landscape Modification or New Construction, the Community Association must account to the Applicant within 60 days for any bond after deduction (if any) for damage to Community Property.

Decision of Building Review Panel

37.10 The Building Review Panel must, within 40 days after it has received all information required by it to make a decision, deliver to the Applicant its written decision.

37.11 Plans and specifications submitted under this By-law 37 will be deemed to be approved by the Building Review Panel, unless:

- a) a written disapproval; or
- b) a request under By-law 37.7

has been delivered to the Applicant within 40 days after the Building Review Panel has received all the documents required by it to make a decision, or where a request has been made under By-law 37.7, within 40 days of the Building Review Panel receiving the additional information.

37.12 Subject to the rights conferred on an Applicant by By-law 39 a decision made by the Building Review Panel is binding on the Applicant.

37.13 The Building Review Panel shall carry out research and review periodically the Building Standards and Landscape Standards, and recommend any changes to the Community Association.

37.14 The Building Review Panel may retain the services of an independent consultant with special skills and expertise in:

- a) architecture;
- b) ecology;
- c) landscaping; or
- d) any other discipline relevant to the operation of the Building Review Panel;

to advise and assist the Building Review Panel in performing its Functions.

37.15 No member of the Building Review Panel shall be a member of the Building Appeals Committee or Conflict of Interest Committee.

37.16 The officers of the Building Review Panel shall comprise the secretary and chairperson, elected by members of the Panel at their first meeting.

37.17 The provisions of By-laws 22.8, 22.12, 22.14, 22.15, 22.16 and 22.17 shall apply mutatis mutandis to proceedings of the Building Review Panel.

37.18 Members of the Building Review Panel shall serve a maximum of two (2) consecutive terms and former Building Review Panel members may be reappointed after serving two (2) consecutive terms provided a period of two or more consecutive years has elapsed since they were last members of the Panel.

37.19 Casual vacancies on the Building Review Panel may be filled by appointment of the Executive Committee.

37.20 The functions of the secretary of the Building Review Panel include:

- a) convening meetings of the Building Review Panel;
- b) preparing and distributing minutes of meetings of the Building Review Panel;
- c) supplying Applicants with certificates of determinations by the Building Review Panel;
- d) receiving, responding and storing in electronic format all written communications between the Building Review Panel and Lot Owners, including applications, determinations and any appeal requests;
- e) providing the Executive Committee with copies of all minutes, determinations and particulars of any fees paid; and

- f) performing administrative or secretarial functions on behalf of the Building Review Panel.

38. ALTERATIONS TO BUILDING AND LANDSCAPE STANDARDS

38.1 An Owner of a Community Lot may make application to the Building Review Panel requesting additions or alterations to the Building and Landscape Standards applying generally or to that Owner's Lot or to the Community Property.

38.2 An application must contain sufficient information about the proposed additions or alterations to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed additions or alterations.

38.3 The Building Review Panel must refer an application to the Executive Committee for determination by the members in a General Meeting by Special Resolution.

38.4 The Building Review Panel or the Community Association may request additional information to enable it to make a decision on an application.

38.5 The Community Association must, within two months after it has received all information required by it to make a decision, deliver to the Applicant a written decision.

38.6 The Building Review Panel shall:

- a) undertake their activities within an annual budget set by the Community Association;
- b) notify Owners promptly of the building application approval decision, including appropriate details if it failed to meet the Building and Landscape Standards and Guidelines, and the avenues of appeal;
- c) notify the Community Association of any Applicant requesting an exemption from the Building Standards, and may make a recommendation to support that exemption if appropriate;
- d) issue from time to time a list of accredited Sustainable Design Appraisers who can also assess that the proposed building meets the Building and Landscape Standards;
- e) carry out regular audits on the assessments of Sustainable Design Appraisers (SDAs) to ensure that the quality of their assessments is maintained;
- f) deregister any Sustainable Design Appraiser whose assessments are deemed not to meet the Building and Landscape Standards and Guidelines;
- g) review periodically the Building and Landscape Standards, seek and evaluate input from Owners in that review, and recommend any changes to the Community Association;
- h) Issue templates for the:
 - I. Construction Management Plan, which provides details of how the dwelling construction will be carried out by the builder; and

- II. Building Specification clauses which can be added to a building specification to assist in ensuring that the construction meets the NEV Building Standards
- i) maintain in electronic format:
 - I. the submitted designs of Lot Owners,
 - II. construction documentation of Lot Owners, including Council approvals and conditions,
 - III. all written communications between Lot Owners and the Building Review Panel, and the Building Appeals Tribunal;
 - j) make available all relevant minutes, contracts and documents to the Conflict of Interest Committee if requested; and
 - k) allow the Conflict of Interest Committee to arrange individual interviews with each member of the Building Review Panel if needed.

39. CURRENT COPY OF BUILDING AND LANDSCAPE STANDARDS

39.1 The Community Association must, when requested by a Party, provide the Party, at a reasonable cost to that Party, with an up-to-date copy of the Building and Landscape Standards.

40. BUILDING APPEALS COMMITTEE

40.1 The Community Association shall at the First Annual General Meeting appoint the Building Appeals Committee by either:

- a) assigning the role and obligations of the Building Appeals Committee to the Executive Committee, or
- b) by appointing a separate Building Appeals Committee comprising between three and five members and thereafter such other number of members as the members shall determine from time to time at a General Meeting. Subject to these By-laws such appointments will expire at the end of the third following successive Annual General Meetings from their appointment, at which the Community Association shall reappoint members or appoint new members.

