

# **DP270216**

## **COMMUNITY MANAGEMENT STATEMENT**

### **NANGARIN VINEYARD ESTATE**

#### **Warning**

The terms of this Management Statement are binding on the Community Association, each subsidiary body within the Community Scheme and each person as a proprietor, lot 3 occupier or mortgagee in possession of a Community Development Lot, Precinct Development Lot, Neighbourhood Lot or Strata Lot within the Community Scheme.

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# **MANAGEMENT STATEMENT**

## **COMMUNITY LAND DEVELOPMENT ACT 1989**

## **COMMUNITY LAND MANAGEMENT ACT 1989**

### **COMMUNITY MANAGEMENT STATEMENT**

#### **WARNING**

The terms of this Management Statement are binding on the Community Association, each subsidiary body within the Community Scheme and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Community Development Lot, Precinct Development Lot, Neighbourhood 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 revoked by a unanimous resolution of the Community Association (see section 17(2) Community Land Management Act 1989).

#### **1. THEME OF COMMUNITY SCHEME**

Nangarin Vineyard Estate is designed as a rural residential housing estate with the benefit of the surroundings of a vineyard in the Southern Highland Region.

#### **2. DEVELOPMENT OF THE NANGARIN VINEYARD ESTATE**

- 2.1 The Original Proprietor proposes to develop Nangarin Vineyard Estate in accordance with the Concept Plans attached to this Management Statement.
- 2.2 The Original Proprietor proposes to develop Nangarin Vineyard Estate in stages.
- 2.3 The Original Proprietor reserves the right, but has no obligation to complete Nangarin Vineyard Estate in accordance with the concept plan attached to this Management Statement or to vary
- 2.4 Some lots will be sold with houses already erected upon them and others will be sold as vacant land for buyers to develop in accordance with their own requirements and this Management Statement

#### **3. ARCHITECTURAL, BUILDING AND LANDSCAPE STANDARDS ("ARCHITECTURAL SCHEME")**

The Architectural Scheme is designed to protect the integrity of Nangarin Vineyard Estate and to ensure that the same high standards of building design are maintained throughout the development.

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3.2 You and the Community Association must comply with the Architectural Scheme.

### 3.3 Architectural Standards

#### 3.3.1 Sitting Your House on the Block

The location of the buildings other than fences and services on each of the Community Development Lots are generally controlled by the guidelines set by Council.

In addition to these guidelines, the following criteria need to be satisfied in relation to buildings other than fences and services:

- 3.3.1.1 building setback for any building works from the boundary between lots 83 and 84 must be 15 metres;
- 3.3.1.2 setback for any building work on Community Development Lots (other than fences) adjoining the Vineyard must be 15 metres;
- 3.3.1.3 no building works may be carried out within 20 metres of Stonequarry Creek;
- 3.3.1.4 no building works may be erected upon or allowed to remain upon any part of a Lot in the Community Parcel shown in the Concept Plan B as Zone "A".

#### 3.3.2 Geotechnical Considerations

3.3.2.1 Building and structures to be erected in any areas shown as Zones "B" and "C" on Concept Plan B must be built in accordance with the following requirements or as varied by a suitably qualified engineer.

##### 3.3.2.2 Zone "B"

It is recommended that the following restrictions and precautions be taken into account for any development within Zone "B".

#### Earthworks

Earthworks, if absolutely necessary within any of the allotment areas located in Zone "B" should be kept to an absolute minimum with all cuts retained by a suitably founded retaining wall or other suitable methods. As a general guide, cut and fills should be limited to about 0.5m. However, any earthworks proposed within a Zone "B" allotment area must be assessed by a suitably qualified and experienced geotechnical engineer to ensure that stability conditions are maintained and the proposed earthworks including any protection works, if required, must be designed by a suitably experienced professional engineer.

#### House Types

Any house type should be of light weight flexible construction with non-masonry materials and with a suspended timber floor founded on poles/posts. Slab on ground construction must not be used.

All footings for buildings and any other structures such as storage tanks, etc should be founded into the underlying rock strata and be designed to take account of potential lateral loading effects due to possible soil creep.

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### **Drainage**

Suitable drainage provisions are essential in the development of each building site. Drainage measures should include such items as cat-off spoon drains and subsoil drains around the high side of buildings/structures.

As the overall ongoing stability of the site is particularly dependent on the adequate control of surface and seepage water in this geological environment, particular attention should be given to the provision of adequate surface and subsoil drainage measures at all stages of development of the Community Parcel.

### **3.3.2.3 Zone "C"**

Zone "C" generally encompasses two varying topographic areas, namely the lower ridge flanks below the east-west and north-south ridges, and the gently sloping grazing land occupying the southern and north-eastern portions of the Community Parcel.

Similar restrictions and precautions as outlined in clause 3.3.2.2 for Zone "B" would also be generally applicable for the lower ridge flank areas. However minor earthworks involving cuts and fills up to about 0.5m could be considered with all cuts retained by a suitably founded structural retaining wall or other suitable methods. Nevertheless, it is recommended that slab on ground construction not be used on the lower ridge flanks, ie: those areas located immediately below Zone "B" and where Lots extend partially into Zone "B".

Earthworks involving limited cuts and fills (in the order of about 1.0m) and slab on ground construction could be considered for Lots located on the gently sloping south to south-western portion of the Community Parcel.

However, as conditions vary somewhat across the Zone "C" area, it is recommended that any individual Lot development proposal which departs from the restrictions/precautions outlined in clause 3.3.2.2 for Zone "B" be separately assessed to ensure overall stability conditions are maintained.

### **3.3.3 Building Materials**

An important element in maintaining an harmonious setting is the selection of materials and colours. Innovation and variety is encouraged, provided that the proposed buildings and landscape complement the natural landscape.

#### **3.3.3.1 Wall Materials**

Whilst it is likely that most buildings will be brick or other rendered finishes, other materials such as stone, timber, mud brick and the like will be considered on their individual merit.

#### **3.3.3.2 Roof Materials**

Roof materials must be non-reflective and should complement the style of the home. Untreated Zinalume, galvanised iron, fibre cement and fibreglass are generally unacceptable.

Acceptable materials include:

- clay or concrete tiles;
- pre-finished metal sheeting (eg. colourbond custom orb);

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- shingles
- gutters and down pipes should also be pre-finished or painted to match;
- (other materials will be considered on merit).

### **3.3.3.3 Colours**

External colours should enhance the setting of the surrounding natural environment. The Original Proprietor can provide advice in this regard. The expression of architectural elements in stronger colours will be acceptable, exception on elevated lands and ridge lines.

### **3.3.3.4 Roof Form**

Skillion or flat roofs may not be acceptable. Flat roof elements linking pitched roofs that are in keeping with the architectural style of the home are acceptable. Arched or other roof forms will be considered on merit.

### **3.3.3.5 Garages**

All houses built on a lot must have a garage erected simultaneously on that lot with a minimum garage floor area of 32 square metres. Metal, hardiplank (or similar finishes - unless rendered) and prefabricated garages are not permitted.

Where a separate car parking structure is required, the structure should reflect the architecture and form of the main building.

### **3.3.3.6 Retaining Walls**

All retaining walls visible from any public road must be constructed with materials similar in nature to the main building.

All cut or fill areas must be appropriately treated with an approved form of wall, landscaping or a combination of both- details of proposed treatments should be submitted with applications for building approval.

### **3.3.3.7 Ancillary Structures**

All external structures such as gas tanks, garden sheds and clothes lines must be fully screened from roads, accessways and public places.

3.3.3.8 Garages, garden sheds or out building may only be erected or allowed to remain on any Lot if done with or after the erection of any main building.

3.3.3.9 Garages, caravans, garden sheds or out buildings must not be visible from the front boundary of the Lot on which they stand unless constructed in the same materials and architectural style as the main building.

3.3.3.10 No prefabricated building or buildings which have been erected on other land may be erected on, brought onto or be permitted to remain on any Lot.

