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Land Registry Document Identification

AV825718

STAMP DUTY:

Amendment of Management Statement (21CSM)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
1/270241	N	

Applicant

COMMUNITY ASSOCIATION DP270241
Other legal entity

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 law and any Prescribed Requirement.

Executed on behalf of COMMUNITY ASSOCIATION DP270241
Signer Name JOSHUA LEE
Signer Organisation DAVID SUTHERLAND BANNERMAN
Signer Role PRACTITIONER CERTIFIER
Execution Date 28/01/2026

Form: 21CSM
Release: 2.7

**AMENDMENT/CONSOLIDATION
OF
MANAGEMENT STATEMENT**

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

New South Wales

Section 108 Community Land Development Act 2021

Section 28 Community Land Development Regulation 2021

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.

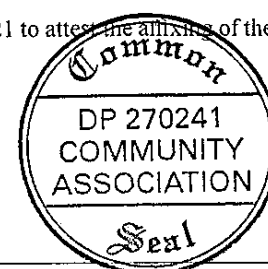
(A) TORRENS TITLE	1/270241				
(B) LODGED BY	Document Collection Box	Name, Address, Telephone, and Customer Account Number if any Bannermans Lawyers Level 3, 65 Berry Street North Sydney NSW 2060 Email: <u>amaltman@bannermans.com.au</u> Reference: <u>23765</u>	CODE CS		
(C) APPLICANT	<table border="1"><tr><td>Community Association</td><td>Deposited Plan No. 270241</td></tr></table>			Community Association	Deposited Plan No. 270241
Community Association	Deposited Plan No. 270241				
(D)	The applicant certifies that a special resolution was passed on 25 November 2025 pursuant to the requirements of section 131 of the Community Land Management Act 2021 to amend the management statement as follows:				
(E) BY-LAWS	<table border="1"><tr><td>Repealed N/A</td><td>~~Added~~/Amended Schedule 1 as fully set out below</td></tr></table>			Repealed N/A	~~Added~~ /Amended Schedule 1 as fully set out below
Repealed N/A	~~Added~~ /Amended Schedule 1 as fully set out below				
(F) TEXT OF ADDED/AMENDED BY-LAW	Clause 2.01 of Schedule 1 of the Community Management Statement (Architectural and Landscape Standards) on page 13 of 79.				

- (G) A consolidated version of the management statement affecting the abovementioned association and incorporating the change referred to at Note (E) is annexed hereto and marked
- (H) The common seal of the Community association deposited plan 270241 was affixed hereto in the presence of a person authorised by section 235 of the Community Land Management Act 2021 to attest the affixing of the seal.

Signature of witness: *[Signature]*

Name of witness: *Lucy Rose Scott*

Date: *23.01.26*



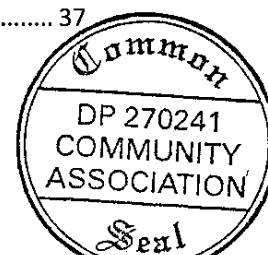


Consolidated Community Management Statement for DP270241

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COMMUNITY LAND DEVELOPMENT ACT

COMMUNITY MANAGEMENT STATEMENT

WARNING

The terms of this management statement are binding on the community association, each subsidiary body within the community scheme and each person who is a proprietor, lessee, occupier or mortgagee in possession of a community development lot, precinct development lot, neighbourhood lot or strata lot within the community scheme.

Part 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

1. The name of City Quarter

Who owns the name?

- 1.1 Subject to this by-law, the logo of City Quarter on page 1 of this management statement is the property of the Developer.

Using the logo

- 1.2 The Developer must licence use of the logo of City Quarter to the Community Association on the terms agreed between the parties. The Community Association may use the logo according to the licence agreement.
- 1.3 You must have consent from the Developer to use the logo for your own benefit (eg for advertising, promotion or commercial undertakings).