If a separate Building Appeals Committee is appointed, then:

- I. The maximum term of office for elected members of the Building Appeals Committee shall be the lesser of three (3) consecutive years, or from the date of appointment to the end of the Annual General Meeting in the third year after the appointment to the Building Appeals Committee. A retiring member of the Committee may stand for re-election.

- II. Members of the Building Appeals Committee shall serve a maximum of two (2) consecutive terms and former Building Appeals Committee members may be reappointed after serving two (2) consecutive terms provided a period of two or more consecutive years has elapsed since they were last members of the Committee.
- III. Casual vacancies on the Building Appeals Committee may be filled by appointment of the Executive Committee.

40.2 The Building Appeals Committee shall:

- a) hear appeals against decisions made by the Building Review Panel, including any relating to exemptions from parts of the Building and Landscape Standards, in a timely and judicious manner; and
- b) notify the appellant, the Building Review Panel and the Executive Committee of the outcome of the appeal.

40.3 No member of the Building Appeals Committee shall be a member of the Building Review Panel or Conflict of Interest Committee

40.4 The officers of the Building Appeals Committee shall comprise the secretary and chairperson, elected by members of the Building Appeals Committee at their first meeting.

40.5 The provisions of By-laws 22.8, 22.12, 22.14, 22.15, 22.16 and 22.17 shall apply mutatis mutandis to proceedings of the Building Appeals Committee

40.6 The functions of the secretary of the Building Appeals Committee include:

- a) convening meetings of the Building Appeals Committee;
- b) preparing and distributing minutes of meetings of the Building Appeals Committee;
- c) supplying Applicants with certificates of determinations by the Building Appeals Committee;
- d) receiving, responding and storing in electronic format all written communications between the Building Review Panel and Lot Owners, including applications, determinations and any appeal requests;
- e) providing the Executive Committee with copies of all minutes, determinations and particulars of any fees paid; and
- f) performing administrative or secretarial functions on behalf of the Building Appeals Committee

40.7 The appeal application fee shall be \$300 or such other amount that may be fixed from time to time by the Community Association payable to the Community Association, with a 50% reduction if the appeal is successful.

40.8 The Building Appeals Committee shall:

- a) notify the appellant, the Building Review Panel and the Executive Committee of the outcome of the appeal;
- b) notify the Community Association of any appellant's request for an exemption to the Building and Landscape Standards, and may make a recommendation to support that exemption if appropriate;
- c) make available all relevant minutes, contracts and documents to the Conflict of Interest Committee if requested; and
- d) permit the Conflict of Interest Committee to arrange individual interviews with each member of the Building Appeals Committee if needed.

40.9 The Building Appeals Committee may retain the services of an independent consultant with special skills and expertise in:

- 1 architecture;
- 2 ecology;
- 3 landscaping; or
- 4 any other discipline relevant to the operation of the Building Review Panel; to advise and assist the Building Appeals Committee in performing its Functions.

41. CONFLICT OF INTEREST COMMITTEE

41.1 The Community Association will establish a Conflict of Interest Committee at a General Meeting and elect three members who will:

- a) manage a register of potential conflict of interests for
 - I. the Executive Committee;
 - II. Sustainable Design Appraisers
 - III. the Building Review Panel; and
 - IV. the Building Appeals Committee;
- b) manage a register of authorized contracts overriding any conflict of interest;
- c) maintain a register of conflict of interest complaints and recommendations; and
- d) make recommendations to the Executive Committee after conducting any investigation of complaints about a conflict of interest from any Party.

41.2 No member of the Conflict of interest Committee can be a member of the Executive Committee, the Building Review Panel or the Building Appeals Committee.

41.3 The Conflict of interest Committee is entitled to:

access all relevant minutes, contracts and documents of the Community Association, the Building Review Panel; and the Building Appeals Committee; and

interview members of the Executive Committee, Building Review Panel, the Building Appeals Committee, Owners, Occupiers or any employee or contractor.

41.4 No person may be a member of the Conflict of interest Committee for more than 2 consecutive years.

41.5 Former Conflict of interest Committee members may stand for re-election to the Conflict of interest Committee:

- a) if they have not served for two consecutive years; or
- b) if they have served for two consecutive years, then after a period of two or more consecutive years has elapsed since they were last a member.

42. SERVICES CONTRACTS

42.1 The Community Association may appoint a manager for the Community Scheme or any Community Property and enter into a contract with that manager or company in accordance with the following provisions

- a) The contract may be entered into during the Initial Period. The effect of the contract is disclosed for the purposes of section 24(2) (a) of the Management Act.
- b) The term of the contract is to be determined by the Community Association.
- c) The duties of the manager will include assisting the Community Association in performing its functions including those functions contemplated and prescribed by this Management Statement. The duties may include supervision of any employees or Contractors of the Community Association and any other activity or matter which the Community Association considers is necessary or desirable for the operation and management of the Community Scheme or any Community Property.
- d) The manager may be a Party or a person who is associated with, or a related corporation of, the Developer.

43. POISONOUS SUBSTANCES

43.1

- a) The Community Association aims to:
 - I. protect and maintain the health of people, ecosystems, and water-and waste-treatment systems, and
 - II. manage the Estate using organic and Permaculture principles.