3.3.3.11 Lots may not be used for a feed-lot or any other agricultural activities carried on in large sheds (other than the Vineyard activities of Lot 3).

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3.3.3.12 Unregistered motor vehicles, parts of motor vehicles, motor vehicle bodies or motor vehicles awaiting repair or restoration (whether unregistered or not) may not be housed, parked or permitted to remain upon any Lot unless they are completely housed, parked or stored within a totally enclosed garage in such a way as not to be visible from any other Lot or a public road.

3.3.3.13 Creek areas may not be used for rubbish dumping or for the disposal of any impure materials or liquids.

3.3.3.14 Motorised trail bikes may not be used on the Community Parcel.

3.3.3.15 Owners must construct a driveway from the main building to the road kerb within three months from occupation of their Lot of materials which ensure that there can be no erosion and that all weather access is available. The driveway must be made of a paving material other than plain concrete.

3.3.3.16 No more than one truck or commercial vehicle exceeding three tonnes is permitted within each of Lots 71-73, 91-93 and 111-117 (inclusive), and must be kept screened behind the building line. No trucks or commercial vehicles exceeding three tonnes may be kept on any other Lot.

### **3.3.4 Main Building Sizes**

The minimum main building floor area for each of the Lots is 200 square metres. In assessing the floor area of any main building, the floor area shall include any walls (internal and external) but does not include the floor area of any attached garage, car port or verandah. No main building may be erected or permitted to remain upon any Lot unless it has a minimum area equal to or greater than 200 square metres:

### **3.3.5 Fencing**

Must be in accordance with Concept Plan C and must not be erected by any Owner or allowed to remain erected anywhere on a Lot or its boundary between the building line stipulated by Council and the road frontage of the lot.

## **3.4 Landscape Standards**

### **3.4.1 Outline**

The following recommendations apply.

### **3.4.2 Recommended Species List**

#### **3.4.2.1 Native Trees and Shrubs for Property Frontages**

Trees

- Brachychiton populneus
- Eucalyptus moluccana
- Eucalyptus viminalis

- Eucalyptus globoldea

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- Pittosporum revolutum

### Shrubs

- Acacia Deanei
- **Acacia Longifolio**
- **Acacia parramattensis**
- **Dillwynia retorta**
- **Grevillea sericea**

### Grasses

- Danthonia tenuoir
- Danthonia racemosa
- Lomandra longifolia
- Pennisetum aleopecuroides
- Poa labillardieri

### Groundcovers

- Hardenbergia violacea
- Pandorea pandorana

### 3.4.2.2 Shelter/screen planting

#### Trees

- Angophora floribunda
- Acacia decurrens
- Casuarina cunninghamiana
- Casuarina littoralis
- Eucalyptus tereticornis
- Eucalyptus saligna
- Eucalyptus crebra
- Melia azedarach var. australasica

#### Shrubs

- Acacia implexa
- Acacia mearnsii
- Callistemon salignus

#### Grasses

- Lomandra longifolia
- Pennisetum aleopecuroides
- Poa labillardieri

- Themeda astralis

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### Groundcovers

- **Kennedia rubicunda**
- **Pandorea pandorana**

### 3.4.2.3 Native Trees and Shrubs for Gullies and Protected Areas

#### Trees

- Acacia elata
- Backhousia myrtifolia
- Eucalyptus haemastoma
- Eucalyptus bauerana
- Eucalyptus elata
- Melaleuca syphelloides
- Tristaniopsis laurina

#### Shrubs

- Bursaria spinosa
- Crinum padunculatum

#### Groundcovers

- Pandorea pandorana
- Viola hederacea

### 3.4.2.4 Native Trees for Feature and Accent Planting

- Araucaria bidwilli
- Araucaria cunninghamiana
- Melia azedarach var. australasica

### 3.4.2.5 Exotic Trees for Feature and Accent Planting

- Populus yunnanensis
- Fraxinus "Raywood"
- Quercus palustr
- Quercus robur
- Zelkoya serrata
- Pyrus ussuriensis

## 3.5 Blue Mountains Code

- 3.5.1 Any building constructed on Lots 43 to 55 and 57 to 66 (inclusive) within the area shown as Zone "B" on Concept Plan B must be constructed in dark toned or dark coloured materials of low reflective quality or materials which are painted or similarly treated with dark toned or dark coloured paint or pigment of low reflective quality (except that light coloured materials or finishes may be used for up to 10% of the external surface area of the building) in

## **MANAGEMENT STATEMENT**

accordance with the City of Blue Mountains Performance Standard for Building Within Residential Areas unless otherwise approved by the Original Proprietor (while ever it owns any Community Development Lots and thereafter by the Community Association) and by Wollondilly Shire Council.

- 3.5.2 Any application to the Original Proprietor and Council must include a schedule of external materials and finishes detailing manufacturer's name, product name or description and a colour chip or sample of the individual materials or finishes proposed.

## **4 HOW TO CHANGE THE ARCHITECTURAL SCHEME**

- 4.1 The Community Association may change or add to the Architectural Scheme only by unanimous resolution.
- 4.2 While ever the Original Proprietor owns a Community Development Lot or a Lot in any Subsidiary Land, the Original Proprietor may exercise the rights of the Community Association under this by-law 4. Any changes approved under this clause must be notified to the Community Association by the Original Proprietor. The decision of the Original Proprietor will prevail over that of the Community Association in the event of any differences.
- 4.3 You may apply to the Community Association or Original Proprietor (as the case may be) to change or add to the Architectural Scheme. The application must:
- 4.3.1 be in writing; and
- 4.3.2 specify with precision how the Architectural Scheme should be changed.
- 4.4 The Community Association or Original Proprietor may ask for more information about an application.
- 4.5 The Community Association or Original Proprietor has refused an application if it does not make a written decision within 2 months after receiving the application.
- 4.6 The Community Association must give a copy of a changed Architectural Scheme to the owners of lots in the Community Development Lots.
- 4.7 You may ask the Community Association for a copy of the Architectural Scheme (at your cost). The Community Association must supply you with a copy within fourteen (14) days of a written application for a copy of the Architectural Scheme.

## **5 NEW WORKS**

- 5.1 You must have the Executive Committee's consent to:
- 5.1.1 change the external appearance of an existing building or change existing landscaping; or
- 5.1.2 build a new structure or carry out new landscaping.
- 5.2 While ever the Original Proprietor owns a Community Development Lot or a Lot in any Subsidiary Land, the Original Proprietor may exercise all of the rights of the Executive Committee under this by-law 5. Any approvals given under this clause must be notified to the Executive Committee by the Original Proprietor. The decision of the Original Proprietor will prevail over that of the Executive Committee in the event of any differences.

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- 5.3 You must make a written application to the Executive Committee or Original Proprietor ( as the case may be ) for consent under this by-law. Plans and specifications must be submitted with the application. The plans and specifications must be in the form and to the standard prescribed from time to time by the Executive Committee or the Original Proprietor (as applicable).
- 5.4 Plans and specifications for building changes and new structures must:
- 5.4.1 show the suitability of design to the existing and surrounding structures and topography;
  - 5.4.2 show the dimensions of the structure;
  - 5.4.3 disclose the type and quality of the materials;
  - 5.4.4 show the location relative to existing and surrounding structures and topography; and
  - 5.4.5 include a landscape proposal which is in harmony with the existing landscape.
- 5.5 Plans and specifications for landscaping changes and new landscaping must:
- 5.5.1 show the suitability of the design to existing and surrounding landscape;
  - 5.5.2 show the species of plant, its height and the quantity to be planted;
  - 5.5.3 disclose the type and quality of the landscaping material;
  - 5.5.4 show the location of the landscaping relative to existing and surrounding landscapes;
  - 5.5.5 explain the removal of or dealing with existing plants; and
  - 5.5.6 identify any likely effects the proposal may have on the Community Property and any of its uses.
- 5.6 For applications under this by-law, the Executive Committee must consider the information in the application and:
- 5.6.1 the suitability and quality of the proposed works;
  - 5.6.2 the harmony of the proposed works with existing structures, landscaping and land uses;
  - 5.6.3 this management statement;
  - 5.6.4 rules; and
  - 5.6.5 the Architectural Scheme.
- 5.7 The Executive Committee will notify the applicant of a decision in writing.
- 5.8 The decision of the Original Proprietor or the Executive Committee (as applicable) is final and binding on the applicant.