Changing the name

- 1.4 The Community Association may change the name of City Quarter only by unanimous resolution and with the written consent of the Developer.

Assignment of rights

- 1.5 The Developer may, in its absolute discretion, assign its rights under this by-law to the Community Association.

2. The Architectural Code

- 2.1 The Architectural Code is designed to protect the architectural integrity of City Quarter. It sets standards for the external appearance of Lots and Strata Schemes, window coverings, security devices and other issues relevant to the architecture and landscaping of City Quarter.

- 2.2 The Community Association may adopt by way of unanimous resolution an Architectural Code, or amend, modify or replace that code from time to time.
- 2.3 When the Community Association adopts, amends, modifies or replaces the Architectural Code, the Architectural Code forms part of the management statement.
- 2.4 Subject to this by-law, the persons who must comply with the Architectural Code are:
 - a) the Community Associations;
 - b) Owners Corporations; and
 - c) the owners and occupiers of Lots.
- 2.5 This by-law and the Architectural Code do not prohibit or limit the right of the Developer to construct City Quarter according to by-law 12.

3. How to change the Architectural Code

- 3.1 The Community Association may change or add to the Architectural Code only by unanimous resolution.
- 3.2 You or an Owners Corporation may make a written application to the community Association to change or add to the Architectural Code.
- 3.3 The application must:
 - a) include enough information to give the Community Association a clear understanding of what the applicant proposes; and
 - b) specify how the applicant wants the Community Association to change or add to the Architectural Code.
- 3.4 The Community Association may ask an applicant for more information about their application. The applicant must supply the information in a reasonable time.
- 3.5 The Community Association may refuse an application if the applicant does not supply further information in a reasonable time.
- 3.6 The Community Association must:
 - a) make a decision about an application within one month after receiving an application (unless the Community Association and the applicant agree otherwise); and
 - b) immediately advise the applicant in writing of its decision.

4. Building Works and Landscape Works

When is consent necessary?

- 4.1 Subject to this by-law, you and Owners Corporation must have consent from the Community Association to carry out Building Works and Landscape Works.
- 4.2 If you the owner or occupier of a Strata Lot, you may also need consent from your Owners Corporation to carry out the proposed Building Work or Landscape Work. See by-law 5 for more information. You cannot make an application to the Community Association under this by-law until you obtain the necessary consents from your Owners Corporation.
- 4.3 This by-law does not prohibit or limit the right of the Developer to construct City Quarter according to by-law 12. The Developer does not need consent from the Community Association to carry out Building Works or Landscape Works during the construction of City Quarter.

How to apply

- 4.4 You and Owners Corporations must make a written application to the Community Association for consent under this by-law. The application must include enough information to give the Community Association a clear understanding of the Building Works or Landscaping Works which the applicant proposes to carry out;
 - a) include plans and specifications according to this by-law;
 - b) clearly identify how the proposal complies with the theme of City Quarter; and
 - c) clearly identify how the proposal complies with the Architectural Code.
- 4.5 Plans and specifications for Building Works must:
 - a) show the design, height, width, colour size, materials and location of the proposed Building Works;
 - b) show the location of the proposed Building Works and how they relate to the surrounding areas; and
 - c) include a landscaping proposal.
- 4.6 Plans and specifications for Landscape Works must:
 - a) show the design, types of plants, shape, colour, height, quantity and location of the proposed Landscape Works;
 - b) show the location of the proposed Landscape Works and how they relate to the surrounding areas;
 - c) show the nature and type of proposed landscaping materials; and
 - d) explain how the applicant will deal with existing plants.

Request for further information

- 4.7 The Community Association may request an applicant to supply further information about their application. The applicant must supply the information in a reasonable time.

- 4.8 The Community Association may refuse an application if the applicant does not supply further information in a reasonable time.