- b) To achieve these aims, the Community Association intends to minimize, and ideally eliminate, the use of poisonous substances.
- c) The Community Association will undertake research, provide education and nominate alternatives to the use of poisonous substances on the Community Parcel where possible.
- d) In assessing poisonous substances, the Community Association recognizes that the toxicity of substances depends on the physical and chemical composition of the substance and the manner in which it is used.
- e) Substances of particular concern fall within, but are not limited to, the following categories:
 - I. petrol and petrochemical products
 - II. herbicides
 - III. pesticides
 - IV. fertilizers
 - V. fungicides
 - VI. cleaning products
 - VII. personal care products
 - VIII. medications
 - IX. hazardous building materials and finishes (e.g. paints and adhesives)

43.2 The Community Association will, from time to time, nominate poisonous substances that shall not be used on the Community Parcel without the consent of the Community Association. A Party must not, except with the approval of the Community Association, use or store on the Lot or any other part of the Community Parcel any such nominated poisonous substances.

43.3 Any poisonous substances that have been approved for use on the Community Parcel shall be used in accordance with the instructions for use provided by the manufacturer of such poisonous substance and any other directions that have been issued by the Community Association.

44. FIRE FIGHTING

44.1 For the purposes of By-law 22.5, the Executive Committee shall be responsible for the implementation and management of the Bushfire Management Plan and for that purpose it shall:

- a) take such steps that may be required pursuant to the provisions of section 63 of the Rural Fires Act 1997;

- b) undertake co-operative fire management with Community Lot Owners and Occupiers, both within the Community Parcel and in relation to adjoining properties owned by the Co-operative; and
- c) take steps to develop community awareness and education of Bush Fire Management.

44.2 The Community Association shall:

- a) develop and implement an emergency plan incorporating an evacuation plan for residents who need to be evacuated in the event of a bushfire; and
- b) ensure that the required nominated APZs (Asset Protection Zones) in the Bushfire Management Plan are maintained around each building on the Community Parcel, except where other provisions are applied to protect sensitive vegetation; and
- c) ensure that fire brigade vehicle access is available to all water storage facilities within the development.

44.3 Parties shall ensure that the required nominated APZs in the Bushfire Management Plan are maintained around each building on each Community Lot, except where the Inner Protection Area overlaps with an EEC (Endangered Ecological Community) identified in the revised EEC mapping included in the Ecological Restoration Plan.

44.4 Notwithstanding the obligation of the Community Association to maintain the APZs pursuant to By-law 44.2 (b), the Parties shall have the primary responsibility to ensure that the APZs specified in the Bushfire Management Plan on Community Property adjacent to their Lot shall be maintained around each building.

45. REQUIREMENTS FOR CONSTRUCTION, OCCUPATION AND SALE

Time for Construction

45.1 For the purpose of the peaceful enjoyment of the Community Parcel by Parties, to encourage the timely development of the Community Parcel and to discourage speculation, the Owners of Community Lots shall:

- a) commence construction of a dwelling house within two (2) years from the date on which they become the Registered Proprietor unless authorized by the Community Association to commence construction at a later date; and
- b) complete the construction of a dwelling house to lock-up status within four (4) years from the date on which they become the Registered Proprietors, unless authorized by the Community Association to complete construction at a later date.

If there is any doubt about the dwelling lock-up status, it shall be determined by a Certified Member of a Master Builders Association not involved in the process.

45.2 In the event that two dwellings can be built on a Lot, completion of one dwelling will satisfy By-law 45.1

45.3 In the event that the Owner of a Community Lot has not completed the construction of a dwelling house in accordance with By-laws 45.1 or 45.2, the Co-operative shall have the right to purchase the Community Lot in accordance with the provisions of By-law 46.

Occupation

45.4 All Owners of Community Lots shall ensure that the dwelling house on such Community Lot shall be occupied for at least half of each calendar Year.

Sale of Community Lots

45.5 Each Owner of a Community Lot shall notify the Secretary and the Co-operative of a proposal to sell such Community Lot. These provisions will be related to the provisions created by By-laws 45.3 and 46.

46. CONSEQUENCES OF NON-COMPLIANCE WITH BY-LAWS 2.1 or 45.1

46.1 In the event that an Owner of a Lot ceases to be a member of the Co-operative as provided in By-law 2.1, or contravenes By-law 45.1, the Community Association shall be entitled to require that such Owner relinquish possession of such Lot and instruct the Co-operative to exercise any rights that have been conferred on it by such Owner to sell such Lot.

46.2 Owners may appeal to the Co-operative for an extension of time to finalise the construction of a dwelling on their Lot if:

- a) there are extenuating circumstances; or
- b) the Owners can demonstrate they have the capacity to complete the dwelling to lock-up stage within a period of time that is acceptable to the Co-operative;

46.3 The price to be paid by the Co-operative for any breach of By-law 45 or 46 shall be determined by the following method:

- a) a Certified Practising Valuer appointed by the Co-operative shall value the Lot and all improvements, such as any buildings or other structures, including any incomplete buildings or structures. The Owner may wish to consult another Certified Practising Valuer at his or her own cost.
- b) the value offered by the Co-operative for the Lot shall be the price of the Lot when originally sold to the Owner, plus 50% of any increase of the Lot valuation from the Certified Practising Valuer, or the current market price of the lot valuation as assessed by the Certified Practising Valuer in the event prices have declined. In addition, the Co-operative will pay the full value (if any) of any improvements; and
- c) completion of the sale to the Co-operative shall take place within 42 days of the valuation of the Lot and any improvements being provided to the Lot Owner.