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5.9 The Executive Committee or the Original Proprietor is deemed to have approved an application if the relevant entity does not make a written decision within 2 months after receiving the application.

### **6 FUTURE CONSENTS FOR NEW WORKS**

The Executive Committee or the Original Proprietor (as applicable) may review applications for the construction of new structures and may give or refuse consent in its absolute discretion. The Executive Committee and the Original Proprietor are not bound by past decisions.

### **7 VINEYARD**

The Architectural Standards and Landscape Standards do not apply to structures on Lot 3 which will be approved initially by the Original Proprietor and after the Original Proprietor ceases to have any Community Development Lots or Lots in any Subsidiary Land by the Executive Committee on the basis of what is reasonably necessary for the effective operation of the Vineyard without causing any significantly adverse effect on the amenity of the Lots.

### **8 CHANGES AND NEW STRUCTURES BY THE COMMUNITY ASSOCIATION**

The Community Association must comply with the Architectural Scheme if it:

8.0.1 changes an existing building or existing landscaping; or

8.0.2 builds a new structure or carries out new landscaping.

### **9 ESTATE NAME AND MARKS**

9.1 The name "Nangarin Vineyard Estate" and any name incorporating the words "Nangarin Vineyard" and the mark consisting of the words "Nangarin Vineyard Estate" together with any logo registered or to be registered or used in association with this development are the property of Bradman Nangarin Pty Limited (ACN 087 557 417). Bradman Nangarin Pty Limited grants a non-exclusive license to the Community Association to continue to use those names and marks in relation to this Community Parcel after Bradman Nangarin Pty limited ceases to use it in that manner.

## **PART 2 RESTRICTED COMMUNITY PROPERTY**

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

### **10 DEVELOPMENT IN STAGES - THE ORIGINAL PROPRIETOR'S RIGHT WHILE IT BUILDS NANGARIN VINEYARD ESTATE**

10.1 While Nangarin Vineyard Estate is being built, only the Original Proprietor of Community Development Lots 37, 38 and 39 has restricted use of the whole of the Community Property.

10.2 The Original Proprietor may:

10.2.1 build and develop Nangarin Vineyard Estate in stages;

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- 10.2.2 carry out the building and development work in its discretion;
  - 10.2.3 do demolition work, building and associated work on Nangarin Vineyard Estate;
  - 10.2.4 do landscaping and associated work on Nangarin Vineyard Estate;
  - 10.2.5 use any part of Nangarin Vineyard Estate to exercise its rights under this by-law;
  - 10.2.6 subdivide land in Nangarin Vineyard Estate;
  - 10.2.7 have unrestricted access to Community Property;
  - 10.2.8 park motor vehicles and equipment on Community Property;
  - 10.2.9 place on or attach to Community Property temporary structures, building materials, cranes and other equipment;
  - 10.2.10 install and connect services on Community Property;
  - 10.2.11 put marketing advertising signs on Community Property;
  - 10.2.12 conduct real estate activities on Community Property including, but not limited to sales, auctions and leasing;
  - 10.2.13 lock or secure part of Community Property; and
  - 10.2.14 exercise its rights at any time.
- 10.3 The Original Proprietor must:
- 10.3.1 repair any damage to Nangarin Vineyard Estate caused by exercising the rights vested in it under this by-law;
  - 10.3.2 take all reasonable steps to minimise disturbance to owners and occupiers while carrying out building and development work;
  - 10.3.3 leave Nangarin Vineyard Estate (or parts of it) tidy after building development work is finished; and
  - 10.3.4 maintain the Community Property that it has the right to use.
- 10.4 The Original Proprietor's right under this by-law:
- 10.4.1 for Nangarin Vineyard Estate, will stop when the Original Proprietor notifies the Community Association in writing that building development work has finished; and
  - 10.4.2 for part of Nangarin Vineyard Estate, will stop when the Original Proprietor notifies the Community Association that building and development work for that part of The Nangarin Vineyard Estate has finished;
  - 10.4.3 may be exercised by any subsequent Owner of Community Development Lots 37, 38 and 39 until building and development works are notified as finished in accordance with this clause;

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in which case that subsequent Owner assumes all the rights and the obligations of the Original Proprietor under this by-law 10.

10.5 This is a restricted property by-law. The Community Association may change or cancel it by special resolution only with the written consent of the Original Proprietor of Community Development Lots 37,38 and 39. Initial period restrictions apply.

### 11 VINEYARD

11.1 Subject to paragraphs 10 and 11.2, the proprietor of Lot 3 will have exclusive use rights over the whole of the Vineyard, water in dams, Re-use water from the treatment plant, stored Re-use water and irrigation pump station on the Community Property as shown on the Concept Plan A, for the purpose of carrying on a vineyard, winemaking and associated uses. These rights and any associated obligations are set out in Part 6 of this Management Statement and this paragraph 11.

11.2 If the proprietor of Lot 3 breaches any obligations upon it under this Management Statement, the Executive Committee may:

11.2.1 give notice and particulars of any breach to that proprietor requiring it to be remedied in a reasonable period being not less than 14 days from the date of delivery of the notice to that proprietor;

11.2.2 if any breach is not remedied in accordance with the terms of a notice given under paragraph 11.2.1 and at any time in the case of an emergency enter upon the exclusive use area and carry out whatever action is necessary to remedy that breach or carry out emergency work and to then charge any cost of doing so to that proprietor; and

11.2.3 if any breach persists for 30 days after the expiry of any written notice given under paragraph 11.2.1, to terminate the exclusive use rights granted under this paragraph 11 after first giving a further 30 days notice in writing of its intention to so terminate if the breach is not rectified.

11.3 The proprietor of lot 3 must accept all the Re-use water as discharged from the Community Parcel.

11.4 The proprietor of lot 3 will have exclusive use rights over the water in the 2 dams on the Community Property to use water as may be stipulated by law, license or by any Government Agency for the purpose of irrigation.

11.5 The rights conferred by this by-law may be exercised at any time by the proprietor of Lot 3.

11.6 No fee is payable to the Community Association by the proprietor of Lot 3 for the rights conferred by this by-law.

11.7 The proprietor of Lot 3 has the right to lay and relay pipes, plant and equipment within the Community Property for the purpose of irrigating the Vineyard, and once laid, the proprietor of lot 3 will have exclusive use rights over those pipes for irrigation purposes.