Criteria for deciding an application

- 4.9 For applications under this by-law, the Community Association must consider the information in the application and:
- a) the theme of City Quarter;
 - b) the Architectural Code;
 - c) the suitability and quality of the proposed Building Works or Landscape Works;
 - d) the harmony of the proposed Building Works or Landscape Works with existing structures and landscaping;
 - e) this management statement; and
 - f) rules.

The consent process

- 4.10 The Community Association must refuse an application under this by-law if the proposed works do not comply with:
- a) the theme of City Quarter; or
 - b) the Architectural Code.
- 4.11 The Community Association may make conditions if it gives consent under this by-law. The applicant must comply with the conditions.
- 4.12 The Community Association must:
- a) make a decision about an application within one month after receiving the application (unless the Community Association and the applicant agree otherwise); and
 - b) immediately advise the applicant in writing of its decision and any conditions that apply to its decision.

Arrangements to do the work

- 4.13 If the Community Association gives you consent to carry out Buildings Works or Landscaping Works under this by-law, you must:
- a) arrange with the Community Association a suitable time and means by which to access City Quarter to carry out the works;
 - b) comply with the reasonable requirements of the community Association about the time and means by which you must access City Quarter to carry out the works; and
 - c) ensure that the contractors and any persons involved in carrying out the works comply with the reasonable requirements of the Community Association about the times and means by which they must access City Quarter to carry out the works.

- 4.14 In addition to its powers under the Act, the Community Association has the power to appoint another person (eg the Site Manager) to perform its functions under by-law 4.13. If this happens, you must make your arrangements with that other person and comply with their reasonable requirements.

5. Building works inside a Strata Scheme

Who must comply with this by-law?

- 5.1 You must comply with this by-law if you are the owner or occupier of an Apartment, Retail Lot, Car space or Storage Space.

When is consent necessary?

- 5.2 Subject to this by-law, you must have consent from your Owners Corporation to carry out Strata Building Works in your Strata Lot or in your Strata Scheme.
- 5.3 You must also have consent from the Community Association under by-law 4 if the work you propose to do changes the external appearance of your Strata Lot or your Strata Scheme. You may apply for consent from your Owners Corporation only after the Community Association has given its consent.

When is consent not necessary?

- 5.4 You do not need consent from your Owners Corporation to do minor work or make minor alterations to the interior of Common Property structures enclosing your Strata Lot (eg hang pictures or put nails or screws into Common Property walls).

How to apply for consent

- 5.5 You must make a written application to your Owners Corporation for consent under this by-law. Your application must:
- a) include enough information to give the Owners Corporation a clear understanding of the Strata Building Works which you propose to carry out;
 - b) include plans and specifications according to this by-law;
 - c) clearly identify how the proposed Strata Building Works comply with the theme of City Quarter; and
 - d) clearly identify how the proposed Strata Building Works comply with the Architectural Code.

Request for further information

- 5.6 The Owners Corporation may request you to supply plans, specifications and further information about your application. In particular, the Owners Corporation may request you to submit plans and specifications that comply with by-laws 4.5 and 4.6 if you propose to change the external appearance of your Strata Lot or your Strata Scheme.
- 5.7 You must supply all information requested by the Owners Corporation in a reasonable time.

- 5.8 The Owners Corporation may refuse your application if you do not supply the information in a reasonable time

Criteria for deciding an application

- 5.9 For applications under this by-law, the Owners Corporation must consider the information in the application and:
- a) the theme of City Quarter;
 - b) the Architectural Code;
 - c) the suitability and quality of the proposed Strata Building Works;
 - d) the by-laws for the Owners Corporation;
 - e) this management statement; and
 - f) the Rules.

The consent process

- 5.10 The Owners Corporation may make conditions if it gives you consent under this by-law. You must comply with the conditions.
- 5.11 The Owners Corporation must:
- a) make a decision about your application within one month after receiving your application (unless you and the Owners corporation agree otherwise); and
 - b) immediately advise you in writing of its decision and any conditions that apply to its decision.