47. ANIMALS

All animals

47.1 The Community Association seeks to encourage the responsible and respectful treatment of all animals on the Community Parcel at all times, and to ensure the highest standards of animal welfare.

47.2 Subject to the requirements of By-law 47.4, the Community Association shall prescribe rules relating to the keeping of animals on a Community Lot.

47.3 Rules prescribed by the Community Association in accordance with By-law 47.2 hereof shall have regard to the contribution of such animals to the overall aims or objectives of the development outlined in By-law 1.

47.4 Should an Owner, Lessee or Occupier of a Lot keep an animal on a Community Lot or otherwise on a Community Parcel in accordance with any rules that have been prescribed by the Community Association from time to time under By-law 47.2, the Owner, Lessee or Occupier of such Lot shall ensure that the welfare and health of such animal or animals is provided for and that there be adequate protection from escape.

47.5 No person shall bring an animal onto Community Parcel otherwise than in conformity with the rules created pursuant to By-law 47.2 and with the permission of the Community Association.

47.6 The Community Association will make Rules on the treatment of pets, and domestic, agricultural and native animals. Such Rules will apply to all Parties and to Authorized Persons.

47.7 Pets, domestic and agricultural animals must be controlled at all times to ensure they do not interfere with the quiet and peaceful enjoyment of the Community Parcel by Occupiers, are not aggressive to people or other animals, do not injure, kill or unnecessarily distress native wildlife, and do not create any dangers to health.

47.8 All pets, domestic and agricultural animals must be kept in such a manner as to limit any adverse effects on the natural and built environment of the Community Parcel.

47.9 Animals are not permitted inside buildings owned by the Community Association or the Co-operative, any outdoor café areas, swimming pools, the dam, children's play areas, childcare areas or Environmental Conservation Areas.

47.10 If a Party is found to be failing to control his or her pet, domestic or agricultural animal adequately, the Community Association shall be entitled to take disciplinary action against such Party, or to direct the Party to remove the animal from the Community Parcel.

47.11 The Rules relating to animals shall include guidelines for fencing, and restricting the numbers and kinds of animals each Party may keep on their Lot.

47.12 The Owner of a Lot shall be liable for any loss, damage to property, or injury to any person caused by the animal kept by an Authorized Person, notwithstanding that the Owner/Authorized Person/keeper

was complying with the Management Statement, the Rules and lawful directions of the Community Association at the time.

47.13 Any external night lighting must not interfere with threatened species on the Community Parcel or in the adjacent forested areas.

47.14 Notwithstanding any other provision hereof, nothing contained in this By-law shall be construed so as to prevent the keeping of an animal on a Lot that is used as an Assistance Animal by a person with a disability.

47.15 Where a Party or any person who is in the Community Parcel with his or her consent (express or implied) brings or keeps an animal on the Lot or any other part of the Community Parcel the Party is:

- a) liable to all other Parties 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, and;
- b) responsible for cleaning up after the animal has used any part of another Lot or other part of the Community Parcel.

48. DOGS AND CATS

48.1 The Community Association aims to minimise the numbers of dogs and cats on the Community Parcel to protect the native flora and fauna, including rare and endangered species, and to minimise any potential nuisance the dogs or cats may cause.

48.2 All Owners shall be entitled to apply at any time to the Community Association for permission to keep a pet dog or cat on the Community Parcel, noting the Community Association's aim to minimise the number of dogs and cats on the Community Parcel.

1. The Community Association will consult with Owners of neighbouring Lots of the Owner applying to acquire a pet dog or cat, and shall have regard to any proposed fences and cat runs.
2. The Community Association may require an applicant who is seeking permission to keep an animal on the Community Parcel to enter into a specific written agreement with the Community Association as to the regulation and management of the animal.
3. All dogs and cats must be neutered and vaccinated and must be registered with the Council.
4. Dogs must be contained indoors or in fenced areas of Lots or exercised on leashes or exercised in designated off-leash exercise areas. The location of such off-leash exercise areas may be varied from time to time by the Community Association.
5. Owners of dogs are required to construct non-solid fences on their Lots to contain the animals, and such fences must be at least half a metre from any boundary, except with the agreement of the Owner of any adjoining Lot.

6. Cats must be exercised on leashes, contained indoors or in caged runs which are at least half a metre from any boundary, except with the agreement of the Owner of any adjoining Lot.
7. Visitors (Authorized Persons) may not bring dogs or cats on to the Community Parcel, except for those used as Assistance Animals.
8. Parties being the Owners of cats and dogs shall immediately collect and dispose of all cat and dog faeces deposited by such animal on the Community Parcel.

48.3 Owners who have owned a dog or cat for more than twelve months before becoming the registered proprietor of a Lot shall be entitled to apply to the Community Association for permission to bring such specific animal onto the Community Parcel. The Community Association shall approve any such application, provided there is a reasonable expectation that the applicant can comply with the By-laws. Any approval granted under this By-law expires when the animal has died.

49. INVASIVE ANIMALS

49.1 The keeping of potentially invasive species of birds, reptiles, amphibians or fish as specified and updated from time to time by the Community Association is prohibited.

50. NATIVE ANIMALS

50.1 The Community Association shall make Rules for the interactions of Occupiers with wild native animals, including the prohibition of petting, and strongly discouraging the feeding of native animals.