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- 11.8 The proprietor of Lot 3 must maintain in good repair and order any pipes, plant and equipment installed by the Original Proprietor to irrigate the Vineyard established on Community Property and must pay any expense in exercising the rights and obligations conferred by this by-law. The proprietor of Lot 3 may charge the Community Association a fee not exceeding the equivalent Sydney Water sewerage only rate for similar residential blocks in the Council area multiplied by the number of Lots connected to the Sewerage System. The Community Association must replace any pipes, plant and equipment installed by the Original Proprietor for sewage removal, Re-use water and irrigation of the Vineyard on the Community Property when worn out and pay for the cost of all electricity consumed in the Irrigation System as well as the cost of the control panel and consumables used in running the Irrigation System.
- 11.9 The proprietor of Lot 3 may enter upon any Community Property for the purpose of carrying out any works necessary for the due operation of the Vineyard and the Irrigation System, but in doing so must reinstate the Common Property as near as possible to its condition prior carrying out such works.
- 11.10 The Executive Committee may enter into an agreement with the proprietor of Lot 3 so that the rights conferred by this by-law may be more readily given effect, varied or changed.
- 11.11 If the proprietor of lot 3 requests the Community Association to resume the exclusive rights granted under this clause then it must in writing, whereupon all such rights come to an end and the Community Association must thereafter provide all aspects of the Sewerage System to Lots including taking the Re-use water into the Irrigation System and all necessary maintenance.
- 11.12 This by-law may only be amended by written agreement between the Executive Committee and the proprietor of Lot 3.
- 11.13 The Community Association and the proprietor of Lot 3 must comply with their respective requirements being those applicable to their respective responsibilities under By-law 41 under any water licence pollution control approval and licence, legislation or regulation granted for the use and irrigation of water at Nangarin Vineyard Estate. All costs associated with such compliance in respect of use of irrigation rights by the proprietor of Lot 3 must be borne by the proprietor of Lot 3. These requirements include, but are not limited to compliance with any existing approval of the Environment Protection Authority for the conveyance, treatment and removal of sewage and Re-use water as are more fully set out in the Nangarin Vineyards Estate Environmental Management Plan lodged by the Original Proprietor with Wollondilly Shire Council.
- 11.14 The irrigation rights conferred by this by-law are over the area shown on Concept Plan A as Vineyard.

## **12 RECREATION FACILITIES**

- 12.1 The Community Association must maintain the Recreation Facilities.

## **13 RULES**

- 13.1 The Executive Committee on behalf of the Community Association may make rules about the control, management, operation, use and enjoyment of the Recreational Facilities provided at Nangarin Vineyard Estate.

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13.2 The Community Association may change or add to its rules at any time.

13.3 You must comply with the rules made by the Community Association.

### **14 USING THE RECREATIONAL FACILITIES**

14.1 An Occupier of a Lot and the visitors of that Occupier may use the Recreational Facilities. Owners not occupying Lots may not also use the Recreational Facilities.

14.2 The Recreational Facilities may only be used during hours nominated by the Community Association.

14.3 You and your Occupiers must make sure that an adult exercising effective control accompanies children under 12 who are in your care or the care of your Occupier (as the case may be) when the children use the Recreational Facilities.

14.4 Owners and Occupiers using the Recreational Facilities must not:

14.4.1 run, play, be noisy or do anything that might be dangerous in the Recreational Facilities;

14.4.2 hold parties or other functions in or upon the Recreational Facilities without the consent of the Community Association; or

14.4.3 interfere with, the operation or adjustment of the Recreational Facilities equipment without the Community Association's consent.

14.5 You and your Occupiers must comply with any rules the Community Association makes about using the Recreational Facilities.

### **15 MANAGEMENT OF NANGARIN VINEYARD ESTATE**

15.1 The Community Association may make agreements with third parties about control, management and maintenance of any aspect of the Community Property including Recreational Facilities.

15.2 The Community Association intends to enter into an agreement or agreements with the Manager during the initial period. Those agreements are disclosed in this by-law for the purpose of section 24 of the Act.

15.3 The Community Association has the power to appoint and enter into agreements with the Manager to provide managerial and operational services for Nangarin Vineyard Estate.

15.4 The term of the agreement may be up to 10 years with one option period of up to 10 years each. The agreement must contain provisions about:

15.4.1 the rights of the Community Association and Manager to terminate the agreement early and the Manager's right to assign the agreement to a third party for the care, maintenance and operation of Nangarin Vineyard Estate.

15.5 The Manager has the sole right to enter into an agreement with the Community Association to conduct a letting service and a tenancy management service and to provide auxiliary services to Nangarin Vineyard Estate.

## MANAGEMENT STATEMENT

15.6 The Community Association and any other person must not enter into an agreement or other agreements which will authorise or permit any other person to exercise the rights and privileges conferred by this by-law on the Manager, except with the prior consent of the Manager.

15.7 The Community Association intends during the initial period to enter into a management agreement the effect of which is disclosed for the purposes of the Act as follows:

**Parties:** The Community Association and Manager

**Term:** 10 + 10,

**Duties:** The duties of the Manager are:

15.7.1 the provision of services and facilities consistent with the theme reserved under By-Law 1;

15.7.2 according to the directions of the Community Association the maintenance, repair and replacement of community property and equipment including the Sewerage System, the cleaning, gardening, landscaping and security of the Community Property use of which is restricted to the Community Association or any personal property vested in the Community Association;

15.7.3 the provision of services to the Community Association or the Owners and occupiers of Lots, including without limitation, the services of a handyman, cleaning and servicing, food and drink service;

15.7.4 a letting or property management and sales service;

15.7.5 according to the directions of the Community Association the supervision of any employees or contractors of the Community Association;

15.7.6 any other matter, activity or thing which the Community Association agrees is necessary or desirable having regard to the operational and management requirements of the Community Association; and

15.7.7 as directed and in accordance with the requirements of the Community Association controlling the storage of garbage and arranging for collection of it; and

15.7.8 according to the directions of the Community Association manage any or all of the Private Association Services, but excluding any services which only a managing Agent may perform on appointment under section 50 of the Act.

15.8 The agreement may include some or all of these services, but there is no obligation upon the Community Association to enter into any management agreement.

### 15.9 Privileges of the Manager

The Manager has the sole right to conduct a letting service and to provide ancillary and other services to Subsidiary Bodies and proprietors of Lots in the Community Scheme.

### 15.10 Remuneration

An annual sum comprising:

## MANAGEMENT STATEMENT

15.10.1 the costs of performing the duties under the agreement assessed at market rates and agreed to by the Community Association; plus

15.10.2 an additional fee equivalent to 20% of the aggregate of those costs.

15.10.3 The agreement will provide for review of the annual fee at the end of each three year period of the Term.

### 15.11 Assignment

The Manager has the right to assign its rights under the agreement to a respectable and responsible assignee.

### 15.12 Termination

15.12.1 The agreement may be terminated by the Community Association if:

15.12.1.1 the Manager assigns its interest in the agreement in breach of assignment provision;

15.12.1.2 the Manager fails or neglects to carry out its duties after 21 days notice of same from the Community Association or such other period as is reasonable in the circumstances

15.12.1.3 the Manager is guilty of gross misconduct or gross negligence in performance of its duties; or

15.12.1.4 the Manager enters into liquidation.

15.12.2 The agreement may be terminated by the Manager:

15.12.2.1 if the Community Association fails or neglects to carry out its duties after 21 days notice of same from the Manager or such other period as is reasonable in the circumstances;

15.12.2.2 if the Community Association fails to pay to the Manager its remuneration or other moneys payable within 14 days of the due date whether or not any formal demand has been made; if an order is made by the Supreme Court of New South Wales for variation or termination of the Community Scheme; or

15.12.2.3 at any time during the term of the agreement upon giving 3 months prior notice to the Community Association.

15.13 The Community Association intends to enter into an agreement or agreements with the Proprietor Of Lot 3 during the initial period and has the power to do so. Those agreements are disclosed in this by-law for the purposes of section 24 of the Act as follows:

**Parties:** The Community Association and the Proprietor Of Lot 3

**Term:** While ever the Proprietor Of Lot 3 is the proprietor of Lot 3

**Duties:** The duties of the Proprietor Of Lot 3 are:

## **MANAGEMENT STATEMENT**

15.13.1 provision of managerial and operational services for the Vineyard Operation carried out on those parts of the Community Property as are subject to the exclusive use rights granted to the proprietor of Lot 3;

15.13.2 Construction, maintenance and farming of Vineyard; and

15.13.3 use of Re-use water from the Community Parcel;

but excluding any services which are carried out by the Manager or which only a Managing Agent may perform under section 50 of the Act.

## **16. PRIVATE SERVICES**

16.1 The Community Association may:

16.1.1 provide Private Services to an Owner;

16.1.2 arrange for the installation and maintenance of Service Lines for the provision of Private Services; and

16.1.3 contract with persons to monitor or provide, in part or in whole, Private Services.

