

# DP270215

MANAGEMENT STATEMENT

AMENDED AND REVISED (AK48460)

# JACKSONS LANDING COMMUNITY MANAGEMENT STATEMENT

THIS MANAGEMENT STATEMENT REPLACES

THE ORIGINAL REGISTERED 16/5/2000

WHICH IS NOW FILED WITH

DEPARTMENTAL DEALING AK70385

REGISTERED



15-12-2015

**COMMUNITY ASSOCIATION DP NO. 270215**

**"JACKSONS LANDING"**

**COMMUNITY MANAGEMENT STATEMENT**

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### **Warning**

A. The terms of this Management Statement are binding on:

- (a) the Community Association;
- (b) each Subsidiary Body; and
- (c) each person who is an Owner, lessee, Occupier or mortgagee in possession of a Lot.

B. An Owner or Occupier of a Subsidiary Scheme is bound by the terms of:

- (a) this Management Statement;
- (b) the Neighbourhood Management Statement if the Subsidiary Scheme is a Neighbourhood Scheme; and
- (c) the by-law instrument of the Strata Scheme if the Subsidiary Scheme is a Strata Scheme.

### **Definitions**

#### **A. Statutory Definitions**

A word has the meaning given to it by a definition in the Community Titles Legislation if:

- (a) it is defined in the Community Titles Legislation; and
- (b) used but not defined in this Management Statement.

#### **B. Further Definitions**

In this Management Statement these terms (in any form) mean:

**"Acquisition Plan"** an acquisition plan and transfer under section 34 Development Act 1989;

**"Annual General Meeting"** an annual general meeting of the Community Association other than the first annual general meeting;

**"Architectural Standards"** architectural standards prescribed under this Management Statement by:

- (a) the Community Association; or
- (b) each Subsidiary Body for its Subsidiary Scheme

and amended under this Management Statement;

**"Association Property"** the Community Property and the Subsidiary Body Property of the Community Scheme;

**"Community Association"** the community association constituted on registration of the Community Plan;

**"Community Development Lot"** a lot that is not;

- (a) Community Property, a public reserve or a drainage reserve;
- (b) land that has become subject to a Subsidiary Scheme;
- (c) severed from the Community Scheme.

**"Community Facilities"** includes the following which are constructed or are to be constructed on Community Property:

- (a) Swimming Pool;
- (b) Tennis Courts;
- (c) The Station;
- (d) Gatehouse; and
- (e) Gym.

**"Community Parcel"** the land the subject of the Community Scheme;

**"Community Plan"** deposited plan number 270215;

**"Community Property"** lot 1 in the Community Plan and includes the Community Facilities;

**"Community Scheme"** the Community scheme constituted on registration of the Community Plan;

**"Community Titles Legislation"** the Development Act and the Management Act;

**"Concept Plan"** the plan of Community Property registered with these by-laws;

**"Council"** the council of the City of Sydney;

**"Developer"** Jacksons Landing Development Pty Limited ACN 073 932 206;

**"Development Act"** the Community Land Development Act 1989;

**"Development Activities"** any work which the Developer and all persons authorised by the Developer must do to complete any development on the Community Parcel including:

- (a) any form of demolition work, building work and work ancillary to or associated with building work on the Community Parcel;
- (b) the installation of services;
- (c) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
- (d) carrying out development in stages;
- (e) construction of the Community Facilities;
- (f) any form of work which the Developer, in its absolute discretion considers is necessary or desirable; and
- (g) the subdivision of land forming part of the Community Parcel by any means, including strata subdivision;

**"Development Consent"** consent orders of the Land and Environment Court dated 30 April 1999 to development application No. 1998/05087 as amended from time to time or any development consent in substitution either in whole or in part of the subject matter of the development consent;

**"Executive Committee"** the executive committee of the Community Association as constituted or elected under this Management Statement and the Management Act;

**"Excluded Dog":**

- (a) a pit bull terrier;
- (b) an American pit bull terrier;
- (c) a dogo argentino;
- (d) a fila breazileiro;
- (e) a Japanese tosa;
- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth government; and
- (h) an unregistered or dangerous dog under the Dog Act 1966;

**"Gatehouse"** the gatehouse on Lot 1 in the Community Plan and shown on the Concept Plan;

**"General Meeting"** an annual general meeting or a special general meeting of the Community Association;

**"Government Agency"** a governmental or semi-government, administrative, fiscal or judicial department or entity, a statutory authority or the Council;

**"Gym"** the gym which is or is to be constructed on Lot 1 in the Community Plan and shown on the Concept Plan;

**"House Lot"** a lot within a Strata Plan that does not have an occupiable dwelling above or below the lot and includes a terrace house;

**"Land and Environment Court"** the Land and Environment Court of New South Wales;

**"Landscape Standards"** the landscape standards prescribed under this Management Statement by:

- (a) the Community Association; and
- (b) each Subsidiary Body for its Subsidiary Scheme

as amended under this Management Statement;

**"Landscaped Areas"** any external landscaped areas of any Subsidiary Body Property;

**"Law"** includes:

- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (b) a requirement, notice, order or direction received from or given by a statutory, public or other competent authority;

**"Lot"** a Community Development Lot or a Strata Lot;

**"Management Act"** the Community Land Management Act 1989;

**"Management Statement"** this community management statement;

**"Manager"** the manager described in by-law 26;

**"Managing Agent"** an agent appointed under s50 of the Management Act;

**"Minister"** the Minister for Urban Affairs and Planning;

**"Ministerial Corporation"** the Ministerial Corporation established under section 8 of the Environmental Planning and Assessment Act 1979;

**"Non-Occupying Owner"** means an Owner who does not occupy a Lot in the Community Scheme

**"Occupier"** any person in lawful occupation of a Lot;

**"Original Proprietor"** the Owner or Owners of a Community Development Lot or Community Development Lots as at registration of the Community Plan;

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

**"Owners Corporation"** an owners corporation created on registration of a Strata Plan;

**"Permitted Person"** a person on the Community Parcel with the express or implied consent of an Owner or Occupier, the Community Association or a Subsidiary Body;

**"Plan"** the plan attached and titled "Plan Showing Areas To Be Dedicated";

**"Proposed Dedicated Property"** any or all of the areas hatched in the Plan;

**"Public Authority"** the Ministerial Corporation, Sydney Harbour Foreshore Authority or any other public authority nominated by either of them, as the context requires;

**"Real Estate Agency"** the business of any one or more of the following:

(a) inducing or attempting to induce any person to:

- (i) make an offer to buy, sell, exchange, lease, assign or otherwise dispose of a Lot;
- (ii) accept an offer to buy, sell, exchange, lease, assign or otherwise dispose of a Lot; or
- (iii) enter into a contract to buy, sell, exchange, lease, assign or otherwise dispose of a Lot;

(b) buying, selling, exchanging, leasing, assigning or otherwise disposing of a Lot, by any means including by auction;

(c) collecting rents payable in relation to any lease of a Lot;

(d) compiling for publication or compiling and publishing any document that contains a list relating solely or substantially to the acquisition or disposal of a Lot; or

(e) operating serviced apartments;

**"Recreational and Other Facilities"** any:

(a) swimming pools, gymnasiums, spas, saunas, lounges, bicycle storage facilities, accessways or other facilities constructed within Subsidiary Body Property; or

(b) audio and visual security cameras and other surveillance equipment installed on subsidiary Body Property;

**"Restricted User"** an Owner or Occupier that uses their lot as a commercial office, restaurant or shop within the Community Plan;

**"Rules"** the rules made under this Management Statement;

**"Security Key"** a key, magnetic card or other device used to:

(a) open and close doors, gates, buildings or locks; or

(b) operate alarms, security systems or communications systems;

**"Security Service Manager"** the security service manager appointed under by-law 27;

**"Security Services"** services for the prevention of any threat to the security or safety of:

(a) an Owner or Occupier; or

(b) any property situated on the Community Parcel;

**"Service"**

(a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;

(b) the provision of sewerage and drainage;

(c) transmission by telephone, radio, television, satellite or other means;

(d) security systems; and

(e) any other facility, supply or transmission;

**"Service Line"** 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 Services Plan;

**"Service Provider"** is a statutory or Government Agency or private company that provides a Service;

**"Services Plan"** the diagram showing the private services and statutory services registered with the Community Plan;

**"Strata Lot"** a lot in a Strata Plan;

**"Strata Plan"** a strata plan that subdivides a Community Development Lot;

**"Strata Scheme"** a strata scheme constituted on registration of a Strata Plan;

**"Subsidiary Body"** an Owners Corporation;

**"Subsidiary Body Property"** the common property of a Strata Scheme;

**"Subsidiary Plan"** a Strata Plan;

**"Subsidiary Scheme"** a Strata Scheme;

**"Swimming Pool"** the swimming pool which is or is to be constructed on lot 1 in the Community Plan and shown on the Concept Plan;

**"Sydney Harbour Foreshore Authority"** the Sydney Harbour Foreshore Authority established under section 10 Sydney Harbour Foreshore Authority Act 1998;

**"Tennis Courts"** the tennis courts which are or are to be constructed on Lot 1 in the Community Plan and shown on the Concept Plan;

**"The Station"** the community function centre which is constructed on Lot 1 in the Community Plan;

**"Vehicle"** includes a boat, trailer, caravan, car or any other towable item; and

**"Works":**

(a) a change to any building;

- (b) a change to any landscaping; or
  - (c) the construction of a new building(s);
- within the Community Parcel but excludes:
- (d) Development Activities; and
  - (e) internal refurbishment to a building within a Lot.

### **Interpretation**

#### **A. Construction**

In this Management Statement a reference to:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) a defined word or phrase, then other parts of speech and grammatical forms of that word or phrase have the corresponding meaning;
- (d) month or monthly means calendar month or calendar monthly;
- (e) quarter means calendar quarter;
- (f) a person includes:
  - (1) a corporation, partnership, joint venture and government body;
  - (2) the legal representatives, successors and assigns of that person; and
  - (3) where the context permits, the employees, agents, contractors and invitees of that person;
- (g) to a document includes a reference to that document as amended or replaced;
- (h) to a thing includes a part of that thing and includes a right;
- (i) by-law, attachment or annexure, means a by-law, schedule of or an attachment or annexure to this Management Statement;
- (j) Law includes all Law amending, consolidating or replacing them;
- (k) a document is a reference to a document of any kind including an agreement in writing, a certificate, a notice or an instrument;
- (l) a provision of this Management Statement is not to be construed against a party solely on the ground that the party is responsible for the preparation of this Management Statement or a particular provision;
- (m) to an asset includes all property of any nature including a business, a right, a revenue and a benefit;
- (n) a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority;
- (o) the president of a body or authority means, in the absence of a president, the senior officer of the body or authority or any other person fulfilling the duties of the president;



(p) "\$", "A\$", "Australian dollars" or "dollars" is a reference to the lawful tender of the Commonwealth of Australia; and

(q) "including" and similar expressions are not words of limitation.

#### **B. Parties bound jointly and individually**

A covenant, representation, warranty or an agreement between more than 1 person binds them jointly and severally.