Arrangements to do the work

- 5.12 If your Owners Corporation gives you consent to carry out Strata Buildings Works under this by-law, you must:
- a) arrange with the Owners Corporation a suitable time and means by which to access your Strata Scheme to carry out the works;
 - b) comply with the reasonable requirements of your Owners Corporation about the time and means by which you must access your Strata Scheme to carry out the works; and
 - c) ensure that contractors and any persons involved in carrying out the works comply with the reasonable requirements of your Owners Corporation about the times and means by which they must access your Strata Scheme to carry out the works.
- 5.13 In addition to its powers under the Strata Act, an Owners Corporation has the power to appoint another person to perform its functions under by-law 5.12. If this happens, you must make your arrangements with that person and comply with their reasonable requirements.

6. Your obligations when you do building or landscaping works

Consent process before work is done

- 6.1 Before you carry out Building Works, Strata Building Works or Landscaping Works you must obtain necessary consents from the Community Association, your Owners Corporation and Government Agencies.
- 6.2 You may apply for consent from Government Agencies only after you have obtained necessary consents from the Community Association or your Owners Corporation.

Doing the work

- 6.3 When you carry out Building Works, Strata Building Works or Landscaping Works you must:
 - a) comply with this management statement;
 - b) comply with the theme of City Quarter;
 - c) comply with the Architectural Code;
 - d) comply with the by-laws for your Owners Corporation;
 - e) comply with the law;
 - f) use qualified, reputable and, where appropriate, licensed contractors;
 - g) effect suitable insurances;
 - h) not damage or interrupt Services;
 - i) do the work in a proper manner and to the reasonable satisfaction of the Community Association or your Owners Corporation (as appropriate); and
 - j) repair any damage you (or persons doing the work on your behalf) cause to Community Property, Common Property or the property of an owner or occupier.

7. The effect of past decisions

- 7.1 The Community Association may review applications under this Part 1 and may give or refuse consent in its absolute discretion. The Community Association is not bound by its past decisions.
- 7.2 An Owners Corporation may review applications under this Part 1 and may give or refuse consent in its absolute discretion. An Owners Corporation is not bound by its past decisions.

Architectural Code

30 April 2009

Schedule 1 ARCHITECTURAL and LANDSCAPE STANDARDS

REFERRED TO IN THE
COMMUNITY MANAGEMENT STATEMENT

IN RESPECT OF THE

CITY QUARTER

COMMUNITY SCHEME

DP 270241

1.00 PRELIMINARY

1.01	Citation	These are the Architectural and Landscape Standards adopted by the community association in accordance with its community management statement.
1.02	Interpretation	These Architectural and Landscape Standards are to be read subject to the extent permitted by law and development consent conditions of City of Sydney Council including without limitation requirements under the Heritage Act 1977. These Architectural and Landscape Standards do not require works which existed prior to the adoption of these standards by the Community Association to be removed.

2.00 GENERAL		
2.01	Floor Area Constraint	No increase in the enclosed floor area is permitted and balconies and Terraces are not to be temporarily or permanently enclosed except for: (1) lot 28 in strata plan 71747 in accordance with the plans numbered DA01, DA02, DA03, DA04 and DA05 prepared by Supersoma and dated May 2014 and the statement of environmental effects prepared by Supersoma; (2) the enclosure of courtyards forming part of lots in Strata Scheme No. 70293, being those courtyards located on level 1 and shown and marked "C" on sheet 4 of strata plan of subdivision registered number SP70293; (3) lot 58 in strata plan 71745 in accordance with the report of Dynamic Structural Engineering Group dated 14 February 2015 and plans numbered 658/13 prepared by Affordable Plans; and (4) lot 119 in strata plan 82487 in accordance with the scope of works and construction drawings prepared by Palfreeman Sweeney Architects, the structural design certification prepared by Law & Dawson Pty Ltd dated 20 May 2025 and Notice of Determination of a Development Application issued by City of Sydney on 18 October 2024 in respect of the application number D/2024/659.
2.02	Architectural and Landscape Character to be maintained	Any external works, being repair, modification, or replacement to any building, structure, fence, paving, planted area or other element is to be consistent in finish and appearance with respect to colour, texture, and quality with the original design and the built plans which may be held by the Community Association or the relevant owners corporation.
2.03	Signage	All signage is to be consistent in design, type style, colour, material and quality of the original design. All signs on Community Property or common areas within owners corporations or visible from either of the places must be approved by the Community Association.

