

JACKSONS LANDING

Community Management Statement

Consolidated Version as at 11th October 2023

Deposited Plan 270215

Dealings schedule

7766693 AMENDMENT TO MANAGEMENT STATEMENT-BY-LAW 6 REPEALED.
SEE ANNEXURE "A" OF THE MANAGEMENT STATEMENT

8925086 AMENDMENT OF MANAGEMENT STATEMENT BY LAWS 9.12 AND 17.5(A TO D)
ADDED.SEE ANNEXURE "B" OF THE MANAGEMENT STATEMENT

AA681247 AMENDMENT OF MANAGEMENT STATEMENT. NEW BY-LAW 9.13 ADDED. SEE
ANNEXURE "C" OF THE MANAGEMENT STATEMENT

AB774990 AMENDMENT OF MANAGEMENT STATEMENT. BY-LAW 9.12 REPEALED &
REPLACED. SEE ANNEXURE "D" OF THE MANAGEMENT STATEMENT

AC727736 AMENDMENT OF MANAGEMENT STATEMENT. NEW BY-LAW 33 ADDED. SEE
ANNEXURE "E" OF THE MANAGEMENT STATEMENT

AG622640 AMENDMENT TO MANAGEMENT STATEMENT. NEW BY-LAW 34 ADDED. SEE
ANNEXURE "F" OF THE MANAGEMENT STATEMENT

AJ686481 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAWS REPEALED AND
REPLACED. BY-LAWS ADDED. SEE ANNEXURE "G" OF THE MANAGEMENT STATEMENT

AK48460 AMENDMENT TO MANAGEMENT STATEMENT. WHOLE OF EXISTING MANAGEMENT
STATEMENT REPEALED AND -REPLACED. ORIGINAL MANAGEMENT STATEMENT FILED AS
A HISTORICAL DOCUMENT. SEE AK70385

AK566180 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 26.5 ADDED, SEE
ANNEXURE 'A' OF THE MANAGEMENT STATEMENT.

AK888442 AMENDMENT TO MANAGEMENT STATEMENT. BY- LAW 19 REPEALED AND
REPLACED. BY- LAW 33 ADDED. SEE ANNEXURE "B" OF THE MANAGEMENT STATEMENT.

AM929098 AMENDMENT TO MANAGEMENT STATEMENT.BY-LAWS 23.1, 26.5 & PART 26.4
REPEALED. SEE ANNEXURE 'C' OF THE MANAGEMENT STATEMENT.

AP751879 AMENDMENT TO MANAGEMENT STATEMENT. BY LAWS 2, 9, 10, 21, 24, 28 &32
AMENDED. SEE AP751879

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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;

- (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 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;

"Development Act" the Community Land Development Act 1989;

"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;

"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;

"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;

"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;

"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";

"Property NSW" means Property NSW being a New South Wales statutory body;

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

"Public Authority" the Ministerial Corporation, Property NSW or any other public authority nominated by either of them, as the context requires;

"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 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 registered under the *Strata Schemes Management Act, 2015* (NSW);

"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 constructed on lot 1 in the Community Plan and shown on the Concept Plan;

"Tennis Courts" the tennis courts which are 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 balding 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 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 for that Lot.
- 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.

Carrying out of 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 only be amended by special resolution and with the written consent of each person entitled by the by-law to use the restricted Community Property.

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) sewer mains;
- (b) water mains;

- (c) gas mains;
- (d) telecommunication lines;
- (e) stormwater pipes;
- (f) security lines and structures; and
- (g) electricity lines.

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 Animalsⁱ

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:

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

19.1.3.3.2 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:
 - 19.6.1** 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 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 must pay a reasonable fee for a replacement 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, 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 capital works 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 capital works 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 capital works 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. Estate Management

- 26.1** The Community Association will appoint an estate Manager to manage the Community 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 Manager will be paid a fee that is determined by agreement between the Community Association and the Manager appointed from time to time.

By-law 27. Security Services

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 services; 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** The Community Association will appoint a Managing Agent for the Community Association.
- 28.2** 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 Property NSW 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 Property NSW.

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.

By-law 33. Prohibition of Short Term Rental Accommodationⁱⁱ

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.