16.2 You must not:

16.2.1 carry out any works which interfere with Private Services;

16.2.2 carry out any works which interfere with Private Services except with the approval of the Community Association; or

16.2.3 obstruct access to, overload or damage Private Services.

16.3 If you become aware of damage to or the defective operation of Private Services you must immediately give notice to the Community Association of that damage or defective operation.

16.4 The proprietor of Lot 3 may provide the Private Services.

## **17 MAINTENANCE**

17.1 Excepting those areas the subject of exclusive use rights and separate maintenance obligations the Community Association must maintain and repair all Association Property of Nangarin Vineyard Estate. The Community Association must also maintain and repair (excepting where done by Council) all grassed and landscaped public road verges including entry structures.

17.2 If any other person or entity whose obligation it is to maintain and repair any Association Property fails to do so, then the Community Association must carry out that maintenance and repair and is entitled to claim, the cost of this from the person or entity who should have carried it out.

17.3 If any Owner fails to maintain that Owner's Lot or improvements on it then, after first giving prior written notice to the Owner of its intention to do so, the Community Association may enter

onto the Lot, carry out the necessary maintenance and claim the cost of this from that Owner. An Owner must pay that cost forthwith upon receipt of the claim.

## **18 BUSHLAND**

18.1 You must use the Bushland only in accordance with any Rules set from time to time by the Executive Committee and in any case may only use it for the following purposes:

18.1.1 walking;

18.1.2 bicycling; and

18.1.3 horse riding.

18.2 The Community Association may use the Bushland for Agroforestry and community property for grazing. The Community Association may only use the land in zone A, as disclosed in Concept Plan B, for the purpose of Agroforestry.

## **PART 3 MANDATORY MATTERS**

## **19 FENCE**

19.1 Subject to this By-Law 19, provision of, and payment for internal fencing on the Community Parcel is governed by the Dividing Fences Act 1991.

19.2 The Community Association has no obligation in relation to the provision of, or payment for internal fencing on the Community Parcel, unless they resolve otherwise.

19.3 The Original Proprietor is not liable to pay for the cost or any proportion of the cost of any dividing fences or for their repair or replacement Any Owner of land adjoining that owned by the Original Proprietor wishing to fence must do so at their own expense.

19.4 The Proprietor of Lot 3 must at all times erect, maintain and cause to remain erect adequate perimeter fencing for the whole of the Vineyard area over which that Proprietor has exclusive use rights in accordance with the Pollution Control Approval.

19.5 The Community Association must erect and maintain fences around Re-use water storage areas on the Community Property in accordance with the requirements of the Pollution Control Approval.

## **20 GARBAGE**

Garbage is not to be deposited on Community Property unless a receptacle is provided by the Community Association. You must keep any garbage bin on the Lot secure, hidden from view from outside the Lot.

## **21 SERVICE**

21.1 The Community Association is responsible for and must maintain all Service Lines other than water, electricity, gas, telecommunications and stormwater drainage facilities originating

## **MANAGEMENT STATEMENT**

from public roads, all of which are the responsibility of the relevant statutory authorities. For these other maintenance obligations for Services, see paragraph 41.

21.2 This Management Statement has attached to it a prescribed diagram in respect of all Service Lines provided at The Nangarin Vineyard Estate

## 22 INSURANCE

22.1 Each year the Community Association must review:

22.1.1 the insurance policies it has effected; and

22.1.2 whether it needs new insurance policies.

22.2 Each year the Community Association Secretary must include a motion in title annual general meeting notice for the Community Association to decide if it should confirm or change its insurance policies.

22.3 Every second year, the Community Association must have a qualified valuer value the buildings and improvements on the Community Property for insurance purposes.

22.4 The Community Association must immediately effect new insurance or adjust existing insurance if there is an increase in risk or a new risk to the Community Association or the buildings and improvements on the Community Property.

22.5 You must not, except with the approval of the Community Association, do anything that might void or prejudice insurance effected by the Community Association or increase any insurance premium payable by the Community Association.

## 23 EXECUTIVE COMMITTEE

23.1 Constitution

### MANAGEMENT STATEMENT

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

23.1.2 The Executive Committee may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit

23.2 **Chairperson, Secretary and Treasurer**

The offices of the Executive Committee are the Secretary, Treasurer and Chairperson.

### **Function of Secretary**

The functions of the secretary are to:

23.2.1 convene a meeting of the Community Association and meetings of the Executive Committee;

### MANAGEMENT STATEMENT

- 23.2.2 distribute minutes of meetings of the Community Association meetings of the Executive Committee;
- 23.2.3 give notices under the Act for the Community Association and the Executive Committee;
- 23.2.4 supply certificates about contributions, insurance and other matters under clause 2 of Schedule 4 of the Act;
- 23.2.5 answer communications sent to the Community Association;
- 23.2.6 perform administrative and secretarial functions for the Community Association and the Executive Committee; and
- 23.2.7 keep records for the Community Association and the Executive Committee according to the Act

### **Functions of the Treasurer**

The functions of the Treasurer are to:

- 23.2.8 send notices of contribution to Community Association members and collect contributions;
- 23.2.9 receive, acknowledge, bank and account for money paid to the Community Association;
- 23.2.10 prepare certificates about contributions, insurance and other matters under clause 2 of Schedule 4 of the Act;
- 23.2.11 keep accounting records for the Community Association according to the Act; and
- 23.2.12 prepare financial statements according to the Act

### **Function of the Chairperson**

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

## **24 APPOINTING SUBCOMMITTEES**

- 24.1 The Executive Committee may appoint subcommittees to investigate and report on issues relating to the management and operation of Nangarin Vineyard Estate.
- 24.2 The Subcommittee may conduct investigations and perform functions for the Committee.

## **25 HOW TO CONVENE AN EXECUTIVE COMMITTEE MEETING**

- 25.1 Executive Committee meetings must be convened:

## **MANAGEMENT STATEMENT**

- 25.1.1 by the Secretary of the Community Association if it is asked to do so by one-third of the Executive Committee members; or
- 25.1.2 by another Committee member if, in the Secretary's absence, one-third of the Executive Committee members ask it to do so.

25.2 The Secretary or the other Executive Committee member must convene the meeting:

- 25.2.1 within the time specified in the notice asking for the meeting; or
- 25.2.2 if the notice does not specify a time, within 14 days of being asked to convene a meeting;
- 25.2.3 you or your nominee may attend Executive Committee meetings. You may address the meeting only if the Executive Committee agrees; and
- 25.2.4 you or your nominee may attend the Council meetings of your Subsidiary Body. You may address the meeting only if the Council of your Subsidiary Body agrees.

### **25.3 Notice Board**

The Executive Committee must fix a notice board in a prominent place on Community Property.

## **26 NOTICE OF MEETING**

- 26.1 The Executive Committee must, not less than 72 hours (or such other period as the Executive Committee may decide) immediately before the Executive Committee calls a meeting, put on a notice board:
  - 26.1.1 a notice advising that the meeting will be held; and
  - 26.1.2 the agenda for the meeting.

## **27 PLACE OF MEETING**

- 27.1 Meetings of the Executive Committee must be held on site at a place determined by the Executive Committee or within ten (10) kilometres of the Manager's office as determined by the Executive Committee.
- 27.2 The agenda for a meeting must include details of all business to be dealt with at the meeting.
- 27.3 No business will be dealt with at a meeting unless details of that business are set out in the agenda for that meeting

## **MANAGEMENT STATEMENT**

## **28 EXECUTIVE COMMITTEE DECISIONS**

The Executive Committee may vote on a motion in writing if:

28.0.1 the notice of the meeting and agenda has been provided according to this management statement;

28.0.2 each Executive Committee member has been given the motion to be decided at the meeting;

28.0.3 a majority of the Executive Committee members approve the motion in writing.