3.00 BUILDINGS		
3.01	Roofs	Roof material, finish, colour and detail is to be in accordance with the original construction.
3.02	Roof Mounted Fixtures	Roof-mounted fixtures including electronic transmission/receiving antennae, solar collectors, hot water heaters, plant, vents, flues must not be installed in a place that is visible from the street or Community Association roads.
3.03	Rainwater Goods	Gutters & down pipe materials, finish and colour are to be in accordance with the original construction.
3.04	External Plumbing & Services	No external plumbing, pipes, wires, conduits, vents or the like are permitted to an external face or roof of the building.

3.05	Walls	Wall materials, finish and colour are to be in accordance with existing materials, finishes and colours in each strata.
3.06	Windows & Doors	Window and door frame materials, finish and colour are to be in accordance with existing materials, finishes and colours in each strata.
3.07	Insect screens	Any insect screens are to be aluminium framed, with vertical and horizontal framing to match mullion and rail pattern of the window. The finish and colour is to match the window. Screen fabric is to be black. All screens used on the building are to be of the same design.
3.08	Security Screens	Any security screens are to be installed internally except to inward opening hinged doors. Screens are to comprise vertical and/or horizontal members. Diagonal or decorative bars are not permitted. The colour of all materials is to be consistent with colours used on other external features of the building. All screens used on the building are to be of the same design. All security screens must comply with Fire Regulations.
3.09	Internal Window Coverings, curtains blinds	All internal window coverings are to conform to the materials and colours existing in each strata.
3.10	External Blinds & Shading Devices	External shading devices including shutters, blinds, pergolas, retractable awnings are to be consistent in finish and appearance and performance with those on the original building.
3.11	Garage Doors	Garage door materials, finish and colour are to be in accordance with existing materials, finishes and colours in each strata.
3.12	Rubbish	All rubbish must be deposited in the garbage rooms provided within each building and sorted for recycling.
3.13	Retail Areas	All retail areas must comply with By Laws 12, 13, 14, 15 and 16 of strata plan 71747.

3.14	Garage storage units	Garage storage unit materials, finish and colour are to be in accordance with existing units where installed and are to be constructed in opaque materials that prevent stored items being seen.
3.15	Garage enclosures and storage cages	Garage enclosure and storage cage materials, finish and colour are to be in accordance with existing materials, finishes and colours in each strata. The supervision and leasing of storage cages is to be managed in accordance with the By-laws of the strata concerned.

4.00 EXTERNAL WORKS		
4.01	Fences & Gates	Fence & gate materials, finish and colour are to be in accordance with existing materials, finishes and colours in each strata.
4.02	Privacy Screens	Privacy screen materials, finish and colour are to be in accordance with existing materials, finishes and colours in each strata.
4.03	Garden Walls, Retaining Walls	Garden wall and retaining wall materials, finishes and colours are to be in accordance with the original construction.
4.04	Ancillary Buildings	No sheds, pavilions, gazebos or other ancillary buildings or structures are to be erected on any lot or common property areas or part of Community Property.
4.05	Air-conditioning & Ventilation Plant	No air-conditioning or ventilation evaporative condensers, cooling towers or other plant is to be located on a balcony or terrace, or be visible from another lot or passers by without prior approval from the Community Association. Air conditioning units to be installed on balconies must comply with the appropriate by-laws of the owners corporation concerned and be further approved by the Community Association. One piece package units, normally referred to as room air conditioners, which protrude through windows or walls are not permitted.
4.06	Gas, Water, power, and other utility installations	Gas, water, power, and other utility installations, valve, meters etc are to be concealed from view in a manner integrated into, and consistent with, the building and landscape design.