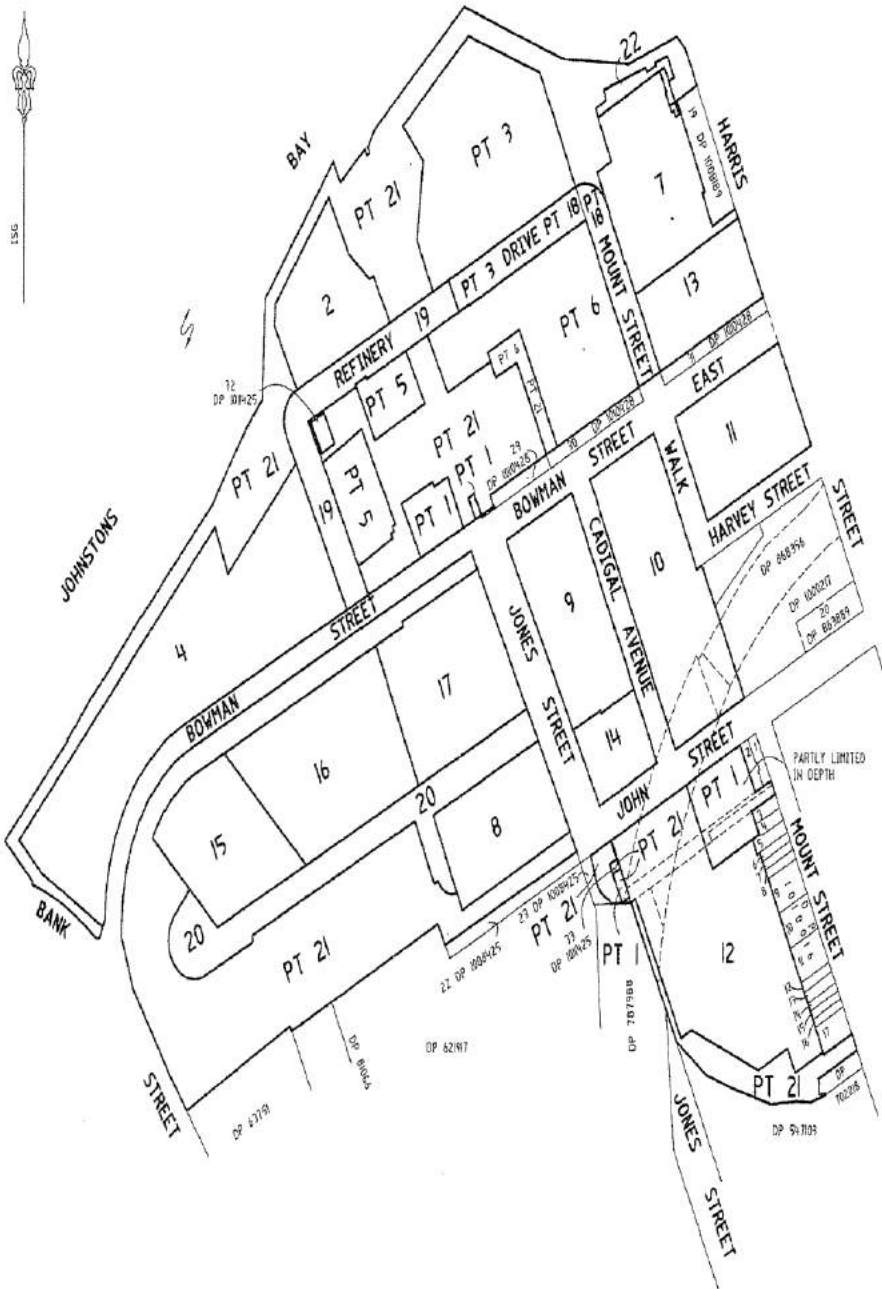
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

MANAGEMENT STATEMENT

DP270215
 SHEET 32 OF 34 SHEETS
 PLAN OF SERVICE WORKS
 TO BE EXECUTED
 Registered: L51652000
 PETER WILLIAM VANDERGRAAF
 OF NICHOLAS DX 288 SYDNEY
 I CERTIFY THAT THIS IS A PLAN OF THE SERVICE WORKS AS CIRCUMSTANCES
 HAVE PROVIDED FOR THE DEVELOPMENT SCHEME IN THE CANTONMENT/RESERVE
 REGISTERED UNDER THE SURVEY ACT, 1923.

REGISTERED 15-12-2015



SCHEDULE OF PROPOSED SERVICES

- S - PRIVATE SEWER
- W - PRIVATE WATER
- G - AGE GAS MAINS
- PG - PRIVATE GAS
- T - TELSTRA TELECOMMUNICATIONS
- PT - PRIVATE TELECOMMUNICATIONS
- SW - PRIVATE STORMWATER
- SEC - PRIVATE SECURITY LINES & STRUCTURES
- E - EMERGENCY AUSTRALIA ELECTROMY 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.