#### **C. Headings**

(a) Headings and bolding are for guidance only and do not affect the construction of this Management Statement.

(b) The rights, powers and remedies provided in this Management Statement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Management Statement.

#### **D. Severability**

(a) If the whole or any part of a provision of a by-law is void, unenforceable or illegal:

- (1) it is severed; and
- (2) the remainder of these by-laws have full force and effect.

(b) This clause has no effect if the severance alters the basic nature of this Management Statement or is contrary to public policy.

#### **E. Community Association Approval**

(a) A person must make an application for approval of the Community Association or the Executive Committee under this Management Statement in writing.

(b) Subject to an express provision in this Management Statement, the Community Association and the Executive Committee may in their absolute discretion:

- (1) give approval conditionally or unconditionally; or
- (2) withhold their approval.

(c) Subject to an express provision in this Management Statement or any provision of the Community Titles Legislation, consents by the Community Association under this Management Statement may be given by:

- (1) the Community Association at a general meeting; or
- (2) the Executive Committee at an Executive Committee meeting.

#### **F. Community Association Exercise of Rights**

(a) The Community Association may exercise a right, power or remedy:

- (1) at its discretion; and
- (2) separately or concurrently with another right, power or remedy.

(b) 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.

(c) Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise later.

## **Part 1 - By-Laws Fixing Details of Development**

### **Amendments to by-laws**

These by-laws concern the control and preservation of the essence or theme of the Community Scheme and may only be amended or revoked by a unanimous resolution of the Community Association. (*See section 17(2) of the Management Act*).

### **By-law 1. Architectural Standards and Landscape Standards**

#### **Standards**

**1.1** The Community Association may prescribe and amend Architectural Standards and Landscape Standards for the Community Parcel.

**1.2** A Subsidiary Body may prescribe Architectural Standards and Landscape Standards for a Subsidiary Scheme.

**1.3** If a Subsidiary Body prescribes Architectural Standards and Landscape Standards under this by-law:

(a) the Subsidiary Body must promptly serve on the Community Association a copy of any Architectural Standards and Landscape Standards prescribed; and

(b) thereafter the Community Association is responsible for those Architectural Standards and Landscape Standards.

**1.4** If Architectural Standards and Landscape Standards are prescribed under this by-law, then the parties bound by this Management Statement are bound by those Architectural Standards and Landscape Standards.

#### **Conflict**

**1.5** If there is a conflict between the Architectural Standards or Landscape Standards as prescribed by a Subsidiary Body and the Architectural Standards or Landscape Standards as prescribed by the Community Association, the Architectural Standards and Landscape Standards of the Community Association prevail.

#### **Application to amend**

**1.6** An Owner or Occupier may request the Community Association to amend for that Lot the Architectural Standards or the Landscape Standards or both.

**1.7** A Subsidiary Body may request the Community Association to amend the Architectural Standards or the Landscape Standards or both.

**1.8** An application must contain sufficient detail of the proposed amendments to enable the Community Association or the Subsidiary Body or both of them to understand with reasonable certainty the nature and extent of the proposed amendments.

#### **Decision of Community Association**

**1.9** The Community Association must refer an application to amend the Architectural Standards or Landscape Standards or both to a General Meeting for the decision by that General Meeting.

**1.10** The Community Association may, in order to determine an application, request additional information, reports or documents.

**1.11** By unanimous resolution, the Community Association may amend the Architectural Standards or Landscape Standards or both.

#### **Copy of Standards to be provided**

**1.12** If the Community Association amends the Architectural Standards or Landscape Standards, then the Community Association must, within a reasonable time, deliver a copy of the amendments to:

- (a) each Subsidiary Body; and
- (b) each owner of a Community Development Lot.

**1.13** If requested by an Owner or Subsidiary Body, the Community Association must provide, at the reasonable cost of that Owner or Subsidiary Body, a current copy of the Architectural Standards and Landscape Standards or both.

**1.14** If requested by an Owner, a Subsidiary Body must provide, at the reasonable cost of that Owner, a current copy of the Architectural Standards and Landscape Standards or both for that Subsidiary Scheme.

## **By-law 2. Building Works and Alterations**

### **Approvals**

**2.1** A person must not carry out Works on any Lot, Community Property or Subsidiary Body Property unless that person first obtains the written consent of the Executive Committee.

**2.2** In addition to the approval of the Executive Committee under by-law 2.1, a person must obtain the consent of:

- (a) the relevant Subsidiary Body; and
- (b) if required, the Council or other Government Agency.

### **Plans and Specifications**

**2.3** Any party seeking approval for the carrying out of any Works must submit plans and specifications for the approval of the Executive Committee.

**2.4** The Executive Committee may retain the services of an independent consultant with special skills and expertise in:

- (a) architecture;
- (b) landscaping; or
- (c) any other relevant discipline

to advise and assist the Executive Committee in performing its powers under this by-law. The costs of the independent consultant may be charged to the lot account of the Owner seeking approval for the carrying out of Works as if they were a contribution under the *Community Land Management Act 1989*, with all the same rights of recovery to apply.

### **Decision of Executive Committee**

**2.5** In making its decision on whether to consent to an application to carry out Works, the Executive Committee must ensure that the proposed Works:

- (a) are consistent with the essence or theme of the Community Scheme; and
- (b) comply with the Architectural Standards and Landscape Standards.

**2.6** To assist the Executive Committee with its decision on any plans and specifications, the Executive Committee may request a person to submit:

- (a) additional plans and specifications;
- (b) additional information, reports or documents;
- (c) details of changes to be made to the plans and specifications if a Government Agency or Council or both require those changes; and
- (d) any other relevant information, facts or material.

**2.7** If the Executive Committee does not make a decision within 3 months after receiving all information required to make a decision, then it has not approved the Works.

**2.8** If the Executive Committee approves the Works, then that approval does not prevent the Executive Committee from disapproving or approving with conditions future Works of the same or similar nature.

#### **Expert Determination**

**2.9** A party must endeavour in good faith to resolve a dispute under this Management Statement before any action is taken under by-law 2.10.

**2.10** In the event a person disputes that the Executive Committee has properly applied the Architectural Standards and Landscape Standards in making a determination under this by-law, then the matter can be referred to an expert determinator as appointed by the President of the Australian Institute of Architects.

**2.11** A decision of the expert determinator appointed under by-law 2.10, is a decision of the Executive Committee and binds all parties.

#### **Conditions of Approval and Bond**

**2.12** The Executive Committee may require an applicant to deposit a bond of a kind and upon conditions acceptable to the Executive Committee to be held on account of any damage that may be caused to Community Property or Subsidiary Body Property as a result of any Works.

**2.13** Subject to by-law 2.14 any bond lodged under this by-law must be returned to the applicant within 90 days after:

- (a) notification by the applicant of completion of the Works; and
- (b) request for return of the bond.

**2.14** The Executive Committee can deduct from the Bond a reasonable amount (if any) for damage to Community Property or Subsidiary Body Property.

#### **Works**

**2.15** Prior to the carrying out of any Works, a party must obtain the necessary approvals in accordance with this by-law.

**2.16** During the carrying out of any Works, a party must:

- (a) ensure no damage to Service Lines, pipes or services within the Community Scheme;
- (b) ensure that the Works are carried out in a proper and workmanlike manner;
- (c) ensure the Works are carried out to the satisfaction of the appropriate Subsidiary Body, the Community Association and, if appropriate, the Council or other Government Agency;
- (d) repair any damage caused to Community Property or Subsidiary Body Property or both as a result of the Works; and
- (e) carry out the Works promptly.

**2.17** No Works will be permitted to be constructed or remain unless approval has been obtained under this by-law and the provisions of this by-law 2 have been complied with.

### **By-law 3. External Fixtures**

#### **Appearance**

**3.1** An Owner or Occupier or a Subsidiary Body may only construct, install or maintain on or in a Lot, Community Property or Subsidiary Body Property anything which can be seen from outside the Lot, Community Property or Subsidiary Body Property if that Owner or Occupier first obtains the approval of the Executive Committee.

**3.2** By-law 3.1 only applies if in the reasonable opinion of the Community Association the thing which can be seen from outside the Lot, Community Property or Subsidiary Body Property:

(a) is not in keeping with the building on or the landscaped areas of the Lot, Community Property or Subsidiary Body Property; or

(b) does not comply with:

- (1) the Architectural Standards;
- (2) the Landscape Standards; or
- (3) both.

### **Transmitting and Receiving Devices**

**3.3** A Subsidiary Body must not construct, install or maintain on or in a Lot, Community Property or Subsidiary Body Property any television, radio or other aerial antenna, dish or tower or any other transmitting or receiving device:

(a) which is constructed or installed above the front elevation of a roof in a House Lot, Community Property or Subsidiary Body Property; or

(b) which can be seen from outside the House Lot, Community Association or Subsidiary Body Property

### **Air-conditioning**

**3.4** An Owner or Occupier, the Community Association or a Subsidiary Body must not install or maintain on or in a Lot, Community Property or Subsidiary Body Property any air-conditioning unit:

(a) which emits noise which is 5 DBA above the ambient background noise;

(b) unless the approval of the Executive Committee has been obtained under by-law 2; and

(c) in the case of a Strata Lot, unless:

(1) the installation parameters forming part of the Architectural Standards has been complied with; and

(2) a certification has been provided to the Executive Committee by an electrical consultant certifying that the switchboard for the Lot has capacity to cater for the additional load resulting from that air-conditioning unit.

### **Approval of Executive Committee**

**3.5** Without limiting this by-law, a person must obtain the written consent of the Executive Committee before that person places on a Lot, Community Property or Subsidiary Body Property:

(a) subject to by-laws 3.6 and 3.7, any signs, placards, banners, notices or advertisements;

(b) shutters, blinds, canopies, awnings, security devices or any external improvement other than fly screens;

(c) television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device;

(d) any solar energy collector panels and equipment associated with them;

(e) any energy conservation equipment; or

(f) a solar hot water system and equipment associated with it.

**3.6** In addition to the approval of the Executive Committee required under by-law 3.5, a person must obtain the consent of:

(a) the relevant Subsidiary Body; and

(b) if required, the Council or other Government Agency.

#### **By-law 4. Maintenance**

**4.1** An Owner or Occupier must keep that Owner's or Occupier's Lot clean and tidy and in good repair and condition.

##### **Exterior Maintenance**

**4.2** An Owner or Occupier (and in the case of a Strata Lot, the Owners Corporation) must carry out all maintenance and repairs to the exterior of the building on the Lot:

- (a) in a proper and workmanlike manner;
- (b) promptly;
- (c) to the reasonable satisfaction of the Community Association; and
- (d) in compliance with the Architectural Standards and the Landscape Standards.

##### **Community Association to give notice**

**4.3** The Community Association may give a notice to an Owner or Occupier or an Owners Corporation requiring that Owner or Occupier or Owners Corporation to comply with the terms of this by-law.

**4.4** If an Owner or Occupier or Owners Corporation does not comply with this by-law, then the Community Association may exercise its rights under by-law 23.2.

