
Lodger Details

Lodger Code 504011J
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Land Registry Document Identification

AR456526

STAMP DUTY:

Amendment of Management Statement (21CSM)

Jurisdiction NEW SOUTH WALES

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Land Title Reference	Part Land Affected?	Land Description
1/270003	N	

Applicant

COMMUNITY ASSOCIATION DP270003
Subdivisional body

Document Type

Amendment of Management Statement (21CSM)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	COMMUNITY ASSOCIATION DP270003
Signer Name	ADRIAN SIMON MUELLER
Signer Organisation	PARTNERS OF J S MUELLER & CO
Signer Role	PRACTITIONER CERTIFIER
Execution Date	23/09/2021

Form: 21CSM
 Release: 2-4

AMENDMENT OF MANAGEMENT STATEMENT

Leave this space clear. Affix additional pages to the top left-hand corner.

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	1/270003		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Email: _____ Reference: _____	CS
(C) APPLICANT	Community Association	Deposited Plan No. 270003	
(D)	The applicant certifies that by a <u>special</u> resolution passed on <u>25 August 2021</u> 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(E) BY-LAWS	Repealed By-Law 39	Added By-Law 39	as fully set out below
(F) TEXT OF ADDED BY-LAW	See Annexure A		



(G) The common seal of the Community association deposited plan 270003 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: *[Handwritten Signature]*
 Name of witness: JONATHAN HOANG - strata manager
 Date: 20/09/21

ANNEXURE "A" TO AMENDMENT OF MANAGEMENT STATEMENT

BY-LAW 39 – KEEPING OF ANIMALS

1. Introduction

This by-law sets out rules concerning the keeping of animals in the Community Parcel, being the land the subject of the Community Scheme. You must comply with this by-law.

2. Definitions

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "aquarium" means an aquarium not exceeding 200 litres in capacity;
- (b) "Community Association" means the corporation that:
 - (i) is constituted by section 25 of the Development Act; and
 - (ii) is established as a community association by section 5 of the Management Act,
- (c) "Community Property" means the lot shown in the Community Plan as community property;
- (d) "dangerous dog" means a dog that is dangerous or menacing within the meaning of the *Companion Animals Act 1998* and any regulations made under that Act (as amended);
- (e) "Development Act" means the *Community Land Development Act 1989* and includes any regulations made thereunder from time to time, and any legislation from time to time replacing that Act;

The Common Seal of Community Association SP270003 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: Jonathan Hoang

Name of Witness: JONATHAN HOANG - Strata Manager

Date: 20/09/21

- (f) "**Development Bill**" means the *Community Land Development Bill 2021* passed by both Houses of Parliament and which Bill has not yet commenced by assent as law, which Bill is presently expected to replace the Development Act;
- (g) "**Executive Committee**" means the executive committee of the Community Association as constituted or elected from time to time under the Development Act and the Management Act;
- (h) "**lot**" means a lot in the Community Scheme, being a Community Development Lot, a Neighbourhood Lot or a Strata Lot (as the case may be);
- (i) "**Management Act**" means the *Community Land Management Act 1989* and includes any regulations made thereunder from time to time, and any legislation from time to time replacing that Act;
- (j) "**Management Bill**" means the *Community Land Management Bill 2021* passed by both Houses of Parliament and which Bill has not yet commenced by assent as law, which Bill is presently expected to replace the Management Act;
- (k) "**occupier**" means an occupier of a lot;
- (l) "**owner**" means an owner of a lot;
- (m) "**pet application form**" means the pet application form set out in attachment "A" to this by-law.
- (n) "**Subsidiary Body**" means a Neighbourhood Association of a Neighbourhood Scheme, or an Owners Corporation of a Strata Scheme (as the case may be);
- (o) "**Subsidiary Body Property**" means the Association Property or Common Property (as the case may be) of a Subsidiary Scheme situated within the Community Scheme, being:
 - (i) the Neighbourhood Property of a Neighbourhood Scheme; or
 - (ii) the Common Property of a Strata Scheme,
- (p) "**Subsidiary Scheme**" means a Neighbourhood Scheme or a Strata Scheme (as the case may be)
- (q) "**strata committee**" means the strata committee of the Owners Corporation of a Strata Scheme;
- (r) "**you**" means an owner or occupier.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law;

- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- (c) words importing the singular number include the plural and vice versa;
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (e) any expression used in this by-law and which is defined in the Management Act will have the same meaning as that expression has in that Management Act unless a contrary intention is expressed in this by-law;
- (f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law; and
- (g) a provision that is a definition, being a capitalised term defined in By-Law 73 applies to any capitalised term used in the definitions to this by-law and in this by-law generally (except to the extent any such capitalised term is defined in a different manner in this by-law compared with the same term used in By-Law 73 in which event the definition contained in this by-law prevails),
- (h) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Animals Require Approval