51. PRIVATE SERVICES

51.1 Private Services comprising Water Supply Lines and Service Lines for the provision of electricity lines connecting the Community Lots to the central transformer will be available to all Lots within the Community Scheme.

51.2 The Community Association may,

- a) provide private Services to a Party;
- b) arrange for the installation and maintenance of proposed Service Lines for the provision of private Services; and
- c) contract with any person to monitor or provide, in part or in whole, private Services.

51.3 Private Services on Community Property shall be maintained by the Community Association.

51.4 Private Services on Community Lots shall be maintained by the Owners of such Lots.

51.5 A Party shall not carry out any activities that interfere with a Private Service or Service Line or otherwise prevent access to or overload or damage any Service Line.

51.6 Subject to s60 of the Management Act, the Community Association or a person authorised by the Community Association may enter a Lot at all reasonable times to maintain, repair, alter, add to or increase the capacity of or renew private Services.

51.7 A Party must immediately notify the Community Association of any damage to or the defective operation of any Private Service.

52. WATER, SEWAGE AND RECYCLED WATER SYSTEM

52.1 Potable Water for the Community Parcel will be sourced from the dam located on the Co-operative Property or from the Council water supply system or any other source approved by the Community Association, treated and reticulated by the Water Provider licensed under the Water Industry Competition Act (WICA).

52.2 A potable water supply point, a sewer connection point and a recycled water supply point will be provided by the Water Provider to the boundary of each Lot.

52.3 The Community Association will make Rules with a view to endeavouring to ensure that the water supply from the dam is not contaminated, to ensure the safety of all visitors to, and users of, the dam and to set the terms of service including charges.

52.4 The Water Provider will charge Parties a standing charge for the supply of the potable and recycled water and sewerage disposal

52.5 The Water Provider will charge Parties a variable fee based on the metered consumption of potable water. Recycled water will not be metered.

52.6 The Water Provider will ensure that each Lot is fitted with approved water meters that will be read by the Water Provider on a quarterly or more frequent basis

52.7 The Water Provider has the right to discontinue water services to a Lot if a Party does not pay as required by the Water Provider after reasonable notice has been given and due process has been followed.

53. RESPONSIBILITIES OF PARTIES REGARDING WATER

53.1 Parties are expected to actively support the water usage goals of the Community Association.

53.2 Parties must allow scheduled readings of water meters on their Lots and pay their bills promptly to the Water Provider.

53.3 The authorized agents of the Water Provider shall be entitled to access Community Lots for urgent repairs or maintenance to the water network without prior consent.

53.4 Parties must comply with Rules published from time to time by the Community Association and/or Water Provider regarding the use of the potable water, recycled water and the sewerage system, specifically ensuring that excluded products, chemical and other materials do not enter the sewerage system.

53.5 Parties must ensure that there is no cross contamination between potable water supply and recycled water within the Lot.

53.6 Parties shall ensure that any composting toilet installed on a Lot shall be installed in accordance with the manufacturer's instructions and the parties must maintain such systems in accordance with the manufacturer's instructions.

53.7 Parties shall permit representatives of the Community Association to inspect any composting toilets on a regular basis. In the event that a composting toilet is not properly maintained, the Community Association shall be entitled to undertake reasonable maintenance and charge the Owner of the Lot for the cost of such work.

54. ELECTRICITY SYSTEM

54.1 All Parties must make provision for the generation of electricity from renewable sources, including the installation of a renewable energy source linked to the Electricity Provider, or operation of a fully renewable energy system, including but not limited to a Photovoltaic (PV) system with battery-backup.

54.2 The renewable electricity generated during a year for the dwellings on a Lot shall be at least equal to the amount of household electricity consumed over the same period.

54.3 Parties may apply to the Community Association to lease roof-space for a renewable energy system, including a PV system, if there is insufficient roof area on their Lot and all other options have been exhausted. Each request shall be considered on a case by case basis.

54.4 The Electricity Provider will install electrical services on Community Property to a service point near each Lot, and install and operate electrical infrastructure, including metering.

54.5 Parties will allow the Electricity Provider and the Community Association to access their Lots for any required repairs or maintenance to electrical infrastructure.

54.6 The Electricity Provider is permitted access to carry out periodic readings of meters and supply Occupiers with a suitable bill on a regular basis, showing a summary of consumption and generation.

54.7 The Electricity Provider may require the Owners of all Community Lots to remain connected to the Ecovillage grid to lower overall costs by efficiently using electricity generated on the Community Parcel.

54.8 Each Party will be charged a periodic standing charge for the provision of the electricity network.

54.9 Parties will be charged a variable fee for electricity consumed on their Lot.

54.10 Each Party must pay the Electricity Provider promptly all monies due with respect to their Lot or incur penalties and interest on monies owed.

54.11 The Electricity Provider has the right to discontinue electricity supply to a Lot if a Party does not pay as required by the Electricity Provider after reasonable notice has been given and due process has been followed.

54.12 This By-law 54 is subject to the rights of the Developer under By-laws 5 and 6.

55. FIXING OF SIGNS

55.1 A Party must not, except with the approval of the Community 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.

55.2 However, consent of the Community Association shall not be required in the case of “for sale” signs and signs showing the name and occupation of the Owner or an Occupier of a Lot, provided that such signs

- a) are not located within Community Property; and
- b) do not have an area greater than 2.5m², and no edge longer than 2m.