##### **Maintenance of Subsidiary Body Property**

**4.5** Each Subsidiary Body must maintain its respective Subsidiary Body Property:

- (a) in a proper and workmanlike manner;
- (b) regularly;
- (c) to the reasonable satisfaction of the Community Association; and
- (d) in compliance with the Architectural Standards and the Landscape Standards.

#### **Part 2 - Restricted Community Property**

##### **Amendment to by-laws**

*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-law to use the restricted Community Property. (See section 54 of the Management Act.)*

#### **By-law 5. Recreational and Other Facilities**

**5.1** If a Community Development Lot is to be subdivided by a Subsidiary Plan, the Owner of that Community Development Lot may arrange for the Subsidiary Body created on registration of that Subsidiary Plan to grant restricted use of any Recreational and Other Facilities to the Community Association.

**5.2** The restricted use referred to in this by-law is a special privilege for the Community Association to control, manage, operate, maintain and replace the Recreational and Other Facilities.

**5.3** The Community Association accepts all grants of restricted use of any Recreational and Other Facilities.

**5.4** The use of any Recreational and Other Facilities may be restricted to the Owners of certain Subsidiary Schemes.

**5.5** If any Recreational and Other Facilities are restricted to the Owners of certain Subsidiary Schemes, the Subsidiary Bodies of those Subsidiary Schemes may grant the restricted use by by-law or agreement. The by-law or agreement must state that:

(a) the Community Association is responsible for the control, management, operation, maintenance and replacement of the Recreational and Other Facilities; and

(b) those Subsidiary Bodies must reimburse the Community Association for the cost of the respective Recreational and Other Facilities in proportion to their respective unit entitlement as stated on the Community Plan.

**5.6** If any of the Recreational and Other Facilities restricted under this by-law includes a swimming pool, then the by-law instrument for any Subsidiary Scheme must include the terms and conditions set out in by-law 7.11.

**5.7** The Community Association may enter into agreements with third parties about the control, management, maintenance and replacement of the Recreational and Other Facilities.

### **Part 3 - Mandatory Matters**

#### **Amendment to by-laws**

These by-laws may only be amended or revoked by a special resolution of the Community Association (*See section 14(3)(C) of the Management Act*).

#### **By-law 6. Community Property**

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

**6.2** An Owner or Occupier must obtain the written approval of the Community Association before that Owner or Occupier does any of the following to Community Property:

(a) leaves anything on Community Property;

(b) obstructs the use of Community Property;

(c) uses any part of the Community Property for the Owner's or Occupier'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.

**6.3** An Owner or Occupier must:

(a) give notice to the Community Association of any damage to or defect in the Community Property immediately after an Owner or Occupier becomes aware of any such damage or defect;

(b) use anything on the Community parcel only for the 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 Owner or Occupier or a Permitted Person.

## **By-law 7. Community Facilities**

**7.1** Subject to by-laws 7.2 and 7.6 the Community Facilities are available for use by Owners and Occupiers and Permitted Persons, and, in the case of the Tennis Courts as referred to in by-law 7.3 and by-law 29, members of the public.

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

### **Tennis Courts**

**7.3** The Tennis Courts are available:

- (a) for use by an Owner or Occupier; and
- (b) for use and hire by members of the public.

**7.4** The Tennis Courts will be available for hire six days per week (excluding Sunday) between the times of 8am to sunset or such other times as nominated by the Executive Committee.

**7.5** By-law 29 confers a right on members of the public to hire and use the Tennis Courts.

### **Restricted Users**

**7.6** The Restricted Users:

- (a) cannot use The Station or the Gym;
- (b) must make a booking with the Manager appointed under by-law 26 before using the Swimming Pool and the Tennis Courts; and
- (c) can only use the Swimming Pool and the Tennis Courts between the hours of 6.30am and 7.30pm Monday to Friday.

**7.7** If a booking is made under by-law 7.6(b) the Manager appointed under by-law 26 will provide the Restricted User with a Security Key in accordance with by-law 21 and the Restricted User must return the Security Key at the end of the booking.

### **Gym**

**7.8** The following terms and conditions apply to the use of the Gym:

- (a) the Gym may only be used between the hours of 6.00am and 8.00pm or other hours nominated from time to time by the Executive Committee.
- (b) children under the age of 12 years of age may use the Gym only if accompanied and supervised by an adult; and
- (c) all users must be appropriately attired and wear shoes.

### **Swimming Pool**

**7.9** The following terms and conditions apply to the use of the Swimming Pool:

- (a) the Swimming Pool may only be used between the hours of 6.00am and 8.00pm or other hours nominated from time to time by the Community Association;
- (b) children under the age of 12 years of age may use the swimming pool only if accompanied and supervised by an adult;
- (c) glass objects, drinking glasses and sharp objects are not permitted in the Swimming Pool;
- (d) running, ball playing, noisy or hazardous activities are not permitted in the Swimming Pool; and



(e) Swimming Pool equipment must not be interfered with, operated or adjusted except with the approval of the Community Association.

### **The Station**

#### **7.10**

(a) The Community Association property includes a building located at Bowman Street Pyrmont known as The Station;

(b) The Executive Committee of the Community Association may from time to time by majority resolution determine such Rules as it deems necessary for the proper, safe and orderly management of The Station and upon such determination must ensure the members of the Community Association are notified of the Rules;

(c) Any Owner or resident may apply in writing to the Executive Committee of the Community Association for consent to use The Station for an Approved Purpose provided that the Owner or resident:

(1) agrees to abide by any Rules; and

(2) agrees to affect any additional insurance cover deemed necessary in the circumstances by the Managing Agent of the Community Association.

(d) Any Owner or resident who makes an application for consent to use The Station for an Approved Purpose is hereby deemed to have indemnified and keep indemnified the Community Association for any injury, loss or damage which may be caused as a result of such use;

(e) An Approved Purpose is determined in the Rules as made by the Community Association from time to time;

(f) If more than one Owner or resident seeks consent to use The Station on identical dates, the Executive Committee of the Community Association must reasonably apply the Rules made pursuant to this by-law in giving their consent;

(g) The Executive Committee of the Community Association may from time to time delegate to the Estate Manager any of its decision making functions under this by-law.

### **Use of the Station, Swimming Pool and Gym**

**7.11** Notwithstanding anything contained in this by-law, Non-Occupying Owners cannot use The Station, Swimming Pool or Gym.

## **By-law 8. Internal Fencing**

### **Restrictions on Construction**

**8.1** An Owner or Occupier (in the case of a Strata Lot, the Owners Corporation) is not permitted to:

(a) erect a fence on the front street alignment or between the front street boundary and the building line as fixed by a Government Agency;

(b) replace any fence on a Lot or Subsidiary Body Property unless:

(1) the materials are of the same standard and quality as the fence constructed at the time of registration of the relevant plan; and

(2) the replacement fence is constructed in the same location as the original fence constructed at the time of registration of the relevant plan; or

(c) construct any new fence on a Lot or Subsidiary Body Property without the approval of the Executive Committee.

**8.2** In addition to the approval of the Executive Committee required under by-law 8.1(c), a person must obtain the consent of:

- (a) the relevant Subsidiary Body; and
- (b) if required, the Council or other Government Agency.

### **External & Internal**

**8.3** The Dividing Fences Act 1991 applies to any external and internal boundary fences erected within the Community Scheme.

### **Architectural and Landscape Standards**

**8.4** A fence erected within the Community Scheme must comply with the Architectural and the Landscape Standards.

### **Community Property and Subsidiary Body Property Fencing**

**8.5** The Community Association is responsible for the maintenance and replacement of fencing of Community Property.

**8.6** A Subsidiary Body is responsible for the maintenance and replacement of common fences between Community Property and Subsidiary Body Property.

**8.7** By-law 8.5 does not apply if a person using Common Property damages the fencing.

## **By-law 9. Garbage**

**9.1** Each Owner and Occupier must secure and store that person's container for garbage and recyclable materials so that it:

- (a) is hidden from view from outside the Lot; and
- (b) does not emit odours.

**9.2** Each Owner and Occupier may place that person's container, on the Council nominated collection days, at the front of the Community Property or in other locations nominated by the Council or the Community Association.

**9.3** A person must ensure that a container is placed in view only for the minimum time that will permit collection.

**9.4** An Owner or Occupier must comply with any rules or by-laws about garbage collection and the recycling of garbage made by:

- (a) a Government Agency;
- (b) the Community Association;
- (c) a Subsidiary Body; or
- (d) this Management Statement.

## **By-law 10. Services**

### **Provision of Services**

**10.1** The following Services may be provided as shown on the Services Plan:

- (a) private sewer;
- (b) private water;
- (c) AGL gas mains;
- (d) private gas;
- (e) Telstra telecommunication lines;
- (f) private telecommunication networks;
- (g) private stormwater;
- (h) private security lines and structures;
- (i) Energy Australia electricity lines; and
- (j) private electrical.

## **Maintenance of Services**

**10.2** The Service Providers must maintain and repair the Service Lines under any statutory rights of the Service Provider.

**10.3** The Community Association must maintain and repair the Service Lines set out in by-law 10.1 other than those which Service Providers are responsible for under by-law 10.2.

## **Statutory Easements**

**10.4** On installation of a Service Line, a statutory easement will be created over parts of the Community Property designated on the Services Plan for the provision of Services through Service Lines.

## **Position of Service Lines**

**10.5** If Service Lines are not installed in the position indicated on the Services Plan, then:

- (a) the Community Association must arrange for the preparation and registration of a further Services Plan showing the Services Lines as installed;
- (b) all members of the Community Association and any Subsidiary Body must consent to any later Services Plan; and
- (c) the Community Association must make available all necessary documents, including the certificate of title for the Community Property, to enable registration of a further Services Plan.

## **By-law 11. Insurance**

**11.1** The Community Association must take out insurance required under the Management Act including the following policies:

- (a) to cover any building or structure on the Community Property against damage or destruction by fire, lightning, explosion or other prescribed risk;
- (b) under the Workers Compensation Act 1987;
- (c) to cover damage to the Community Property and for death and bodily injury for which the Community Association could become liable in damages;
- (d) against damages for which the Community Association could become liable because of work done by a voluntary worker;
- (e) to cover accidental injury to, or accidental death of, a voluntary worker; and
- (f) against the possibility of the members of the Community Association becoming jointly liable under a claim arising out of any other event against which the Community Association decides by special resolution to insure.

**11.2** The Community Association must review, on an annual basis:

- (a) all of its insurance; and
- (b) the need for new or additional insurances.

**11.3** Notice of an Annual General Meeting must include a form of motion to decide whether the insurances of the Community Association should be confirmed, varied or extended.

**11.4** If there is an increase in risk or a new risk to the Community Property then the Community Association must immediately:

- (a) effect new insurances; or
- (b) vary or extend insurances.

**11.5** An Owner or Occupier must obtain the written approval of the Community Association before it does anything that might:

- (a) void or prejudice the Community Association's insurance; or
- (b) increase any insurance premium which the Community Association pays.