- 3.1 Subject to Clause 5(1)(a) of Schedule 3 to the Development Act (and on commencement of the Management Bill, subject to section 130(6)), if your lot is:
 - (a) a lot situated within a Strata Scheme, you must not, without the prior written approval of the relevant Owners Corporation for the Strata Scheme in which your lot is situated, keep any animal (except a small caged bird or fish kept in a secure aquarium on a lot) on a lot or on the relevant Common Property of the Strata Scheme; or
 - (b) a lot situated within a Neighbourhood Scheme, you must not without the prior written approval of the Community Association, keep any animal (except a small caged bird or fish kept in a secure aquarium on a lot) on a lot or the relevant Neighbourhood Property.
- 3.2 Subject to Clause 5(1)(b) of Schedule 3 to the Development Act (and on commencement of the Management Bill, subject to section 130(6)), you must not, and you must ensure that your

invitees do not, bring any animal onto the Community Property without the prior written approval of the Community Association.

3.3 Subject to Clause 5(1)(b) of Schedule 3 to the Development Act (and on commencement of the Management Bill, subject to section 130(6)), you must ensure that your invitees do not:

- (a) bring any animal to your lot or to any Common Property if your lot is situated within the relevant Strata Scheme without the prior written approval of the relevant Owners Corporation for that Strata Scheme; or
- (b) bring any animal to your lot or to any Neighbourhood Property of a relevant Neighbourhood Scheme without the prior written approval of the Community Association.

4. Applying for Approval to Keep Animals pursuant to clause 3.1

4.1 If your lot is:

- (a) situated within a Strata Scheme, if you want to keep an animal (except a small caged bird or fish kept in a secure aquarium on a lot) on a lot or the Common Property of that Strata Scheme you must make an application in writing to the Owners Corporation for approval to keep the animal on the lot or the relevant Common Property; or
- (b) situated within a Neighbourhood Scheme, if you want to keep an animal on a lot or the Neighbourhood Property, you must make an application in writing to the Community Association for approval to keep the animal on the lot or relevant Neighbourhood Property.

4.2 Your application must be made to:

- (a) the Owners Corporation of the Strata Scheme of which your lot forms a part; or
- (b) the Community Association if your lot is a lot in a Neighbourhood Scheme;

on any pet application form that has been approved by the Owners Corporation or the Community Association (as the case may be)(being substantially in the same form as the pet application form attached to this by-law) and sent to the strata managing agent of the relevant Owners Corporation or the Community Association (as the case may be) or, if there is none, to the Secretary of the relevant Owners Corporation or the Community Association (as the case may be).

4.3 Your application must contain:

- (a) your name, lot number, address and telephone number;
- (b) a description of the animal you wish to keep on the lot or common property including:
 - i. the type and breed of the animal;

- ii. the size of the animal including its current weight and height and its anticipated weight and height when fully grown;
 - iii. the age of the animal;
 - iv. (in the case of a cat or dog) details of the registration of the animal with the local council and of any microchipping of the animal;
 - v. (in the case of a cat or dog) details of all immunisations of the animal;
 - vi. a photograph of the animal;
- (c) (in the case of an application by an occupier who is not an owner) the written consent of the owner of the lot to the application.
- 4.4 The Owners Corporation or the Community Association (as the case may be) may request that you provide additional information to supplement the information included in your application.

5. Deciding an Application for Approval to Keep Animals pursuant to clause 4.1

- 5.1 The Owners Corporation may:
- (a) approve your application for approval to keep an animal on the lot or the Common Property of the relevant Strata Scheme (with or without conditions); or
 - (b) withhold its approval of the keeping of the animal on the lot or the or the Common Property of the relevant Strata Scheme, but it must not act unreasonably when doing so.
- 5.2 The Community Association may:
- (a) approve your application for approval to keep an animal on the lot in a Neighbourhood Scheme or the relevant Neighbourhood Property (with or without conditions); or
 - (b) withhold its approval of the keeping of the animal on the on the lot in a Neighbourhood Scheme or the relevant Neighbourhood Property, but it must not act unreasonably when doing so.
- 5.3 The Community Association must, within 21 days of receipt of an application for approval to keep an animal in a lot in a Neighbourhood Scheme or on Neighbourhood Property, refer the application to the relevant Neighbourhood Association and take into account any comments or objections made by any lot owner or resident of that Neighbourhood Association (or by any authorised person on behalf of such lot owner or resident) that are received by the Community Association within 21 days of the Community Association serving each lot owner or resident in that Neighbourhood Association with a copy of the relevant pet application form.
- 5.4 Without limiting clauses 5.1 or 5.2, it will be reasonable for:
- (i) an Owners Corporation; or
 - (ii) the Community Association