56. COMMUNICATIONS AND ELECTROMAGNETIC FIELDS (EMFS)

56.1 The Community Association shall provide access to best practice communications services to Parties.

56.2 In keeping with the precautionary principle, the Community Association shall use its best endeavours to keep the Community Parcel as free as practicable from EMFs including high frequency power line voltage transients, and to minimise the impact of such factors where feasible. The Community Association will:

- a) promote a process of education and awareness;
- b) periodically monitor EMF levels; and
- c) obtain expert advice as needed.

56.3 Parties shall comply with any Rules made from time to time by the Community Association concerning the use of communication devices to minimise any EMFs.

57. ENERGY AND EMISSIONS GOALS AND PRINCIPLES

57.1 The Community Association shall use its best endeavours to use energy efficiently and to minimise the production of harmful emissions such as greenhouse gases and particulates, by:

- a) encouraging and modelling careful and considered design, construction and fit-outs of all dwellings and other improvements;
- b) maximising the use of renewable, low and zero emission energy sources;
- c) minimising the use of fossil fuels and emission-producing energy sources;
- d) minimising the consumption of products and services with high embodied energy, high embodied greenhouse gas emissions or any unhealthy or poisonous emissions;
- e) encouraging Parties to achieve the aspirational target of purchasing, or generating, excess renewable energy, over a period of thirty (30) years, than the amount of embodied energy in the inhabited dwellings on the Lot. This may also be achieved by purchasing the equivalent carbon offsets for the dwelling embodied energy from a certified Gold Standard scheme;
- f) encouraging any biomass solid fuel combustion appliances to be operated according to best practice standards and minimizing emissions and health risks.
- g) during times of adverse weather conditions (e.g. temperature inversion in still conditions) the Community Association may direct Parties to limit the operation of combustion appliances or open fires to avoid smoke build-up in the valley.
- h) providing advice to Parties on affordable techniques to meet these targets.

58. PARKING AND TRANSPORT

Transport

58.1 The Community Association may implement a Parking and Transport Policy including a Green Travel Plan, with specific rules concerning the use of motor vehicles in or around the Community Parcel concerning:

- a) requirements for driver's licenses, insurance and registration of vehicles;
- b) requirements for parking of vehicles, including caravans, trailers, trucks, campervans, motorbikes, trail bikes, bicycles, tricycles, all motorised and sailing craft, racing vehicles, scooters, skateboards and roller skates; and
- c) community transport.

Green Travel

58.2 The Green Travel Plan will aim to:

- a) encourage the reduction of private car ownership and the amount of car use;
- b) encourage the use of public transport;
- c) promote non-motorised modes such as walking and cycling;
- d) make provision for a community bus service, and car sharing schemes;
- e) encourage the use of electric vehicles; and
- f) provide pedestrian priority.

Parking

58.3 The Green Travel Plan shall provide for:

- a) reduced car dependency, including provision for car parking on designated Community Property;
- b) limitation of parking on Community Lots;
- c) temporary parking for pick up and drop off to shared driveways on community property;
- d) car storage under dwellings within the building footprint, on Community Lots enabled by the terrain;
- e) car access from corner Lots; and
- f) storage of motor vehicles.

58.4 The Community Association may designate exclusive use rights to car spaces on community property to particular residential lots, and any car spaces so designated may be taken into account in determining the unit entitlements for that lot.

59. CONFLICT RESOLUTION AND DECISION MAKING

59.1 The Community Association shall be entitled to establish Rules, including processes for Conflict Resolution, to resolve conflicts or disputes between Parties, and processes for sharing authority and making decisions, as precursors to the statutory processes contained in the Management Act. In establishing these Rules, the Community Association will be guided by the principles of Sociocracy.

60. HANGING OF WASHING

60.1. Every residential Lot must have an outdoor space for the air drying of laundry, or participate in a shared laundry drying arrangement.

60.2. Every Party shall ensure their clothes lines are located so as not to cause nuisance or offence to other Parties.

61. WEEDS AND PROHIBITED AND HAZARDOUS PLANTS

61.1 The Community Association shall be responsible for the eradication and control of noxious weeds and Weeds of National Significance on the Community Parcel, according to provisions of the Ecological Restoration Plan and the Landscape Standards.

61.2 The Community Association and Owners of Community Lots shall undertake that the weed species specified as being prohibited plant species within the Ecological Restoration Plan are not introduced or allowed to remain within the Community Parcel.

61.3 Every Party in occupation of a Lot shall keep that Lot free from Noxious Weeds and Weeds of National Significance (as defined by Local, State & National regulations)

61.4 The Executive Committee shall provide the Owners, Lessees and Occupiers of all Lots in the Community Scheme with a copy of the list of species referred to in this clause.

61.5 The Executive Committee shall be entitled to nominate from time to time other prohibited plant species in addition to the species nominated in the Ecological Restoration Plan, provided that such plant species have been designated as a Noxious Weed or Weeds of National Significance, and further provided that if and when it does so it shall forthwith notify all of the Owners, Lessees and Occupiers of Community Lots of the identity of such species.

61.6 The Community Association shall be entitled to make Rules restricting the cultivation of plants on the Community Parcel that:

- a) might be a fire hazard;
- b) might be invasive;
- c) are in danger of dropping large branches;
- d) obstruct solar access;
- e) Interfere with the amenity of a neighbouring Lot; or
- f) are hazardous to health.

PART 5 BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

This part specifies 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.3, cl.4 of the Development Act.