## **By-law 12. Executive Committee**

### **Constitution**

**12.1** The Executive Committee must be established under the Management Act.

**12.2** The officers of the Executive Committee are the secretary, treasurer and chairperson.

### **Functions of the Secretary**

**12.3** The functions of the secretary of the Executive Committee include:

- (a) convening meetings of the Community Association and the Executive Committee;
- (b) preparing and distributing minutes of meetings of the Community Association and the Executive Committee;
- (c) giving a notice on behalf of the Community Association and the Executive Committee required to be given under the Management Act;
- (d) maintaining the Community Association roll;
- (e) supplying certificates setting out details of insurances, contributions and other matters under clause 2 of schedule 4 to the Management Act;
- (f) answering communications addressed to the Community Association or the Executive Committee;
- (g) performing administrative or secretarial functions on behalf of the Community Association and the Executive Committee; and
- (h) keeping records under part 3 of schedule 1 to the Management Act.

### **Functions of the Treasurer**

**12.4** The functions of the Treasurer of the Executive Committee include:

- (a) notifying members of the Community Association of contributions levied under the Management Act and collecting those contributions;
- (b) receiving, acknowledging, banking and accounting for any money paid to the Community Association under this Management Statement or the Community Titles Legislation;
- (c) preparing certificates providing details of contributions, insurances and other matters under clause 2 of schedule 4 to the Management Act;
- (d) keeping prescribed accounting records as required under clause 10 of schedule 1 to the Management Act; and
- (e) preparing financial statements as required under clause 11 of schedule 1 to the Management Act.

### **Function of the Chairperson**

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

### **Sub-Committees**

**12.6** The Executive Committee may appoint 1 or more sub-committees comprising 1 or more of its members to:

- (a) conduct investigations;
- (b) perform duties and functions on behalf of the Executive Committee; and

(c) report the findings of the sub-committee to the Executive Committee.

#### **No Remuneration**

**12.7** A member of the Executive Committee is:

- (a) not entitled to any remuneration for the performance of that person's functions;
- (b) entitled to reimbursement for reasonable out of pocket expenses incurred by that person in the performance of that person's functions.

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

**12.8** A member of the Executive Committee or its subcommittees or working groups is not liable for any loss or damage occurring by reason of an act done in that member's capacity as a member of the Executive Committee or its subcommittees or working groups.

**12.9** By-law 12.8 does not apply if a member is fraudulent or negligent.

#### **By-law 13. Meetings**

**13.1** Subject to the provisions of the Management Act, the Executive Committee may:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as the Executive Committee thinks fit;
- (b) make decisions on the day to day administration of the Community Association;
- (c) make decisions in relation to applications for consent under the Management Statement; and
- (d) subject to this Management Statement, regularly call a meeting of the Executive Committee.

#### **Right of Owner to Attend Meetings**

**13.2** An Owner or, if the Owner is a corporation, the company nominee, may attend a meeting of the Executive Committee.

**13.3** That person may address the meeting with the consent of the Chairperson.

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

**13.4** At the request of not less than 1/3 of the members of the Executive Committee, the secretary must convene a meeting.

**13.5** Subject to by-law 13.4, the secretary must convene the meeting within 14 days of receiving the request.

**13.6** If the secretary is absent, a member of the Executive Committee must convene the meeting.

#### **Out of Meeting Determinations**

**13.7** Subject to section 38(3) of the Management Act, a resolution is valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held if:

- (a) the person convening the meeting has observed this Management Statement and the Management Act;
- (b) each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
- (c) the resolution has been approved in writing by a majority of members of the Executive Committee.

### **Notices and Minutes of Meetings**

**13.8** Before each Executive Committee meeting, the Executive Committee must prepare an agenda for the meeting. This agenda must list the business that the Executive Committee will deal with at the Executive Committee meeting.

**13.9** At least 72 hours before a meeting of the Executive Committee, the Executive Committee must:

(a) notify members of the Community Association of the meeting including details of the meeting; and

(b) provide each member of the Community Association with a copy of the agenda for the meeting.

**13.10** If the Community Association has placed a notice board within the Community Parcel, then the Executive Committee will have complied with by-law 13.8 if it ensures that the agenda and notice of the meeting are placed on the notice board at least 72 hours before the meeting.

**13.11** The agenda must list the business that the Executive Committee will deal with at the meeting.

**13.12** The secretary must ensure that:

(a) minutes of the Executive Committee are sent to each member of the Community Association within 7 days of the meeting; and

(b) that the following are properly kept:

(1) agendas and minutes of meetings of the Executive Committee;

(2) records of decisions of the Executive Committee; and

(3) records of notices.

**13.13** If the secretary is absent, then the chair must ensure that the Executive Committee complies with by-law 13.11.

### **By-law 14 Amounts Payable**

**14.1** An Owner must pay:

(a) contributions levied under this Management Statement and the Community Titles Legislation when they fall due; and

(b) on demand any costs, charges and expenses of the Community Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under this Management Statement in relation to the Owner or Occupier.

**14.2** If a contribution or amount payable under this Management Statement or the Community Titles Legislation is not paid when due, then interest is payable under section 20(11) of the Management Act.

**14.3** Nothing in this by-law prevents the Community Association from recovering any amount exceeding interest calculated under this by-law as a consequence of any amount not being paid when due.

**14.4** A certificate signed by the Community Association, its Managing Agent or the Secretary of the Executive Committee about a matter or a sum payable to the Community Association is prima facie evidence of:

(a) the amount; or

(b) any other fact stated in it.

## **Part 4 - Optional Matters**

### **Amendment to by-laws**

*These by-laws may only be amended or revoked by a special resolution of the Community Association (see section 14(3)(C) of the Management Act).*

### **By-law 15. Behaviour of Owners, Occupiers and Permitted Persons**

#### **Noise and Anti-Social Behaviour**

**15.1** An Owner or Occupier must not create any noise and anti-social behaviour on a Lot, Community Property or Subsidiary Body Property which might interfere with the peaceful enjoyment of another Owner or Occupier or Permitted Person.

**15.2** An Owner or Occupier must not:

- (a) obstruct lawful use of Community Property or Subsidiary Body Property; or
- (b) use language or behave in a manner likely to cause offence or embarrassment to an owner or occupier of another Lot or Permitted Person.

#### **Children**

**15.3** An Owner or Occupier must ensure that a child under care and control of that Owner or Occupier:

- (a) plays only on Community Property or Subsidiary Body Property which is an open space area that is not dangerous or hazardous to children; and
- (b) only remains in or on Community Property or Subsidiary Body Property comprising any area of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

#### **Permitted Persons**

**15.4** An Owner or Occupier must ensure that a Permitted Person does not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any other Permitted Person.

### **By-law 16. Subsidiary Body Property**

**16.1** An Owner or Occupier may only do the following to Subsidiary Body Property if that owner or Occupier first obtains the written approval of the Community Association or Subsidiary Body.

- (a) leave anything on Subsidiary Body Property;
- (b) obstruct the use of Subsidiary Body Property;
- (c) use any part of Subsidiary Body Property for the Owner's or Occupier's own purposes;
- (d) erect any structure on Subsidiary Body Property;
- (e) attach any item to Subsidiary Body Property;
- (f) do or permit anything to be done to Subsidiary Body Property which might cause damage; or
- (g) alter Subsidiary Body Property.

**16.2** An Owner or Occupier must:

- (a) give notice to the relevant Subsidiary Body of any damage to or defect in the Subsidiary Body Property immediately after an Owner or Occupier becomes aware of any damage or defect;
- (b) use a thing on the Subsidiary Body Property only for the purpose for which it was constructed or provided; and

(c) only use or enjoy the Subsidiary Body Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Subsidiary Body Property by another Owner or Occupier or Permitted Person.

### **By-law 17. Washing**

**17.1** An Owner or Occupier must not hang any washing, bedding or other articles of a similar nature:

- (a) on the outside of a building on a Lot or the outside of a building containing a Lot;
- (b) in any area visible from any Community Property or Subsidiary Body Property, road, footpath, parks and the like about the Community Scheme; and
- (c) subject to by-law 17.2, on any part of the Community Parcel or Subsidiary Body Property.

**17.2** An Owner or Occupier may hang washing on:

- (a) a part of the Community Parcel the Community Association designates; and
- (b) a part of the Subsidiary Body Property which the Subsidiary Body designates.

### **By-law 18. Storage of Flammable Liquids**

**18.1** Subject to by-law 18.2, an Owner or Occupier may only store on the Lot or any other part of the Community Parcel any flammable chemical, gas or other material if that Owner or Occupier first obtains the written approval of the Community Association.

**18.2** By-law 18.1 does not apply to chemicals, liquids, gases or other material used or intended to be used:

- (a) for domestic purposes; or
- (b) in the fuel tank of a motor vehicle or internal combustion engine.

### **By-law 19. Keeping of Animals**

#### **House Lots**

**19.1** An Owner or Occupier of a House Lot may keep without the approval of the Community Association:

- (a) 1 dog other than an Excluded Dog; or
- (b) 1 cat

**19.2** An Owner or Occupier of a House Lot must obtain the written approval of the Community Association before it:

- (a) keeps any other type of animal; or
- (b) more than 1 dog other than an Excluded Dog or 1 cat at the same time.

#### **Strata Scheme**

**19.3** An Owner or Occupier of a Strata Lot other than a House Lot must obtain the written approval of the Community Association or the relevant Subsidiary Body before it keeps any animal or brings any animal onto any Lot or Community Property or Subsidiary Body Property.

#### **Rules**

**19.4** If an Owner or Occupier is permitted under this Management Statement to keep an animal, then the Owner or Occupier:

- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;



~~(b) must ensure that, when on any other part of the Community Parcel, the animal is accompanied by the Owner or Occupier;~~

(c) must, when on any other part of the Community Parcel, keep the animal appropriately tethered and under control;

(d) is liable to the Owners and Occupiers of other Lots and each other person lawfully on the Community Parcel for:

(1) any noise which is disturbing to an extent which is unreasonable; and

(2) for damage to or loss of property or injury to any person caused by the animal; and

~~(3) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Community Parcel.~~

**19.5** This by-law:

(a) applies to any Permitted Person or visitor to the Community Parcel;

(b) does not prevent the keeping of a dog used as a guide or hearing dog; and

(c) does not allow an Excluded Dog to be kept or brought onto any Lot or Community Property or Subsidiary Body Property.

## **By-law 20. Parking**

### **Restrictions**

**20.1** Subject to by-law 20.2, an Owner or Occupier must not park a Vehicle on the Community Parcel.

**20.2** An Owner or Occupier may park a Vehicle:

(a) in a garage or driveway on that Owner or Occupiers' Lot; or

(b) in an area on the Community Parcel designated by the Community Association as being an area where a Vehicle may be parked; or

(c) in an area on Subsidiary Body Property designated by the Subsidiary Body as being an area where a Vehicle may be parked.

### **Repairs**

**20.3** No repairs to any Vehicle must be undertaken on the Community Property.

**20.4** No Vehicles with a gross weight in excess of 3 tonnes are permitted to stand on:

(a) the driveways of any Lot; or

(b) any part of the Community Parcel.