## **29 MINUTES OF MEETINGS**

29.1 The Secretary or the Executive Committee member who convenes a meeting of the Executive Committee must:

29.1.1 put minutes of the meeting on the notice board within 7 days after the meeting; and

29.1.2 make sure the minutes stay on the notice board for at least 14 days.

## **30 RECORDS OF EXECUTIVE COMMITTEE MEETINGS**

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

30.0.1 with the Community Association's records; and

30.0.2 be for 7 years from the date of the meeting (or for the period the law requires Community Association to keep its meeting records).

## **31 NO REMUNERATION**

31.1 Members of the Executive Committee are not entitled to any remuneration for the performance of their functions but are entitled to be reimbursed for reasonable out-of-pocket expenses incurred by them in their performance of their functions.

## **32 PROTECTION OF EXECUTIVE COMMITTEE MEMBERS FROM LIABILITY**

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

# **PART 4 OPTIONAL MATTERS**

## MANAGEMENT STATEMENT

### 33 KEEPING OF ANIMALS

33.1 You may keep no more than 5 animals on each Lot. On making up those 5, you may have no more than the following numbers of the following types of animals:

33.1.1 3 dogs;

33.1.2 3 cats;

33.1.3 2 horses.

33.2 You may not keep any of the following animals on your Lot or on any Community Parcel:

33.2.1 Pit Bull Terrier;

33.2.2 American Pit Bull Terrier;

33.2.3 Doso Argentine;

33.2.4 Fila Braglleiro;

33.2.5 Japanese Tosa;

33.2.6 any cross breed of the above;

33.2.7 any dog which the Australian Government prohibits from importation into Australia;

33.2.8 any dog which is not registered under the Dog Act 1996 (NSW); and

33.2.9 any dog which is a dangerous under the Dog Act 1996 (NSW).

33.3 You cannot carry out any of the following activities on your Lot or on any Community Property:

33.3.1 the raising or keeping of pigs;

33.3.2 the raising or keeping of poultry for profit;

33.3.3 the raising, keeping, training, racing or boarding of dogs for profit;

33.3.4 any noxious, noisy, ill smelling or offensive trade, business or activity;

33.3.5 keeping of bees.

## **MANAGEMENT STATEMENT**

- 33.4.1 Cats must be kept inside house at all times and not allowed outside on any part of the Community Parcel.
- 33.4.2 Dogs may only be kept on a lot if they are housed within a dog-proof area.
- 33.4.3. Dog-proof areas are permitted only behind the main building on any Lot.
- 33.4.4 You will comply with any additional rules which the Community Association may make from time to time regarding the keeping of animals on Lots or on Community Property.
- 33.4.5 If requested by the Community Association on reasonable grounds you must promptly remove any animal from your Lot or the Community Property. You must dean up all excrement and other damage or refuse caused or left upon the Community Property by your animal.
- 33.4.6 All animals must be contained wholly within your own Lot and when taken upon Community Property any dog must be on a leash.
- 33.4.7 You must comply with all Council and other statutory requirements in relation to animals and the keeping of them.

## **34 SAFETY AND SECURITY MEASURES**

- 34.1 The Community Association and Body must take reasonable steps to prevent fires and other hazards and must keep in good repair all bridleways and pathways for firefighting access purposes.

## **PART 5 BY-LAWS REQUIRED BY PUBLIC AUTHORITIES**

## **35 TRADING ACTIVITIES**

- 35.1 The persons bound by this statement acknowledge:
- 35.1.1 that Nangarin Vineyard Estate is located in a wine producing region and that necessary incidents of viticulture carried on around the Estate include ground and aerial spraying of grapevines and the use of agricultural equipment including, without limitation, gas guns.
- 35.1.2 that in carrying out the viticulture activities of the Nangarin Vineyard Estate, there will also be noise, sales activities, traffic generated, hours of operation outside normal business hours particularly for grape picking during harvest time and other activities which may not otherwise be evident in a normal urban environment.
- 35.2 Any Owner or Occupier who feels aggrieved by these activities must raise it with the proprietor of Lot 3 who must if necessary confer with that Owner or Occupier to endeavour in good faith to minimise any factor causing concern to that Owner or Occupier.

## **MANAGEMENT STATEMENT**

35.3 This By-Law may not be varied or deleted without the consent of Wollondilly Council.

### **36. LIQUOR LICENCE**

36.1 The Community Association grants to the Owner of Lot 3 and through its Licensee full, free and unfettered control of the conduct of the business of the Licensed Premises.

36.2 The Community Association may not require any payment or part payment to the Licensee by way of commission or allowance from or upon the receipts of the business of the Licensed Premises for liquor sold or supplied.

36.3 The Community Association must execute any document or do anything reasonably required by the Licensing Court of New South Wales, Liquor Administration Board or the Licensee to give effect to the provision of this By-Law.

36.4 This By-Law may not be varied, altered or repealed without the consent of the Licensing Court of New South Wales or the Liquor Administration Board.

36.5 You must, if required by the Liquor Administration Board or Licensing Court of New South Wales, enter into an agreement (at the expense of the Licensee) to give effect to the terms of this By-Law.

36.6 A reference to the Licensing Court of New South Wales or the Liquor Administration Board includes any court, board or entity which replaces them or exercises functions similar to those presently exercised by them.

### **37 SUBSTATION**

37.1 In this By-Law:

37.1.1 "Substation Site" means the areas shown on Concept Plan A as "electrical Substation" and any sites which are subsequently set aside under By-Law 373.1; and

37.1.2 "Substation Plant and Equipment" means an electrical substation and all electrical wires, cables and other necessary equipment for the proper functioning of an electrical substation.

37.2 The Electricity Provider is entitled to the following rights in respect of Substation Sites:

37.2.1 access to and from the Substation Sites (with or without vehicles) for all purposes permitted under this By-Law at all reasonable times;

37.2.2 to remain on Substation Sites (and those areas immediately adjacent to the Substation Sites) for any reasonable time for the purpose of;

37.2.2.1 installing Substation Plant and Equipment on a Substation Site; and

37.2.2.2 inspecting cleaning, maintaining, repairing, renewing and replacing the Substation Plant and Equipment on the Substation Site; and

## **MANAGEMENT STATEMENT**

37.2.2.3 to keep the Substation Plant and Equipment on the Substation Site for so long as that Electricity Provider is the supplier of electricity to the Community Parcel.

37.3

37.3.1 The Community Association agrees that it will, if required by the electricity provider, provide other sites on the Community Property for the installation of additional Substation Plant and Equipment;

37.3.2 The Electricity Provider may reject a proposed site if, acting reasonably, it considers the site to be unsuitable for the installation of Substation Plant and Equipment; and

37.3.3 If the Electricity Provider rejects a proposed site it may, in consultation with the Community Association and acting reasonably, choose an alternative site on the Community Property for the installation of Substation Plant and Equipment.

37.4 This By-Law may not be varied or deleted without the consent of the Electricity Provider for the time being.

## **38 DRAINAGE**

38.1 Each Lot must accept without reservation unconcentrated stormwater runoff from all other Lots within the Community Parcel.

38.2 All Lots must accept without reservation concentrated and unconcentrated stormwater runoff from the Community Property including from any access way and from any public roads created by registration of the Community Plan or the plan for any Subsidiary Land.

## **39 SEWERAGE SYSTEM**

39.1 You must comply with the requirements of Wollondilly Shire Council for disposal of sewage.

39.2 You must maintain any parts of the Sewerage System from your home and buildings to the junction point of the Community Association sewer line as are contained in their Lots so that it performs at the highest level of effectiveness. You must do nothing which may cause any interference with the sewer systems capacity to perform its functions.

39.3 Without limiting the effect of the prior subclauses, you must use exclusively the Sewerage System installed in the Community Parcel and shown in the Services Diagram.

## **40. WASTE**

If you produce any toxic waste or material on your Lot, you must comply with all laws relating to the disposal of such waste and material.