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 7044-076E.DWG

DP270215

SHEET 33 OF 34 SHEETS

MANAGEMENT STATEMENT

CONCEPT PLAN
'COMMUNITY FACILITIES'

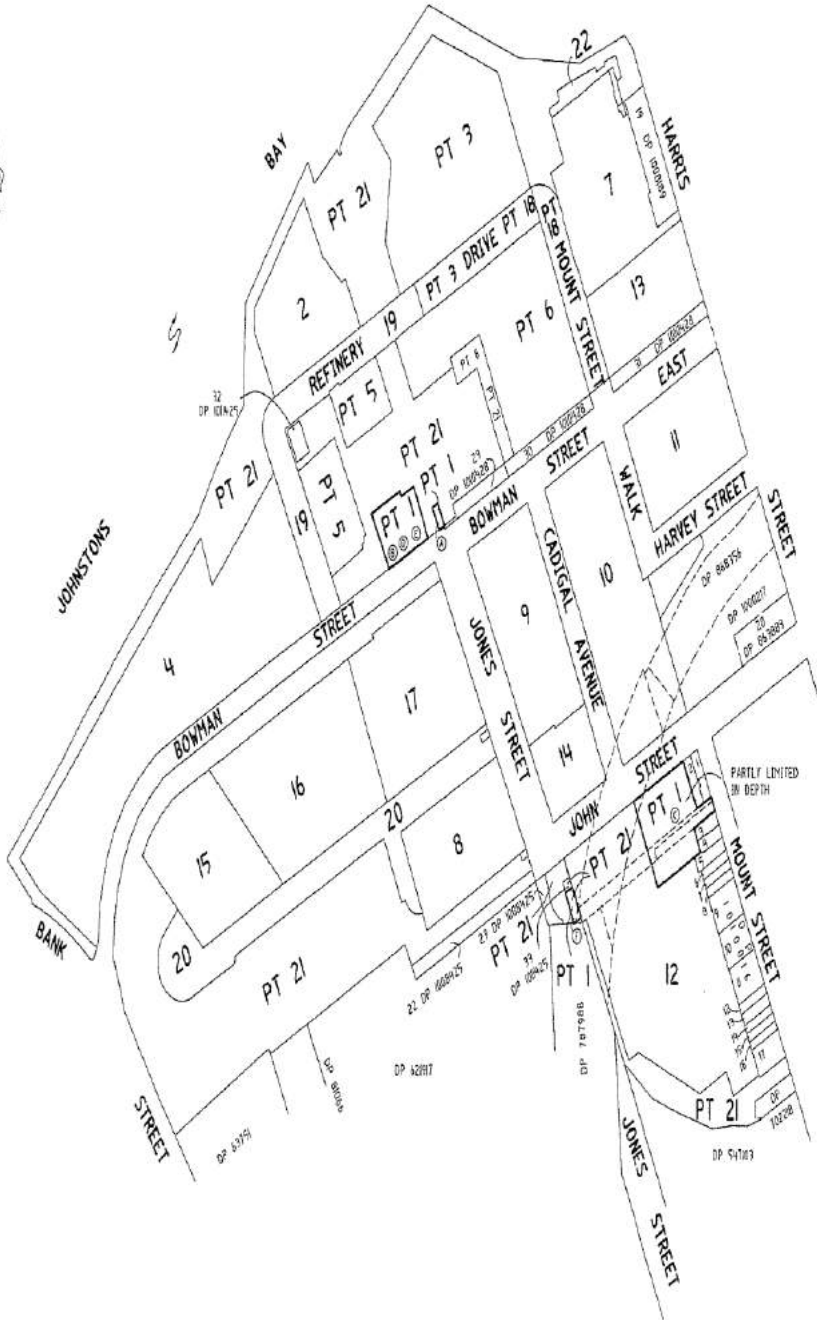
PLAN OF

Registered: LS 16-5-2000

PETER WILLIAM WATKINSON
 WHEELANS DK 206 SYDNEY
WATKINSON HAS BEEN A MEMBER OF THE ENGINEERING PROFESSION SINCE 1988 AND HAS BEEN A MEMBER OF THE AUSTRALIAN INSTITUTE OF PROFESSIONAL ENGINEERS SINCE 1990. HE IS A MEMBER OF THE AUSTRALIAN SOCIETY OF CIVIL ENGINEERS SINCE 1990. HE IS A MEMBER OF THE AUSTRALIAN SOCIETY OF SURVEYORS SINCE 1990. HE IS A MEMBER OF THE AUSTRALIAN SOCIETY OF CIVIL ENGINEERS SINCE 1990. HE IS A MEMBER OF THE AUSTRALIAN SOCIETY OF CIVIL ENGINEERS SINCE 1990.