**20.5** An Owner may install within the Owner's lot the equipment necessary to enable an electric car to be powered subject to approval of the relevant Subsidiary Scheme.

## **By-law 21. Security Keys**

**21.1** Subject to by-law 21.2, the Community Association may restrict access to the Community Property by means of Security Keys.

**21.2** The Community Association may make Security Keys available to:

(a) Owners and Occupiers; and

(b) persons authorised by the Community Association.

**21.3** A Security Key is available at the cost of the Owner or Occupier or person authorised by the Community Association who obtains that Security Key.

**21.4** A person to whom a Security Key is made available must:

- (a) pay a fee to the Community Association;
- (b) not duplicate or copy the Security Key;
- (c) immediately notify the Community Association if the Security Key is lost, stolen or misplaced;
- (d) when requested by the Community Association, immediately return the Security Key to the Community Association; and
- (e) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

**21.5** A person forfeits a fee if the person misplaces or loses, including by theft, a Security Key.

### **By-law 22. Private Services**

**22.1** The Community Association may, on its own behalf or on behalf of a Subsidiary Body;

- (a) provide private services to a Subsidiary Body or the Owner or Occupier;
- (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.

**22.2** An Owner or Occupier must not do anything which interferes, obstructs access to, overloads or damages private services.

**22.3** An Owner or Occupier must immediately notify the Community Association of any damage to or the defective operation of any private service.

**22.4** Subject to section 60 of the Management Act, the Community Association and 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.

### **By-law 23. Community Association's Rights and Obligations**

#### **Contracts**

~~**23.1** The Community Association may, on its own behalf or on behalf of each Subsidiary Body, contract with persons to provide:~~

- ~~(a) management, operational, maintenance and other services for Community Property or Subsidiary Body Property;~~
- ~~(b) services or amenities to the Owners or Occupiers;~~
- ~~(c) services or amenities to Community Property, Subsidiary Body Property; and~~
- ~~(d) Security Services.~~

#### **Remedy**

**23.2** The Community Association may do anything on a Lot which should have been done by an Owner or Occupier under this Management Statement but which has not been done or has not been done properly.

**23.3** If by-law 23.2 applies, the Community Association is entitled to:

(a) enter and remain on the Lot for as long as it is necessary; and

(b) recover any costs associated with carrying out works under this Management Statement from the Owner of the Lot.

### **Trading Activities**

**23.4** The Community Association may, for the purpose of exercising and performing its functions, carry on a business or trading activity.

**23.5** If the Community Association carries on business or trading activity, then the Community Association:

(a) must pay into the sinking fund of the Community Association income derived by the Community Association from its business or trading activities;

(b) must estimate how much money the Community Association will need to credit to the sinking fund of the Community Association;

(c) must levy each member for a contribution to meet expenses associated with carrying on a business or trading activities; and

(d) may distribute any net profit derived by the Community Association from carrying on a business or trading activities in accordance with clause 17 of schedule 1 to the Management Act.

**23.6** If the Community Association suffers a net loss from carrying on its business or trading activities, then the Community Association must impose a levy on each member for a contribution to the sinking fund in order to meet the amount of the net loss.

### **Not liable for damage**

**23.7** 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.

**23.8** By-law 23.7 does not apply if the damage, loss or injury follows the negligence or fraud of the Community Association or any employee or agent of the Community Association.

### **Communications with Community Association**

**23.9** A person must forward complaints, notices or applications to or requests for consideration of matters by the Community Association in writing:

(a) to the Managing Agent of the Community Association; or

(b) if there is no Managing Agent, to the secretary of the Executive Committee.

### **By-law 24. Obligations of Owners and Occupiers**

#### **Compliance with Requirements, Orders and Notices**

**24.1** An Owner or Occupier must comply on time with:

(a) each requirement and orders of each statutory authority and Government Agency;

(b) each law for the Lot and the use or occupation of the Lot; and

(c) the terms of any notice displayed on Community Property by the Community Association, Service Provider or other relevant statutory authority or Government Agency.

### **Contractors**

**24.2** An Owner or Occupier may only directly or indirectly instruct agents, employees or contractors of the Community Association if the Community Association authorises the Owner or Occupier to do so.

## **Use**

**24.3** An Owner or Occupier must not do any of the following on either that Owner's or Occupier's Lot or on the Community Parcel:

- (a) engage in indecent conduct or any entertainment of a demoralising character;
- (b) engage in any illegal conduct or activity; or
- (c) do anything that might damage the good reputation of the Community Scheme.

**24.4** An Owner or Occupier must not, except with the approval of the Community Association;

- (a) roller blade;
- (b) skateboard; or
- (c) play basketball or any organised sport games

on Community Property or Subsidiary Body Property.

**24.5** No party, including an Owner or Occupier, may conduct a Real Estate Agency from the Community Parcel.

**24.6** No party, including an Owner or Occupier, can place signs on any part of the Community Parcel advertising a Lot for lease or sale.

## **Permitted Persons**

**24.7** An Owner or Occupier must take all reasonable steps to ensure that a Permitted Person complies with this Management Statement.

**24.8** If an Owner or Occupier cannot comply with by-law 24.7, then that person must:

- (a) withdraw the consent of the person to be on the Community Parcel; and
- (b) request that person to leave the Community Parcel.

**24.9** If this Management Statement prohibits an Owner or Occupier from doing a thing, the Owner or Occupier must not allow or cause another person to do that thing.

## **Lessees/Licensees**

**24.10** An Owner whose Lot is the subject of a lease or licence agreement must:

- (a) provide that lessee or licensee with a copy of this Management Statement; and
- (b) take all reasonable steps, including any action available under the lease or licence agreement, to ensure that the lessee or licensee of the Lot and any person on the Community Parcel, with the consent, express or implied, of the lessee or licensee, complies with this Management Statement and any Rules.

## **Things done at Owner's or Occupier's cost**

**24.11** Anything which an Owner or Occupier is required to do under this Management Statement must be done at the cost of the Owner or Occupier.

## **By-law 25. Rules**

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

**25.2** The Rules must be consistent with:

- (a) the Management Act;
- (b) the Development Act;

- (c) this Management Statement; or  
(d) the terms of the Development Consent.

**25.3** The Rules bind an Owner, Occupier, mortgagee in possession of a Lot, lessee of a Lot, Permitted Person and each Subsidiary Body.

**By-law 26. Jacksons Landing Services Agreement**

**26.1** The Community Association will appoint an estate Manager to manage the Community Property ~~and all Subsidiary Body Property.~~

**26.2** An estate Manager appointed by the Community Association may have the duties and remuneration set out in this by-law 26.

**Duties**

**26.3** The duties of the Estate Manager may include the supervision or the carrying out of:

(a) the cleaning, caretaking, security, supervision, service, general repair and maintenance or renewal and replacement of:

- (1) Community Property;
- (2) Subsidiary Body Property use of which is restricted to the Community Association; or
- (3) any personal property vested in the Community Association;

(b) the provision of services to Subsidiary Bodies including the services of a handyman, gardener and security guard;

(c) the supervision of any employees or contractors of the Community Association;

(d) the control and supervision of the Community Parcel generally;

(e) the provision of a web page on the internet in relation to the Community Scheme; and

(f) any other matter, activity or thing which the Manager and the Community Association agrees is necessary or desirable for the operation and management of the Community Association.

**26.4** The estate Manager will be paid a fee that is determined from time to time.

★ AK566180  
BY-LAW 26.5 ADDED  
SEE ANNEXURE 'A'

**By-law 27. Security Services**



16-08-2016

**27.1** The Community Association will enter into a security services agreement.

**27.2** For the proper administration and security of the Community Scheme as a whole, the Subsidiary Bodies must use the Security Service Manager of the Community Association for the provision of Security Services if a Security Service Manager is appointed.

**Parties**

**27.3** The parties to the agreement will be:

- (a) the Community Association; and
- (b) the Security Service Manager.

**Term**

**27.4** The term of the agreement will be a maximum period of 5 years.

**Duties**

**27.5** The duties of the Security Service Manager may include:

- (a) the provision of a monitoring service;
- (b) the provision of a security patrol service; and

(c) provision of a dedicated on-site mobile security patrol 7 days per week 24 hours a day.

**Remuneration and Costs**

**27.6** The Security Service Manager's cost will be an amount which reasonably represents a market fee.

**By-law 28. Managing Agent**

**28.1** For the proper administration of the Community Scheme as a whole, the Subsidiary Bodies may use the licensed Managing Agent of the Community Association as their managing agent.

**Part 5 - By-laws required by Public Authorities**

***Amendment to by-laws***

These by-laws have been made at the request of a public authority. These by-laws may only be amended or revoked:

- (a) by a special resolution of the Community Association; and*
- (b) with the consent of the public authority (see clause 4 schedule 3 Development Act).*

**By-law 29. Public Access to Tennis Courts**

**29.1** The Community Association must maintain the Tennis Courts in a fit and proper condition.

**29.2** One Tennis Court only will be able to be booked by any member of the public or an Owner or Occupier for a maximum period of two hours in any one week (Monday to Saturday).

**29.3** The hire charge to any member of the public for use of a Tennis Court will be no greater than the hire charge of any comparable quality facility run within a two kilometre radius of the Tennis Courts.

**29.4** Members of the Community Association will have exclusive use of the Tennis Courts on Sundays.

**29.5** This by-law 29 may not be amended or revoked without the consent of Council.

**29.6** Rules may not be made with respect to the use of the Tennis Courts which are inconsistent with the rights granted under this by-law 29 without the consent of the Council.

**29.7** The Tennis Courts may only be used as a tennis court unless the approval of Council is obtained.

**29.8** The Community Association must effect and maintain insurance over Community Property in accordance with by-law 11 and the Management Act.

**By-law 30. Dedication of Public Roads and Public Open Spaces**

**30.1** In accordance with the Development Consent, the Proposed Dedicated Property will be dedicated to the Public Authority in stages by way of Acquisition Plan.

**30.2** On the registration of an Acquisition Plan at the Land Titles Office, the Proposed Dedicated Property will be transferred to the Public Authority and severed from the Community Parcel.

**30.3** The Community Association must enter into a deed with the Sydney Harbour Foreshore Authority and the Ministerial Corporation which states that the:

- (a) compensation payable under the Land Acquisition (Just Terms Compensation) Act 1991 to the Community Association in relation to an Acquisition Plan of the Proposed Dedicated Property is \$10.00; and

(b) Community Association will do all things necessary to assist in the registration of an Acquisition Plan of the Proposed Dedicated Property in accordance with the Development Consent.

**30.4** This by-law 30 must not be amended or revoked without the consent of the Ministerial Corporation or the Sydney Harbour Foreshore Authority.

**By-law 31. License over Association Property**

**31.1** The Community Association shall have the additional power, authority, duty and function to enter into a licence or sub licence with an Occupier or third party.

**31.2** An application for a licence must be in writing to the Community Association by an Occupier or third party for a licence or sub licence over Association Property.