## **41. SERVICES**

The following authorities, entities or persons are responsible for maintenance and replacement of the Services shown adjacent below:

<b>Service</b>	<b>Authority, entity or person responsible</b>
Sewerage System	Community Association

## **MANAGEMENT STATEMENT**

Irrigation System	Owner of Lot 3 (maintenance); Community Association (replacement and running expenses including electricity, control panel and all consumables)
Water supply	Sydney Water
Electricity	Integral Energy
Gas	AGL
Telephone	Telstra
Stormwater Drainage	Community Association

## **42 ANNUAL ENVIRONMENTAL VERIFICATION REPORT**

The Community Association must supply the local Council with an Annual Environmental Verification Report for the first three years after the registration of the Community Plan showing that the development has complied with the relevant criteria and documents accompanying the original Development Application.

## **43 ENVIRONMENTAL MANAGEMENT PLAN**

- 43.1 The Community Association and the Owner of Lot 3 must at all times comply with their respective obligations in relation to the following environmental matters as are more fully set out in the Nangarin Vineyard

### **MANAGEMENT STATEMENT**

Estate Environmental Management Plan ("EMP") pursuant to the Pollution Control Approval issued for Nangarin Vineyard Estate lodged by the Original Proprietor with Wollondilly Shire Council.

- 43.2 Without limiting the effect of that EMP, it is noted that it deals with the following (amongst other things):
- 43.2.1 soil and water management;
  - 43.2.2 soil and water management maintenance;
  - 43.2.3 fuel spillage and land contamination;
  - 43.2.4 water quality ponds maintenance and macrophyte composting;
  - 43.2.5 fertiliser, fungicide and pesticide application inventory;
  - 43.2.6 noise;
  - 43.2.7 sewerage treatment plant;
  - 43.2.8 wet weather storage of reuse water;

43.2.9 Re-use water disposal system;

43.2.10 Sewerage reticulation, sewerage pump stations;

## **MANAGEMENT STATEMENT**

43.2.11 Vineyard Farm facility;

43.2.12 Noxious weed management;

43.2.13 Amendments to EMP provisions;

43.2.14 Incident management.

## **PART 6 EXCLUSIVE USE RIGHTS - VINEYARD (CLAUSE 11)**

This part governs the rights and obligations of the proprietor of Lot 3 in relation to the use and enjoyment of the exclusive use area comprising the Vineyard.

### **44 OUTGOINGS**

44.1 While ever entitled to exercise the exclusive use rights granted under this Part 6, the proprietor of Lot 3 must pay to the Community Association all outgoings (excepting those which are the responsibility of the Community Association under this Management Statement) incurred by it in relation to those parts of the Community Lot to which the proprietor of Lot 3 is entitled to exclusive use rights and caused by arising out of or in any way pertaining to the Vineyard including (without limitation):

44.1.1 Rates taxes and other charges payable to the local Municipal or Shire Council, Sydney Water or any other local government or statutory body.

44.1.2 New South. Wales land tax and other tax assessed or charged against or to the Community Association by virtue of its ownership of the Land whether by any Parliament State or Federal, (excluding capital gains and income tax) or by any authority local government or otherwise provided always that such land tax shall be calculated on the basis that the Land was the only land owned by the Community Association at the relevant time being the amount levied assessed or charged for each rating year during the term of the exclusive use rights. In the case of land tax, it is acknowledged that tax is assessed on the basis of ownership as at midnight on 31 December in the year immediately preceding the year for which the assessment is made.

44.1.3 Any other taxes rates charges assessments and other outgoings of the like nature which are at any time charged upon the Vineyard or against the Community Association in relation to it whether Governmental semi-governmental municipal or otherwise

44.1.4 All insurances including insurances on structures public risk insurance workers' compensation insurances and any other insurances reasonably effected by the Community Association in relation to any risk relating to the Community Association's ownership of the Vineyard.

44.1.5 Expenses incurred in the reasonable maintenance and repair of any plant and equipment required in connection with any of the Irrigation System.

- 44.2 A statement setting out the proprietor's contribution to Outgoings for the proprietor of Lot 3 is to be given to that proprietor each month and shall be paid by the proprietor of Lot 3 within 14 days from the issue of that statement.

## **MANAGEMENT STATEMENT**

- 44.3 In the event of default by the proprietor of Lot 3 in that payment then interest is payable on it at the rate and in the manner from time to time applicable to Judgements of the Supreme Court

## **45 INSURANCES**

- 45.1 While ever entitled to these exclusive use rights, the proprietor of lot 3 must effect and keep in force the following insurance policy in relation to the Vineyard in the joint names of the Community Association and the proprietor of lot 3 for the full insurable value with a reputable company approved by the Community Association such approval not to be unreasonably withheld:

45.1.1 A Public Risk Insurance Policy in an amount not less than \$10 million or such higher amount as may from time to time be prescribed by the Community Association for the respective rights and interests of the Community Association and the proprietor of lot 3. This policy must be in the form of a Standard Public Risk Policy as approved by the Insurance Council of Australia Limited and must bear the Insurers' endorsement agreeing to extend the indemnity under the policy to include claims arising out of any contract of indemnity contained in these exclusive rights imposing upon the proprietor of lot 3 a liability which the proprietor of lot 3 would not otherwise have been under.

- 45.2 If the proprietor of lot 3 at any time fails to effect or keep in force the policy as provided in clause 45.1 the Community Association may do all things necessary to effect or maintain such insurance and all money expended by the Community Association for that purpose must be paid by the proprietor of lot 3 to the Community Association forthwith upon demand.

## **MANAGEMENT STATEMENT**

- 45.3 The proprietor of lot 3 will, if requested by the Community Association, forthwith produce to the Community Association the policy of insurance referred to in clause 45.1 the receipt for the last premium payable in respect of that policy and a certificate of currency of it.

- 45.4 The proprietor of lot 3 will not at any time during the term of the exclusive use rights do or permit or suffer to be done any act matter or thing at the Vineyard whereby any insurances maybe vitiated or rendered void or voidable or (except with the approval in writing of the Community Association) whereby the rate of premium on any insurance may be liable to be increased.

## **46 USE**

### **46.1 Permitted Use of Vineyard**

The proprietor of lot 3 may not use the Vineyard or any part of it for any purpose or business other than as a Vineyard and for wine making., wine sales, restaurant and associated uses without the prior written consent of the Community Association. The proprietor of lot 3 has exclusive rights to use the water in the dams, the Re-use water from the treatment plant, stored Re-use water and irrigation pump station on the Community Property for the purpose of irrigation of the Vineyard and other purposes associated with the operation of the Vineyard.

## **46.2 Statutory Consent to Use**

The Community Association does not warrant the use to which the Vineyard may be put and the proprietor of lot 3 must satisfy itself as to this and obtain all necessary consents or approvals of any authority necessary for the proprietor of lot 3 to carry on its activities upon Lot 3.

## **MANAGEMENT STATEMENT**

### **46.3 No Residential Use**

Without limiting the earlier parts of this by-law, no part of Lot 3 may be used for residential purposes.

## **47 UTILITY CHARGES AND RATES**

47.1 Excepting for those charges which are the responsibility of the Community Association under this Management Statement, the proprietor of lot 3 must pay to the proper authorities all other charges for telephones upon and electricity consumed on the Vineyard and for all excess water (if separately metered) and all other charges and impositions levied by any public authority for the supply of any service separately metered to the Vineyard.

47.2 The proprietor of lot 3 must pay all rates levied on Lot 1 by the local Council.

## **48 COMMUNITY PROPERTY**

48.1 The proprietor of lot 3:

48.1.1 has exclusive use rights to the Vineyard established on and which forms of Community Property;

### **MANAGEMENT STATEMENT**

48.1.2 must comply at its expense with the terms of any water licence granted for the use and irrigation of water for the Vineyard;

48.1.3 is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Vineyard;

48.1.4 is responsible for all operating expenses of the Vineyard.

will operate the Vineyard at times determined by it from time to time.