(as the case may be)

to withhold its approval of the keeping of animal on:

- (iii) the lot or the Common Property of the relevant Strata Scheme if the lot is situated within that Strata Scheme; or
- (iv) the lot or Neighbourhood Property if that lot is situated within a Neighbourhood Scheme;

(as the case may be)

where:

- (a) you are already keeping more than one animal that is a dog or a cat on the lot;
- (b) your application is to keep more than one animal on the lot which is a dog or cat or if approved would result in you doing so;
- (c) your application is to keep a dangerous or menacing dog; or
- (d) your application is to keep a dog or cat that has not been registered with the local council or microchipped or immunised.

5.5 The Owners Corporation (with respect to any approval granted pursuant to clause 5.1) may revoke any approval to keep an animal on the lot or the Common Property of the relevant Strata Scheme it issues under this by-law in the event that you breach this by-law but it must act reasonably when doing so.

5.6 The Community Association (with respect to any approval granted pursuant to clause 5.2) may revoke any approval to keep an animal on a lot in a Neighbourhood Scheme or the relevant Neighbourhood Property it issues under this by-law in the event that you breach this by-law but it must act reasonably when doing so.

5.7 Without limiting clauses 5.5 or 5.6, it will be reasonable for the Owners Corporation or the Community Association (as the case may be) to revoke an approval it issues under this by-law if your animal:

- (a) causes a nuisance or hazard to the owner or occupier of another lot, or to any person lawfully using Subsidiary Body Property or Community Property; or
- (b) unreasonably interferes with the use or enjoyment of another lot or of the Community Property or of any Subsidiary Body Property (as the case may be) by any person,

5.8 Notwithstanding and despite the foregoing provisions:

- (a) if your animal causes a nuisance or hazard to an owner or occupier of a lot within the Community Parcel, or causes a nuisance or hazard to any person lawfully using Community Property or property within the Community Parcel; or
- (b) if your animal unreasonably interferes with use or enjoyment of another lot within the Community Parcel, or causes a nuisance or hazard to any person lawfully using

Community Property or any other property within the Community Parcel outside the lot in the Subsidiary Scheme for which you have received the Subsidiary Body's approval to keep such animal;

- (c) if you have otherwise not complied with the provisions of this by-law with respect to the keeping of your animal;

the Community Association may revoke your approval (if you are the owner or occupier of a lot in a Neighbourhood Scheme), or direct the relevant Owners Corporation to revoke your approval by serving a written notice on that Owners Corporation requiring it to do so, and your approval, if from the Community Association will be revoked within (7) days, and the Owners Corporation must revoke your approval within seven (7) days of receiving such notice from the Community Association to do so.

- 5.9 If your animal causes harm (physical or otherwise) to any person in the Community Parcel, the Community Association shall be entitled, despite any other provision of this by-law, to require you to immediately remove your animal from the Community Parcel.
- 5.10 If you receive approval from an Owners Corporation to the keeping of any animal on your lot in a Strata Scheme, you must notify the Community Association in writing of the date of your approval, any conditions of approval and submit to the Community Association a copy of your pet application form that you submitted to the Owners Corporation for their approval, within seven (7) days of receiving such approval from the Owners Corporation to the keeping of your animal.
- 5.11 Any approval issued by the Owners Corporation or the Community Association (as the case may be) under this by-law relates to the animal(s) that is the subject of your application for approval and does not relate to, benefit or bind any other animal or any other owner or occupier including your successors.
- 5.12 Any approval issued by the by an Owners Corporation or the Community Association (as the case may be) under this by-law will expire on the death of the animal to which the approval relates.

6. Rules for Keeping Animals

If you keep or obtain the prior written approval of an Owners Corporation under clause 5.1, or the Community Association under clause 5.2, (as the case may be), to keep an animal on a lot, then you must:

- (a) **(notification)** notify the Owners Corporation, or the Community Association, (as the case may be), that gave you that prior written approval, that the animal is being kept on the lot and when the animal is no longer kept on the lot;
- (b) **(location of animal)** keep the animal within your lot and ensure that the animal is not kept in and does not remain on Community Property other than for the purposes of entering or exiting your lot via that Community Property;