**31.3** The Community Association reserves the right to decline in its absolute discretion any request by an Occupier or third party for a licence or sub licence over Association Property for any reason whatsoever;

**31.4** The Executive Committee is appointed the function of approving an application for a licence or sub licence over Association Property in accordance with this by-law and their powers pursuant to the Community Titles Legislation.

**31.5** Any licence or sub licence so approved must:

(a) not allow any part of the Association Property to be used for any business, activity or industry which is contrary to any law, regulation, by-law, ordinance or the requirements of any Authority;

(b) be on terms approved by the Community Association and any Authority (if required); and

(c) be in writing.

**By-law 32. Electronic Service of Documents**

A document may be served on the owner of a lot by electronic means if the person has given the association an email address for the service of notices and the document is sent to that address.

AK888442

BY-LAW 33

ADDED. SEE

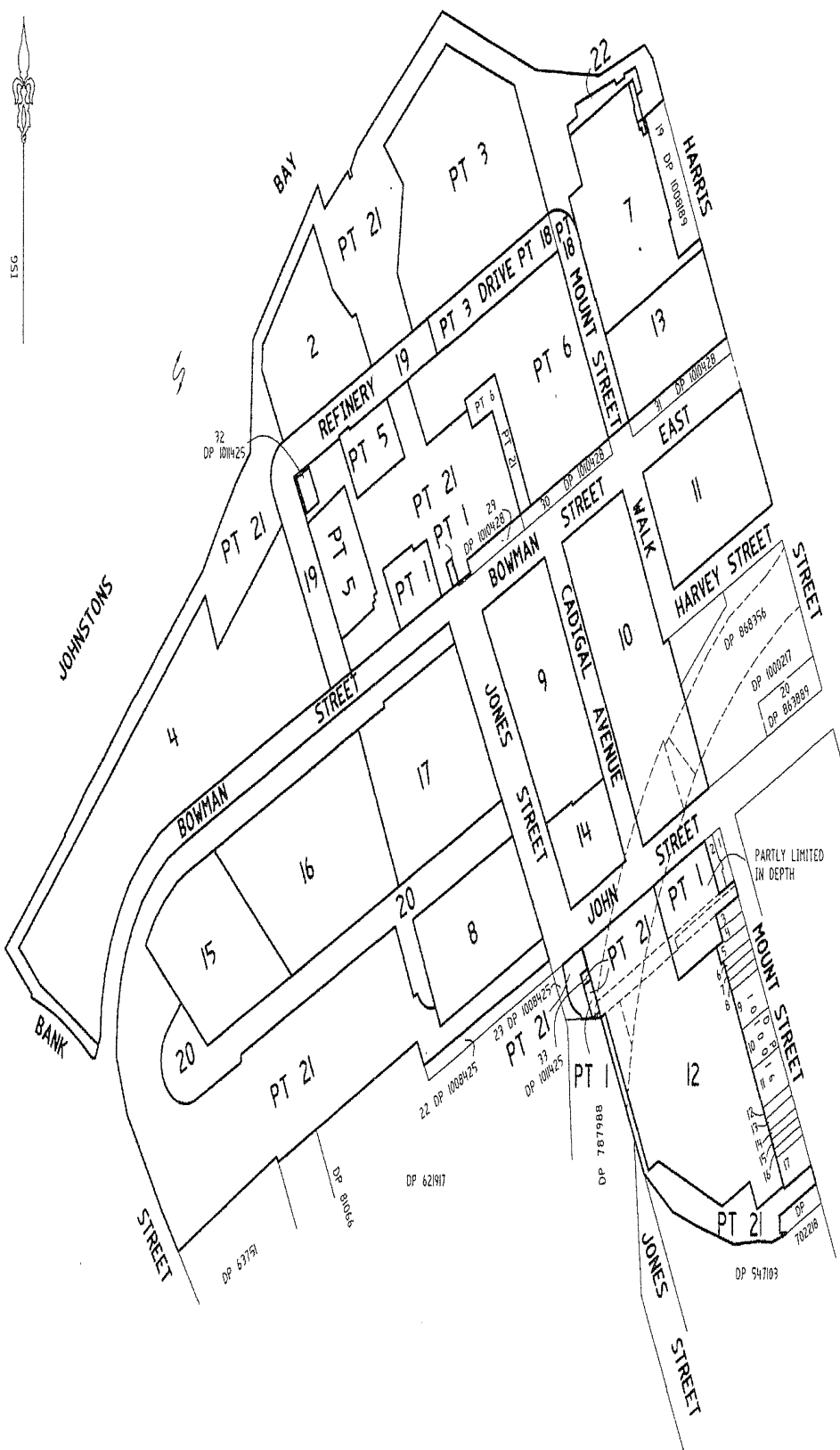
SEE ANNEXURE 'B'

REGISTERED



15-12-2015

MANAGEMENT STATEMENT



DP270215

SHEET 32 OF 34 SHEETS

PLAN OF SERVICE WORKS  
TO BE EXECUTED

Registered:  LS165.2000

PETER WILLIAM VANDERGRAAF SURVEYOR  
OF WHELAN'S DX 288 SYDNEY

CERTIFY THAT THIS IS A PLAN OF THE SERVICE WORKS AS EXECUTED/ADOPTED  
HITHERTO PROVIDED FOR THE DEVELOPMENT SHOWN IN THE COPLANET/PROPOSED  
DEVELOPMENT PLAN NO. 570215

  
REGISTERED SURVEYOR under the Surveyor Act, 1922.

REGISTERED  15-12-2015

SCHEDULE OF PROPOSED SERVICES

- S - PRIVATE SEWER
- W - PRIVATE WATER
- G - AGL GAS MAINS
- PG - PRIVATE GAS
- T - TELSTRA TELECOMMUNICATIONS
- PT - PRIVATE TELECOMMUNICATIONS
- SW - PRIVATE STORMWATER
- SEC - PRIVATE SECURITY LINES & STRUCTURES
- E - ENERGY AUSTRALIA ELECTRICITY LINES
- PE - PRIVATE ELECTRICAL

LOT 1 - COMMUNITY PROPERTY

(X) LIMITED IN DEPTH

NOTE

1. THIS PLAN WILL SHOW SHARED SERVICE LINES WHICH  
WILL BECOME THE SUBJECT OF STATUTORY EASEMENTS  
UPON COMPLETION OF THE SCHEME.



DP270215

SHEET 33 OF 34 SHEETS

PLAN OF

Registered: LS16-5-2000

PETER WILLIAM VANDERGRAAF  
WHEELANS DX 288 SYDNEY

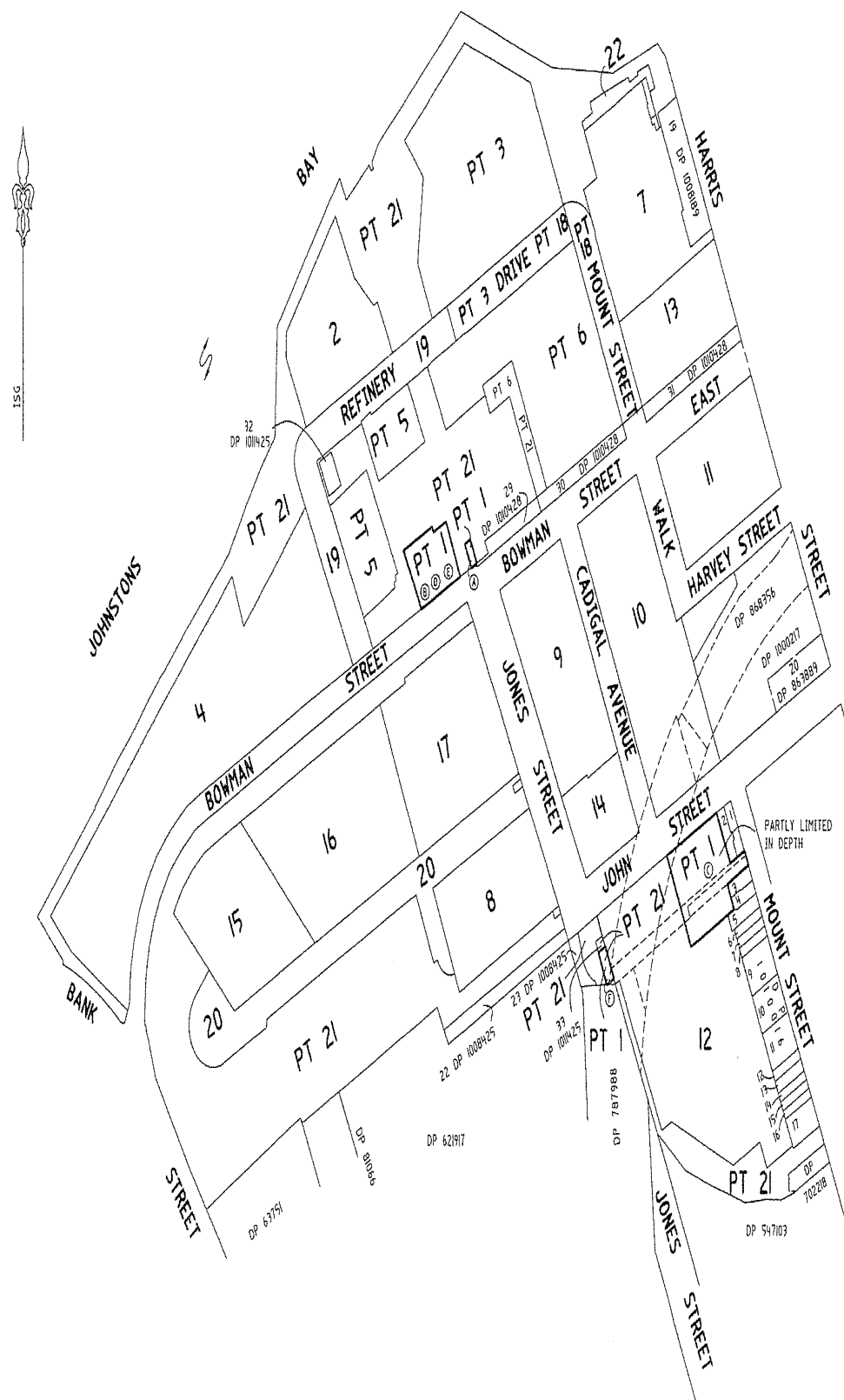
STATEMENT THAT THIS IS A PLAN OF THE COMMONS-HOLDING IS CORRECT AND  
WAS PREPARED FOR THE PURPOSES SHOWN IN THE VENDOR'S/PRESENT/

Registered Surveyor under the Surveyors Act, 1928.