Registered Surveyor under the Surveyors Act, 1992

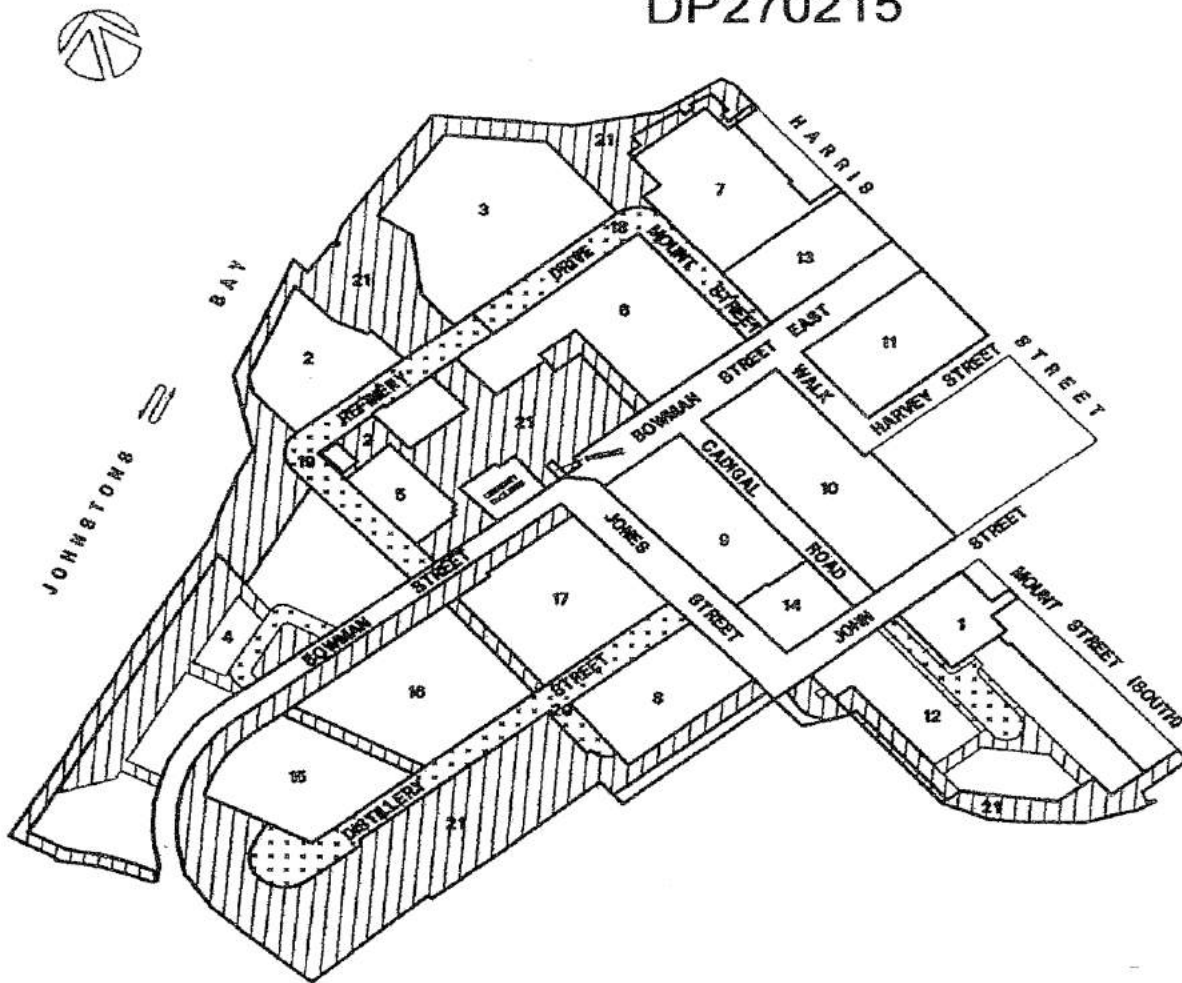
REGISTERED 15-12-2015





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

PLAN SHOWING AREAS TO BE DEDICATED

DP270215



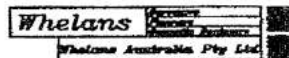
 LAND TO BE DEDICATED AS PUBLIC DOMAIN/PUBLIC OPEN SPACE

 LAND TO BE DEDICATED AS ROAD

NOTES

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

CAD REF: 7044-207.DWG



Whelans Australia Pty Ltd
ACN 071 666 630

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Level 5, 141 Elizabeth Street
Sydney NSW 2000
DX 138 Sydney
Footscray 61-2-9281 6012
Telephone 61-2-9282 2400

Parramatta Office
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13 Victoria Road
Parramatta NSW 2150
DX 28458 Parramatta
Footscray 61-2-9630 4699
Telephone 61-2-9630 4189

10th MARCH 2000

REGISTERED  15-12-2015

Sheet 34 of 38 sheets