- (c) **(animal on common property)** carry the animal or ensure that the animal is adequately tethered to a leash when it is on any Subsidiary Body Property or Community Property;
- (d) **(prohibition on tethering)** not chain or tether the animal to any Subsidiary Body Property or Community Property at any time;
- (e) **(prohibition on nuisance)** ensure that the animal does not cause a nuisance or hazard to or disturb or interfere with the use or enjoyment of the owner or occupier of another lot or any person in the Community Parcel;
- (f) **(prevention of damage)** ensure that the animal does not cause any damage to any lot or to any Subsidiary Body Property or to any Community Property;
- (g) **(identification of animal)** (in the case of a cat or dog) ensure the animal is appropriately identified by a tag attached to a collar on the animal or by other appropriate means and that such identification includes the name of the animal, a telephone number for a contact person for the animal and the address of the lot in the Community Scheme in which the animal lives;
- (h) **(registration of animal)** (in the case of a cat or dog) ensure the animal remains at all times registered with the local council and microchipped and that its immunisations are kept current;
- (i) **(care of animal)** ensure the animal is properly cared for and (in the case of a cat or dog) regularly groomed and treated for fleas, worms and other parasites;
- (j) **(cleaning)** take such action as may be necessary to immediately clean all areas of the lot, the relevant Subsidiary Body Property or Community Property (as the case may be) that are soiled by the animal;
- (k) **(disposal of waste)** place any faeces of the animal in a bag that is securely wrapped (so as to prevent spills or odours) and placed in a garbage bin;
- (l) **(maintenance of animal enclosures)** properly maintain and keep in a state of good and serviceable repair and, where necessary, renew or replace any enclosure or structure (such as an aquarium or cage) in which you keep the animal;
- (m) **(preventing spills)** not spill water or allow water to leak from any aquarium in which any fish are kept by you;
- (n) **(indemnity)** indemnify:
 - (i) the Subsidiary Body in which your lot is situated from and against any loss or damage (including costs and expenses) it incurs or suffers or any claims that are made against it arising out of or as a result of the keeping of the animal in your lot, anything done by the animal including any injury or damage caused by the animal or any breach of this by-law by you including any costs the Subsidiary Body incurs cleaning any area of Subsidiary Body Property that is soiled or made dirty by the animal or repairing any damage to the Subsidiary Body Property caused by the animal; and

- (ii) the Community Association from and against from and against any loss or damage (including costs and expenses) it incurs or suffers or any claims that are made against it arising out of or as a result of the keeping of the animal in your lot, anything done by the animal including any injury or damage caused by the animal or any breach of this by-law by you including any costs the Community Association incurs cleaning any area of Community Property that is soiled or made dirty by the animal or repairing any damage to the Community Property caused by the animal;
- (o) **(payment)** pay to:
 - (i) the Subsidiary Body in which your lot is situated any reasonable amount that is due and payable under the indemnity provided by you under the sub-clause (n)(i) of this by-law when requested to by the Subsidiary Body (which amount the Subsidiary Body may recover from you as a debt); and
 - (ii) the Community Association any reasonable amount that is due and payable under the indemnity provided by you under the sub-clause (n)(ii) of this by-law when requested to by the Community Association (which amount the Community Association may recover from you as a debt); and
- (p) **(compliance with approval conditions)** comply with any conditions of approval issued by the Owners Corporation or the Community Association (as the case may be).

7. Assistance Animals

If you keep an assistance animal on a lot you must, if required to do so by:

- (a) the relevant Owners Corporation (if a lot in a strata scheme); or
- (b) Neighbourhood Association or Community Association (if a lot in a Neighbourhood Scheme); (as the case may be),

provide evidence to the Subsidiary Body or the Community Association (as the case may be) demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

8. Role of Executive Committee and Subsidiary Body Committees

The:

- (a) Executive Committee may make any decision for and on behalf of the Community Association under this by-law; and
- (b) executive committee of any Subsidiary Body that is a Neighbourhood Association may make any decision for and on behalf of the Neighbourhood Association under this By-Law; and
- (c) strata committee of a Subsidiary Body that is a Strata Scheme may make any decision for and on behalf of the owners corporation under this by-law.

ATTACHMENT "A"

Pet Application Form

1	Your name(s):	
2	Lot number:	
3	Full address and telephone number:	
4	Description of the animal you wish to keep: (a) type/breed of animal; (b) size of animal including weight and height; (c) age of animal; (d) details of registration with local council and micro chipping details; (e) details of immunisations of the animal; (f) attach a photograph of the animal.	
5	(If your are a tenant) attach written consent of owner of the lot	
6	Any further details concerning the animal	

Dated.....

Signature(s):.....

The Common Seal of Community Association SP270003 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: *[Handwritten Signature]*

Name of Witness: *JONATHAN HOANG - Streets Manager*

Date: *20/09/21*