REGISTERED 15-12-2015

CONCEPT PLAN  
'COMMUNITY FACILITIES'

MANAGEMENT STATEMENT

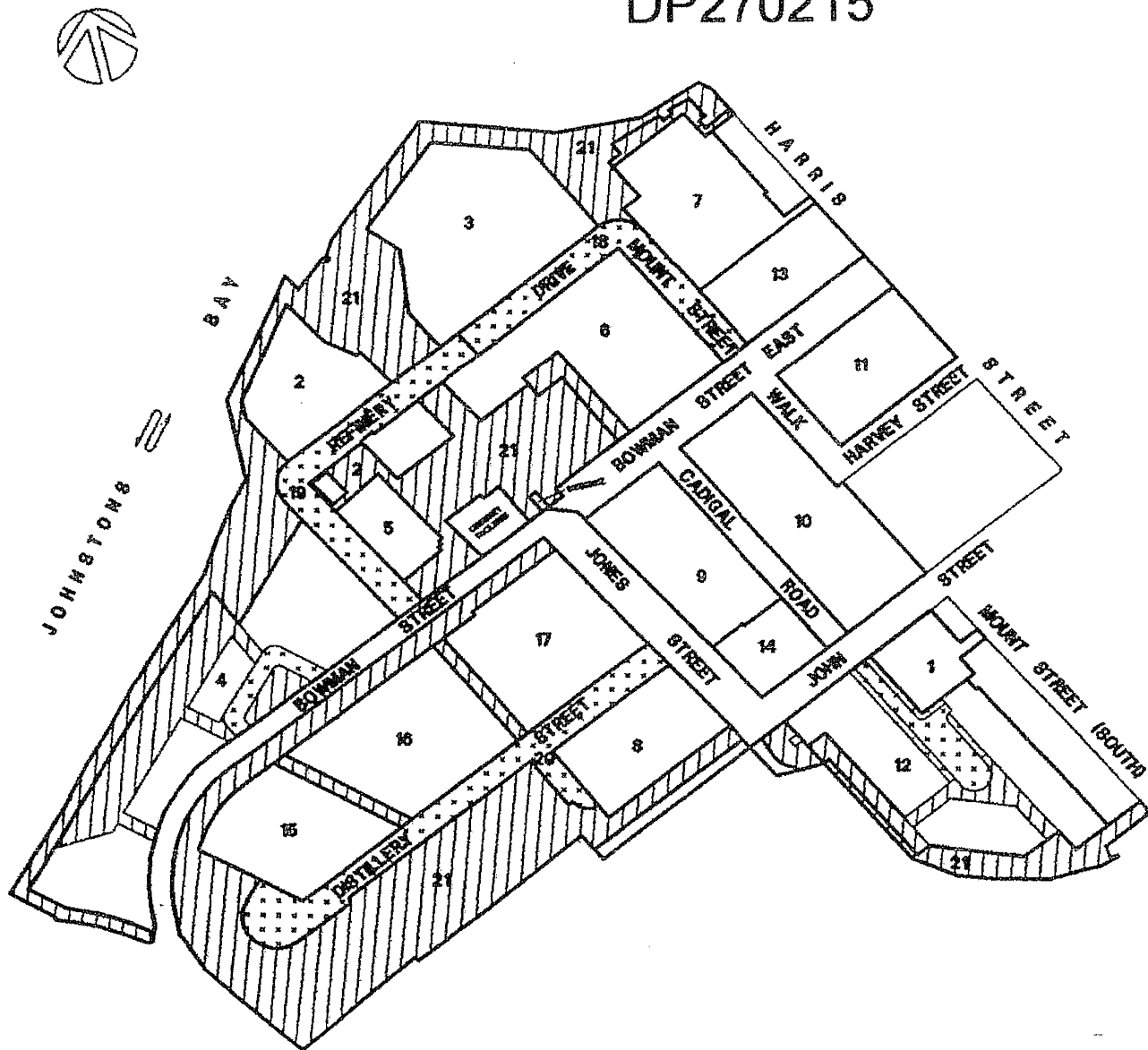


COMMUNITY FACILITIES

- A - GATE HOUSE
- B - SWIMMING POOL
- C - TENNIS COURTS
- D - CLUB HOUSE
- E - GYM
- F - TELSTRA FACILITIES

# PLAN SHOWING AREAS TO BE DEDICATED

DP270215



LAND TO BE DEDICATED AS PUBLIC DOMAIN/PUBLIC OPEN SPACE



LAND TO BE DEDICATED AS ROAD

## NOTES

ALL AREAS TO BE DEDICATED MAY BE  
 STRATUM LOTS LIMITED IN HEIGHT OR DEPTH

10th MARCH 2000

REGISTERED



15-12-2015

CAD REF: 7044-207.DWG



Whelans Australia Pty Ltd  
 ACN 071 686 630

Head Office  
 Level 5, 141 Elizabeth Street  
 Sydney NSW 2000  
 DX 288 Sydney  
 Facsimile 61-2-9381 5012  
 Telephone 61-2-9383 2400

Parramatta Office  
 Level 1, Suite 2  
 13 Victoria Road  
 Parramatta NSW 2150  
 DX 28458 Parramatta  
 Facsimile 61-2-9630 4599  
 Telephone 61-2-9630 4199

Sheet 34 of 34 sheets

Form: 21CSM  
Release: 24

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales

Section 39

Community Land Development Act 1989

**DP 270215**  
**MANAGEMENT STATEMENT**  
**ANNEXURE 'A'**  
Sheet 1 of 2 Sheets

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	1/DP270215		
(B) LODGED BY	Document Collection Box 268D	Name, Address or DX, Telephone, and Customer Account Number if any SYDNEY LEGAL AGENTS - INFOTRACK LLP: 132579W Reference:	CODE <b>CS</b>
(C) APPLICANT	Community <input checked="" type="checkbox"/> Association Deposited Plan No. 270215		
(D)	The applicant certifies that by a special <input checked="" type="checkbox"/> resolution passed on 16 June 2016 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:		
(E) BY-LAWS	Repealed Added 26.5 as fully set out below		

(F) TEXT OF ADDED BY-LAW

Please see "Annexure A" for special by-law no. 26.5.

SIGNED by DYNAMIC PROPERTY SERVICES  
PTY LIMITED (ACN 002 006 760) by its Attorney  
LAUREN SHAW duly appointed by Power of  
Attorney dated 24 May 2011 and who hereby  
states that she has not received any notice of  
the revocation of such Power of Attorney



(G) The common seal of the Community association deposited plan 270215 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness: LAUREN SHAW

Date:

27/6/16

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1111

MS

**DP 270215**  
**MANAGEMENT STATEMENT**  
**ANNEXURE 'A'**  
Sheet 2 of 2 Sheets

**ANNEXURE "A" TO AMENDMENT OF MANAGEMENT STATEMENT FORM 21CSM-  
DP270215**

On 16 June 2016 the Community Association in Special General Meeting moved and passed a motion and it was specially resolved that the Community Association amend the Community Management Statement by adding a special by-law and lodging it for registration with the Registrar-General under the common seal of the Community Association, the provisions of which by-law are set out below:

**SPECIAL BY-LAW 26.5**      **CHARGING OF ESTATE MANAGEMENT COSTS**

~~(a) The Community Association will bear its share of the estate management fee, such share determined by reference to the estate management contract in place from time to time;~~

~~(b) The remainder of the estate management fee, after deduction of the Community Association's share, will be borne by the strata subsidiary bodies in shares calculated with reference to the number of lots within each strata subsidiary body, and the Community Association will invoice the strata subsidiary bodies accordingly.~~

SEE AM929098  
BY-LAW 26.5 REPEALED.  
SEE ANNEXURE 'C'.  
21.12.2017

REGISTERED 16-8-2016

*LAUREN SHAW*  
27/6/16

SIGNED by DYNAMIC PROPERTY SERVICES  
PTY LIMITED (ACN 002 006 760) by its Attorney  
LAUREN SHAW duly appointed by Power of  
Attorney dated 24 May 2011 and who hereby  
states that she has not received any notice of  
the revocation of such Power of Attorney



Form: 21CSM  
Release: 2.0  
www.lands.nsw.gov.au

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales  
Section 39

**MANAGEMENT STATEMENT  
ANNEXURE 'B'**

Sheet 1 of 5 sheets

Community Land Development Act 1989

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

1/270215

(B) **LODGED BY**

Document Collection Box  <b>1W</b>	Name, Address or DX and Telephone Dynamic Property Services DX 11643 SYDNEY DOWNTOWN Ph: 02 9267 6334 Reference: Lisa Branson	CODE  <b>CS</b>
--	--	-----------------------

(C) **APPLICANT**

Community Association	Deposited Plan No. 270215
-----------------------	---------------------------

(D) The applicant certifies that by a special <sup>and UNANIMOUS</sup> resolution passed on 12 October 2016 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed By-law 19	Added By-laws 19 & 33 as fully set out below
-----------------------	---

(F) **TEXT OF ADDED BY-LAW**

The Common Seal of Community Association Deposited Plan No. 270215 was affixed on 20 October 2016 in the presence of Dynamic Property Services Pty Ltd being the person(s) authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 62 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney.  
(Registered Book 4611 Number 45)



**REGISTERED** 30-6-2017

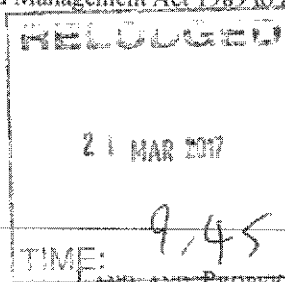
(G) The common seal of the Community association deposited plan 270215 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: *M. Curtin*

Name of witness: Margaret Curtin

Date: 20 October 2016

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
0507



**DEPOSITED PLAN 270215**  
**ANNEXURE**

**DP 270215**  
**MANAGEMENT STATEMENT**  
**ANNEXURE 'B'**  
**Sheet 2 of 5 sheets**

**BY-LAW 19. KEEPING OF ANIMALS**

19.1. For the purposes of this by-law:

19.1.1 **"Act"** means the *Community Land Management Act 1989* (NSW) as replaced and amended from time to time;

19.1.2 **"Animal"** means any Animal including fish, reptiles, birds, cats and dogs;

19.1.3 **"Assistance Animal"** means a dog or other Animal that:

19.1.3.1 has been accredited under NSW law; or

19.1.3.2 has been accredited by an Animal training organisation; or

19.1.3.3 has been trained:

1.3.3.1 to assist a person with a disability to alleviate the effect of the disability; and

1.3.3.2 to meet standards of hygiene and behaviour that are appropriate for an Animal in a public place;

19.1.4 **"Costs"** means all professional and trade costs/fees/disbursements/expenses, as well as any type of loss or damage incurred by the Community Association arising directly or indirectly from the breach of this by-law and/or associated with the enforcement of this by-law;

19.1.5 **"Executive Committee"** means the executive committee elected by the Community Association from time to time;

19.1.6 **"Indemnify"** means the Owner indemnifying the Community Association in respect of their keeping of the Animal and includes but is not limited to the Owner indemnifying the Community Association against:

19.1.6.1 all actions, proceedings, claims, demands, costs, damages and expense which may be incurred by, brought or made against the Community Association;

19.1.6.2 any sum payable by way of increased premiums; and

19.1.6.3 any costs or damages incurred by or for which the Community Association becomes liable.

19.1.7 **"Strata Manager"** means a strata managing agent engaged by the Community Association from time to time.

19.2. All terms in this by-law with corresponding definitions in this Community Management Statement have the meaning attributed to them by that definition.