PART 6

62. DEFINITIONS, INTERPRETATION AND GENERAL

62.1 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 Community Association other than the First Annual General Meeting.

“Approved Native Species List” means the list of plants and shrubs referred to in the Ecological Restoration Plan prepared by the Community Association.

“APZ” means Asset Protection Zone within the meaning ascribed to it by “Planning for Bushfire Protection 2006” published by the NSW Rural Fire Service.

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

“Association” means the Community Association.

“Association Property” means in relation to the Community Scheme, the Community Property in the Scheme. This is Lot 1 on the Community Plan and is also referred to as “Community Property”.

“Authorized Person” means a person on the Community Parcel with the consent express or implied of a Party or the Community Association.

“Building Appeals Committee” means the committee constituted pursuant to By-law 40.

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

- 1 a Community Lot; or
- 2 Community Property.

“Building and Landscape Standards” means the Standards provided for in By-law 36.3 and including the Narara Ecovillage Building Standards and the Narara Ecovillage Landscape Standards

“Building Review Panel” means the panel constituted pursuant to By-law 37.

“Bushfire Management Plan” means the Bushfire Protection Assessment prepared by Australian Bushfire Protection Planners Pty Ltd dated 4.12.2013.

“By-law” means a By-law included in this Community Management Statement.

“Chairperson” means the chairperson of the Community Association.

“Common Garden and Landscape Areas” means those areas identified in the Community Plan and referred to in By-law 12.

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

“Community Association” means the corporation that;

- 1 is constituted by section 25 of the Development Act or the registration of the Community Plan; and
- 2 is established as a Community Association by section 5 of the Management Act.

“Community Development Lot” means a Lot in the Community Plan being Lots 37 and 39 identified on the Concept Plan, and which does not comprise 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 Scheme.

“Community Facilities” means any buildings, structures, improvements or facilities that have been added to the Community Property or Common Gardens by or for the Community Association.

“Community Lot” means land that is a Lot in a Community Plan but is not Community Property, a Community Development Lot or a public reserve or a drainage reserve which at the time of creation of the Community Association comprises lots 2 to 35 and 40 to 43.

“Community Parcel” means land the subject of a Community Plan.

“Community Parking Areas” mean those areas identified in the Concept Plan and referred to in By-law 11.

“Community Plan” means deposited plan registered number DP270882 showing defined areas of Community Property, Community Lots and amenities on Community Property

“Community Property” means the Lot shown in a Community Plan as Community Property (being Lot 1).

“Community Scheme” means:

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

“Community Titles Legislation” means the Community Land Development Act 1989, the Community Land Management Act 1989 and the regulations made pursuant to such legislation.

“Concept Plan” means the conceptual plan showing the anticipated future state of the Community Plan on completion of further stages and includes defined areas of Community Property, Community Lots and amenities on Community Property, as published by the Community Association from time to time.

“Conflict of Interest Committee” means the committee constituted pursuant to By-law 41.

“Construction Management Plan” means the Construction Management Plan as published by the Building Review Panel from time to time.

“Co-operative” means Narara Ecovillage Co-operative Ltd.

“Council” means the Central Coast Council and its successors.

“Developer” means the Original Owner of the Community Lots, namely Narara Ecovillage Co-operative Ltd.

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

“Development Activities” means:

- 1 any form of demolition work, building work or work ancillary to or associated with building work on the Community Parcel or Community Development Lots including, without limitation, the installation of Services;
- 2 any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel or a Community Development Lot;
- 3 any form of work other than the forms of work designated above which the Developer considers necessary;
- 4 the use of any part of the Community Parcel or Community Development Lot in connection with the forms of work referred to in paragraphs (1), (2) and (3) of this definition; and
- 5 the subdivision of land forming part of the Community Parcel.

“Development Consent” means Notice of Determination of Development Application 44994/2013 issued by Gosford City Council on 8 August 2014.

“Development Contract” means any instrument, plans and drawings that are registered with the Community Plan
“Developers Community Property” means the Community Development Lots 37 and 39 in the Concept Plan.

“Ecological Restoration Plan” means the plan prepared by Robert Payne Ecological Surveys and Management dated 2015.

“EEC” means an Endangered Ecological Community as defined by the Threatened Species Conservation Act 1995.

“EMF” means an electromagnetic field formed when charged particles, such as electrons, are accelerated. (It is typically generated by an alternating current and its effects can be predicted and measured. There are international and Australian standards for duration and proximity of exposure to various frequencies and intensities.)

“Environmental Weed” means a plant species identified as an environmental weed by the Community Association under By-law 61, or in the Landscape Standards.

“Estate” means the land the subject of the Community Scheme, including Lots and Community Property, but excluding any land owned by Narara ecovillage Co-operative or any Authority.

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

“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:

- 1 an annual General Meeting; or
- 2 a special General Meeting of the Community Association.

“Green Travel Plan” means the green travel plan adopted by the Community Association pursuant to By-law 58.

“Environmental Conservation Plan” means the Ecological Restoration Plan.

“Initial Period” means the period that commences when the Community Association is constituted and ends when the sum of Unit Entitlements in the Community Association is at least one third of the total unit entitlement under the Community Scheme.

“Inner Protection Area” means an area within the meaning ascribed to it by “Planning for Bushfire Protection 2006” published by the NSW Rural Fire Service.

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

“Lessee” means the Lessee or tenant of a Lot or part of a Lot.