48.2 No proprietors or occupiers of lots in the Nangarin Vineyard Estate other than the proprietor or occupier of Lot 3 shall have access to the Vineyard.

48.3 Any dwelling or structure on the Vineyard erected and used for the purpose of storage of produce and equipment shall be restricted to the proprietor of lot 3 apart from areas designated by the proprietor of Lot 3.

## **49 ASSIGNMENT**

- 49.1 The exclusive use rights granted to the proprietor of Lot 3 under this management statement run with the land for the benefit of the proprietor of Lot 3 from time to time (subject to any termination of them pursuant to this Management Statement).
- 49.2 The proprietor of lot 3 may assign or license any third party to enjoy the whole or any part of the exclusive use rights otherwise enjoyed by the proprietor of lot 3 or such terms as it considers appropriate. In so doing, the proprietor of lot 3 remains responsible to the Community

## **MANAGEMENT STATEMENT**

Association for the due compliance with the obligation upon the proprietor or lot 3 under these exclusive use rights.

## **50 INDEMNITIES AND RELEASES**

- 50.1 The proprietor of lot 3 agrees to occupy use and keep the Vineyard at the risk of the proprietor of lot 3 and hereby releases to the full extent permitted by law the Community Association and its contractors and employees from all claims and demands of every kind and from all liability which may arise in respect of any accident or damage to property or death of or injury to any person of whatsoever nature or kind in or near the Vineyard and the proprietor of lot 3 agrees that the Community Association will have no responsibility or liability for any loss of or damage to fixtures or personal property of the proprietor of lot 3.
- 50.2 Without limiting the generality of the foregoing, the Community Association will not be liable to the proprietor of lot 3 or any person claiming through or under the proprietor of lot 3 for any damages the proprietor of lot 3 or any clerk servant licensee invitee workman employee client agent customer or visitor of the proprietor of lot 3 may suffer by reason of any injury or damage to any person or property who or that may be at any time in the Vineyard arising from the overflow or flooding of water or sewerage effluent which may come onto the Vineyard.

## **51 MAINTENANCE, REPAIR AND ALTERATIONS**

### **51.1 Repair**

The proprietor of lot 3 must during the whole of the term and otherwise so long as the proprietor of lot 3 may remain in possession or occupation when where and so often as needed maintain repair and keep the whole of the Vineyard in good and substantial repair working order and condition including all machinery plant equipment fixtures and things in or on the Vineyard or Lot 3.

### **51.2 Entry for Repair**

The Proprietor Of Lot 3 will permit the Community Association at all times on reasonable notice, except in the case of emergency when no notice is required, to enter and carry out repairs to Community Property in compliance with the Community Association's obligations of the Community Association provided always that in the exercise of any such power no undue inconvenience is caused to the Proprietor Of Lot 3.

## **PART 7 DICTIONARY**

Definitions and interpretations.

**"Act"** means Community Land Management Act 1989 (as amended);

**"Agroforestry"** means the running of a small number of grazing animals in forest areas;

**"Architectural Scheme"** is the architectural, building and landscape standards set out in Part 1 of this Management Statement;

## **MANAGEMENT STATEMENT**

**"Association Property"** means Lot 1, and any buildings, other fixtures or improvements on or in it and any personal property of the Community Association and includes all Service Lines located in the Community Property providing private services or in an easement of which the Community Association has the benefit;

**"Bushland"** means the part of the Community Property identified as such on the Concept Plan A;

**"Community Association"** means that which comes into existence upon registration of the Community Plan;

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

**"Community Lot"** means Lots 2-39 in the Community Plan attached to this Management Statement;

**"Community Parcel"** means all the Community Development Lots (including any Subsidiary Land) and the Community Property;

**"Community Plan"** means Deposited Plan No, 270216;

**"Community Property"** means lot 1 shown in the Concept Plan;

**"Concept Plan"** means the plan or plans labelled as a concept plan which provides an outline of Nangarin Vineyard Estate;

**"Council"** means Wollondilly Shire Council;

**"Executive Committee"** is the executive committee of the Community Association;

**"Geotechnical Survey"** means the report by Engineering Soils and Surveys Pty Limited regarding the Community Parcel (prior to registration of the Community Plan) dated November 1998;

**"Government Agency"** is a governmental or semi-governmental administrative, fiscal or judicial department or entity;

**"Initial Period"** means that period defined in the Act;

**"Irrigation System"** means the system installed by the Original Proprietor in the Vineyard for the watering of the Vineyard with Re-use water commencing from (and including) the inlet

flange of the first Re-use water tank outside the sewerage treatment plant and extending to the irrigation lines and the sprinklers and probes in the Vineyard. The Irrigation System includes all pipelines and valves connecting the large dam and bore to the irrigation pump station and the irrigation pump station itself;

**"Licensed Premises"** means any part of any land or building erected on lot 3 now or in the future for which a license for the sale or supply of liquor is granted;

## **MANAGEMENT STATEMENT**

**"Licensee"** means the person to whom the relevant authorities grant the license for the Licensed Premises;

**"Lot"** means a Community Development Lot, Neighbourhood Lot or Strata Lot in the Community Plan;

**"Manager"** is Bradman Nangarin Pty Limited (ACN 087 557 417) or any other person the Community Association appoints as its replacement;

**"Nangarin Vineyard Estate"** is the land in DP270216;

**"Occupier"** means a person who occupies a Lot in Nangarin Vineyard Estate;

**"Original Proprietor"** means Bradman Nangarin Pty Limited (ACN 087 557 417);

**"Owner"** means an owner of a lot in Nangarin Vineyard Estate;

**"Pollution Control Approval"** means the pollution control approval number 004182 issued for Nangarin Vineyard Estate by the Environment Protection Authority;

**"Private Service"** is any service which is not a Statutory Service;

**"Recreational Facilities"** are facilities on Community Parcel including:

the tennis courts and picnic area surrounding the tennis court;

walkway around Nangarin Vineyard Estate;

bridle trail;

Bushland;

**"Restricted Use Areas"** are the following parts of the Community Parcel:

Vineyard;

dams;

**"Re-use water"** means the treated water by-product of the Sewerage Disposal System;

**"Re-use water storage areas"** means the areas shown as such on Concept Plan A;

**"Service"** is:

- the provision of sewerage and drainage;
- transmission by telephone, radio, television satellite or other means;
- the supply of water, gas, electricity, artificially heated or cooled air;
- security systems; and
- any other facility, supply or transmission;

## **MANAGEMENT STATEMENT**

**"Services Diagram"** means the plan labelled as "services diagram" which outlines the sewerage disposal system servicing all lots, the irrigation facilities servicing Community Development Lot 3 and other services;

**"Service Line"** is a pipe, wire, cable, duct or pole by which a Service is provided, whether they be provided by a statutory or Government Agency or be a Private Service or Special Service;

**"Sewerage System"** means the system including the sewerage treatment plant installed by the Original Proprietor in the Community Parcel for the collection and treatment of sewage and the disposal of Re-use water produced by the treatment of sewage as shown on the Services Diagram commencing from the junction point servicing each Lot and continuing with all pipes, ducts, pumping station and equipment to and including the exit of by products from the sewerage treatment works and removal of sludge, but ending at the inlet flange to the first-use water tank receiving Re-use water into the Irrigation System. The Sewerage System does not include the Irrigation System;

**"Special Resolution"** is that type of resolution of the Community Association as is defined in the Act;

**"Statutory Service"** is a service provided by a Statutory or Government Agency that provides a Service;

**"Subsidiary Land"** is any land created on registration of a resubdivision of a community development lot;

**"Vineyard"** means the exclusive use area shown on the Concept Plan as Vineyard;

**"You"** is an owner, lessee, occupier or mortgagee in possession of a lot in Nangarin Vineyard Estate.