19.3. The Community Association may take action under this by-law in its reasonable discretion.

19.4. The Community Association will, from time to time, develop and maintain a Community Policy in relation to the keeping of Animals by Owners and Occupiers.

19.5. The decision to permit or prevent an Owner or Occupier from keeping an Animal is ultimately a matter for the relevant Subsidiary Body.

19.6. If an Owner or Occupier is permitted to keep an Animal by their Subsidiary Body, then the Owner or Occupier:

6.1 must keep their Animal within the Lot and ensure that the Animal is restrained and contained properly at all times when on Community Property;



19. 6.2 must ensure that, when on any other part of the Community Property the Animal is accompanied by the Owner or Occupier
19. 6.3 must ensure the Animal does not cause any damage to the Community Property;
19. 6.4 is liable to the Owners and Occupiers of other Lots and each other person lawfully on common property or Community Property for:
- i. any noise which is disturbing to an extent which is unreasonable; and
  - ii. damage to or loss of property or injury to any person caused by the Animal;
19. 6.5 is responsible for cleaning up after the Animal anywhere on the Community Property
19. 7. In the event an Animal causes harm (physical or otherwise) to any person on the Community Property or within a Lot, the Community Association may direct the Owner of the Animal to remove the Animal from the Lot and/or Community Property.
19. 8. Owners and Occupiers will not make a claim upon the Community Association's insurance in respect of anything arising from the keeping of the Animal.
19. 9. Owners must indemnify the Community Association for any Costs associated with the keeping of the Animal.
19. 10. This by-law:
- 19.10.1 applies to any owner, occupier or visitor to the Building or the Community Association;
  - 19.10.2 does not prevent the keeping of an Assistance Animal; and
  - 19.10.3 applies to an Assistance Animal exactly as it does to an Animal.
19. 11. Owners and Occupiers will sign all documents and do all things necessary to give full effect to this by-law.

### **BY-LAW 33 PROHIBITION OF SHORT TERM ACCOMMODATION**

33. 1. For the purpose of this by-law:
33. 1.1 **"Buildings"** means the building and improvements on the Community Parcel;
33. 1.2 **"Costs"** means all professional and trade costs, fees, expenses and disbursements associated with any damage caused as a result of the use of a Lot in breach of this by-law;
33. 1.3 **"Enforcement Costs"** means the costs associated with the enforcement of this by-law, including but not limited to the cost to the Community Association of engaging professional services, including legal services;
33. 1.4 **"Indemnify"** means the Owner indemnifying the Community Association in respect of their use of a Lot in breach of this by-law, including but not limited to the following;
- 33. 1.4.1 all actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought, or made against the Community Association;
  - 33. 1.4.2 any sum payable by way of increased premiums; and
  - 33. 1.4.3 any costs or damages for which the Community Association is or becomes liable;
33. 1.5 **"Residential Tenancy Agreement"** means an agreement under which an Owner or Occupier leases, sublets, or licenses a Lot on a commercial basis for a period of 3 consecutive months or more;

33. 1.6 **"Short-Term Accommodation"** means the provision of temporary accommodation on a commercial basis for a period less than 3 consecutive months, including but not limited to:

- 33. 1.6.1 Backpackers' accommodation;
- 33. 1.6.2 Bed and breakfast accommodation;
- 33. 1.6.3 Hotel or motel accommodation;
- 33. 1.6.4 Serviced apartments;
- 33. 1.6.5 Private hotel;
- 33. 1.6.6 Boarding house;
- 33. 1.6.7 Tourist or visitor accommodation; and
- 33. 1.6.8 Any other short-term rentals, including but not limited to the use of online services such as Airbnb, Stayz, Gumtree, or similar

33. 1.7 **"Statutory Declaration"** means a statutory declaration made by an Owner or Occupier in the form required by the Executive Committee having regard to the contents of this by-law;

33. 1.8 **"Strata Manager"** means a strata managing agent engaged by the Community Association from time to time;

33. 1.9 **"The Plan"** means the Sydney Local Environmental Plan 2012 as amended from time to time, including any succeeding instrument;

33. 2. Owners and Occupiers are prohibited from using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, including by advertising the Lot or permitting the Lot to be advertised for Short-Term Accommodation.

33. 3. If the Executive Committee reasonably believes an Owner or Occupier is using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, the Community Association, via the Executive Committee or Strata Manager, may:

33. 3.1 Request that the Owner and/or Occupier provide evidence of their compliance with this by-law, including a copy of their Residential Tenancy Agreement or Council approval. Such evidence must meet the reasonable requirements of the Executive Committee, which may include a Statutory Declaration; and/or

33. 3.2 Notify Council of the potential breach of The Plan and provide Council with all information and evidence needed to assist it to make a determination and take any necessary regulatory action; and/or

33. 3.3 Exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner and/or Occupier by the NSW Civil and Administrative Tribunal in the sum of \$5,500.00 (as at the date of registration of this by-law and subject to change); and/or

33. 3.4 Enter upon any part of the Lot to carry out the necessary investigation to confirm the Owner or Occupier's compliance with this by-law; and/or

33. 3.5 Refuse to provide additional Security Keys to the Owner or Occupier; and/or

33. 3.6 De-activate the Owner or Occupier's Security Keys

33. 4. The Owner and/or Occupier is responsible for and will bear all Costs and Enforcement Costs.

33. 5. The Owner and/or Occupier must promptly repair any damage to any part of the Building directly or indirectly caused by the Owner and/or Occupier's breach of this by-law.



33. 6. Where the Community Association has incurred Costs and/or Enforcement Costs on behalf of an Owner, the Community Association may recover those Costs and/or Enforcement Costs from the Owner, including charging those Costs and/or Enforcement Costs to the Owner's lot account as if they were a contribution under the Act, with all associated rights of recovery under the Act.
33. 7. The Owner and/or Occupier will include a copy of this by-law in every Residential Tenancy Agreement.
33. 8. The Owner Indemnifies and will keep Indemnified the Community Association

The Common Seal of Community Association Deposited Plan No. 270215 was affixed on 20 October 2016 in the presence of Dynamic Property Services Pty Ltd being the person(s) authorised by section 8 of the *Community Land Management Act 1989* to attest the affixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 62 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney.  
(Registered Book 4611 Number 45)



Signature of witness:

Name(s): Margaret Curtin, Level 9, 66 Goulburn St, Sydney NSW 2000

DP 270215  
MANAGEMENT STATEMENT  
ANNEXURE 'B'  
Sheet 5 of 5 sheets



**DP 270215**

**MANAGEMENT STATEMENT**

**ANNEXURE 'C'**

**Sheet 1 of 3 Sheets**

Form: 21CSM

Edition: 1111

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales

Section 39

Community Land Development Act 1989

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

1 / DP 270215
---------------

(B) **LODGED BY**

Document Collection Box 3921	Name, Address or DX, Telephone, and Customer Account Number if any Sydney Legal Agents 392 LLP: 1280057 Reference (optional): Lawyers Chambers 399117.	CODE <b>CS</b>
---------------------------------	---	-------------------

(C) **APPLICANT**

<u>Community</u> Neighbourhood / Precinct Association	Deposited Plan No. 270215
---	---------------------------

(D)

The applicant certifies that ~~by a special / unanimous resolution passed on~~ <sup>81</sup> as per NCAT order and in accordance with section ~~14~~ <sup>81</sup> of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed 23.1 and 26.5 Partially repealed: 26.1 - sec order	Added  as fully set out below
--	-------------------------------------

(F) **TEXT OF ADDED BY-LAW**

As attached NCAT order.

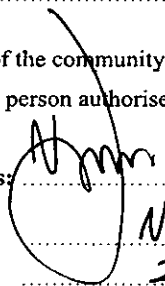


(G) The common seal of the community / neighbourhood / precinct association deposited plan ...270215... was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

  
Nicholas Johnson  
28.11.17





**NCAT**  
**NSW Civil &**  
**Administrative Tribunal**  
Consumer and Commercial Division

**MANAGEMENT STATEMENT**  
**ANNEXURE 'C'**  
Sheet 2 of 3 Sheets

## **NOTICE OF ORDER**

Community Association DP 270215  
C/-Strata Title Management  
PO BOX 72  
STRAWBERRY HILLS (PO BOX) NSW 2012

File No: SC 16/55985  
SCS 16/40565  
SCS 16/40567  
SCS 16/43745  
Quote in all enquiries  
eNumber: 35595KX73

### **Application to the Tribunal concerning 66 Bowman Street PYRMONT NSW 2009 Australia - SP270215**

Enclosed is a copy of the reserved decision on costs in this matter.

Note orders 1 and 2 made with immediate effect on 10 October 2017 as follows:

- (1) Order pursuant to s 81 of the Community Land Management Act 1989 (NSW) ("CLMA") that by-law 23.1, the words "and all Subsidiary Body Property" in by-law 26.1 and by-law 26.5 of the by-laws in the respondent Community Association's management statement are revoked on the basis that they are invalid.
- (2) Order pursuant to s 82 of the CLMA that the following purported resolutions of the respondent Community Association are invalidated:
  - (a) the purported special resolution purportedly passed at the special general meeting of the respondent on 16 June 2016 purportedly authorising the addition of by-law 26.5;
  - (b) the purported resolutions purportedly passed at the meeting of the executive committee of the respondent on 14 April 2016 numbered 5(c)-(g).
2. Make further orders consequential upon orders 1 and 2 made on 10 October 2017 as follows:
3. By reason of orders 1 and 2 made on 10 October 2017, all further claims (to the extent there are any further claims still current) in proceedings SC16/55985, SCS16/40565, SCS16/40567 and SCS16/43745 are dismissed as unnecessary to determine.
4. Order that the Community Association within 14 days after date of these orders lodge with the Land Titles Office for registration on FI 1270251 an Amendment of Management Statement Form 21CSM that deletes from the community management statement by-laws 23.1 and 26.5 and deletes from by-law 26.1 the words "and all Subsidiary Body Property".
5. Order that the Community Association within 14 days after date of these orders serve on Brookfield Global Management Solutions Pty Ltd the Tribunal's reasons for decision and orders dated 10 October 2017 and a copy of these further reasons and further orders.
6. Order that the Community Association is to pay the OC SP 65564's costs of proceedings SC 16/55985, SCS 16/40565, SCS 16/40567 and SCS 16/43745 as agreed or assessed on the ordinary basis up to and including 6 December 2016 and on the indemnity basis on and from 7 December 2016, with those costs (under Community Land Management Act 1989 (NSW) s 112) ordered to be paid from a levy on members of the Community Association other than OC SP 65564.
7. The parties have liberty to apply in respect of any working out of these orders on 3 days' notice to the Tribunal and the other party, with reason for the exercise of liberty to be specified in writing, any response to be specified in writing within 3 days after such lodgement and service, and any reply to such response to be specified in writing within a further 3 days after such lodgement and service.

**G Burton**  
**Tribunal Member**

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**MANAGEMENT STATEMENT**

**ANNEXURE 'C'**

**Sheet 3 of 3 Sheets**



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