“Lot” means a Community Lot, Community Property or a Community Development Lot.

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

“Management Statement” means this community management statement registered with the Community 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.

“Minor Building Modifications” shall mean Building Modifications that do not involve the increase of the footprint of any building or a significant change in the appearance of a building or structure and internal modifications to a building or structure, and which do not require Council approval.

“Minor Landscape Modifications” shall mean the planting on Community Lots of plants and the construction of paths and retaining structures less than 2 metres high.

“Narara Ecovillage (or NEV) is the ecovillage being created at the end of Research Road, Narara on the land contained in Community Plan DP270882

“Narara Ecovillage Building Standards” means the standards referred to in By-law 36.

“Narara Ecovillage Landscape Standards” means the standards referred to in By-law 36.

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

- 1 a Community Lot;
- 2 a Community Development Lot;
- 3 Community Property.

“Noxious Weed” means a noxious weed within the meaning of the Noxious Weeds Act 1993.

“Occupier” means a person residing in or having the right to reside in or on any house land or place.

See definitions of “Party” and “Authorized Person”.

“Original Proprietor” has the same meaning as in the Development Act.

“Owner” means the registered proprietor of a Community Lot or a Community Development Lot, or a person or corporation entitled to be the registered proprietor.

“Parking and Community Transport Policy” means the parking and community transport policy referred to in By-law 58.

“Party” means the Owner, Lessee, Occupier or Mortgagee in possession of a Lot or a Community Development Lot.

“Permaculture” is primarily a design system for an holistic approach to sustainable living and practice. It is the harmonious integration of design with ecology for creating sustainable human settlement. Working with nature, it takes natural systems as models to design sustainable environments (from Hill Thalys doc).

“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 Community Plan and prescribed in section 36 of the Development Act.

“Prohibited Plant Species” means the plant species referred to in By-law 61.

“Private Access Way” means all of the pedestrian and vehicular access ways at Narara Ecovillage.

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

“Project Activities” means any work to complete the development of the Community Parcel including -

- 1 releasing obsolete covenants, easements and restrictions;
- 2 installing Services;
- 3 preparation for and carrying out of construction activities;
- 4 developing the Community Parcel in stages;
- 5 construction and installation of the Community Facilities;
- 6 any form of work which the Developer, in its absolute discretion, considers is necessary or desirable;
- 7 the subdivision of land forming part of the Community Parcel by any means; and
- 8 the exercise of any right or discretion given to the Developer under this Management Statement.

“Public Authority” has the same meaning as in the Development Act.

“Public Place” has the meaning ascribed to it under the Local Government Act 1993 and Regulations.

“Recycling Areas” mean those areas identified in the Concept Plan and referred to in By-law 14.

“Rules” means the rules made under the By-laws of this management statement including By-law 27.

“Secretary” means the secretary of the Community Association.

“Service” means a Statutory Service or a Private Service and includes;

- 1 the supply of water, gas, electricity, artificially heated or cooled air or heating oil;
- 2 the provision of sewerage and drainage;

- 3 transmission by telephone, radio, television, satellite or other means; and
- 4 security systems.

“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 Plan of Services - Schedule 2.

“Service Provider” means, without limitation, Essential Energy, Telstra, Central Coast 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.

“Sociocracy” (or Dynamic Governance) is as adopted in the NEV (Narara Ecovillage) governance handbook.

“Stage 2” means the development in stages of that part of the Community Parcel comprising predominantly Lot 37 in the Concept Plan.

“Star Rating” means a thermal performance rating between 0 and 10 stars of a dwelling based on the Nationwide House Energy Rating Scheme (NatHERS), specified by an accredited NatHERS assessor.

“Statutory Service” means a service running through or servicing Lots, Association Property or Community Property provided by a Service Provider.

“Stormwater Treatment and Storage Areas” mean those areas identified in the Concept Plan and referred to in By-law 13.

“Stratum Lot” means an allotment created pursuant to Division 3B of Part 23 of the Conveyancing Act 1919.

“Sustainable Design Appraiser” means a person appointed by the Building Review Panel pursuant to By-law 37.

“Sustainability”

- Ecological or Environmental sustainability means acting so that biological systems remain diverse and productive indefinitely.
- Economic sustainability recognises that people are parts of economies; it allows resources to be used as long as they are renewed and are available to future generations.
- Social sustainability is characteristic of social systems that are fair, open and transparent. Sustainable societies are resilient (both strong and flexible) so that they can withstand shocks.

“Treasurer” means the treasurer of the Community Association.

“Visitor Parking Areas” mean those areas identified in the Concept Plan and referred to in By-law 11.

“Water Provider” means a registered licensee under the Water Industry Competition Act 2006 (WICA), being the Co-operative or a delegate of the Co-operative.

62.2 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 a Public 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;
- f) A reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later;
- g) Words denoting any gender include all genders; and
- h) A reference to anything includes the whole or each part of it.

62.3 The defined terms in By-law 62.1 are capitalised throughout the document, and have the meaning given them in that By-law except where the context otherwise requires. Unless a heading is defined by By-law 62.1 it will not affect the interpretation of this Management Statement.

62.4 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.

62.5 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 by 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.

62.6 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.

62.7 A reference to an authority, institute, Association or body or to any officer of them is, in the event of that authority, institute, body or officer ceasing to exist or being reconstituted, renamed or replaced, or 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 as, or subject of, that authority, institute, association, body or officer.