4.07	Mail Boxes	Mailbox materials, finishes, numbers and colours are to be in accordance with the original design. No additional boxes are permitted.
4.08	Paving	Balcony, terrace and other paving and driveway materials, finish and colour are to be in accordance with existing materials, finishes and colours.
4.09	Security Alarm Systems	No external audio or visual mounted security alarm equipment is permitted, except for the Terraces.
4.10	External Light Fittings	All building mounted, and landscape light fittings are to match in type, performance, colour, output and quality that of the original design.
4.11	Handrails & Balustrades	Handrails and balustrade materials, finish and colour are to be in accordance with existing materials, finishes and colours. Nothing may be placed on or be affixed to balustrades.
4.12	Clothes Drying	External drying of clothes etc, other than using clothes drying facilities provided in the original design is not permitted. Small, collapsible clothes driers may be used discreetly on loggias or balconies.
4.13	Driveway/ Crossovers	Driveway and crossover materials, finish and colour are to be in accordance with the original construction. The width or area of hardstand material on the land or nature strip is not to be increased.
4.14	Car Washing & Maintenance	Car washing is prohibited except in the designated car wash bays with pollution control systems. No vehicle maintenance activity involving lubricants or pollutants of any kind is permitted.
4.15	Commercial Vehicle Parking	Commercial vans, trucks, or any other large vehicles are not to be parked overnight except in an enclosed garage area.
4.16	Trailer/Van/ Boat Parking	Trailers, vans, boat trailers and the like are not to be parked overnight except in an enclosed garage area.

4.17	Swimming Pools, Spas, Hot Tubs	Unless provided in the original design swimming pools, spas, hot tubs and the like are not permitted.
4.18	Barbecues on balconies and terraces	Except where barbecues are inbuilt, barbecues must be mobile. All barbecues are to be kept clean at all times.
4.19	Heating units on terraces and balconies	External fixed heating units must be approved by the Community Association.
4.20	External building mounted fans and fan lights	a) No building mounted fan or fan light is to be located on a balcony or terrace, or be visible from another lot or to passers-by, without the prior approval of the Community Association. b) For installation of balcony or terrace -mounted fans or fan lights to be permitted, the prior approval of the appropriate Owners Corporation must be secured, they must be consistent in colour and style as specified by the Owners Corporation, and must comply with the appropriate by-laws of the Owners Corporation concerned. c) An application cannot be made to the Community Association under this by-law until the necessary approvals from the appropriate Owners Corporation are obtained.

5.00 LANDSCAPE		
5.01	Pot plants on balconies and terraces	Pot plants, and planting of any kind is not to be placed on balustrades. Where planters were included in the original design plant material is to be consistent with other plantings within the building.

5.02	External Furniture, seats, tables, umbrellas etc	External terrace or balcony furniture is limited to furniture and fittings of an outdoor nature.
5.03	Lawns, Grassed Areas, Turf	The only permitted grass species at City Quarter is Sir Walter Buffalo variety.

5.04	Nature Strip Planting	The nature strip, where planted is a City Quarter master-planned community streetscape asset. Nature strip planting, where Community Property is to be preserved, maintained and fostered to maturity in accordance with the original design or the design as approved by Council and / or the Community Association.
5.05	Hedging, Group, & Row Planting	Hedging, group and row planting is to be retained, maintained and fostered in accordance with the original design.
5.06	Private Courtyard Planting	Planting to private courtyards is to be consistent with the original design. Invasive, spreading species or any planting adversely impacting on another lot is not permitted.
5.07	Communal Area Planting	Planting to communal areas is to be consistent with the original design. Invasive, spreading species or any planting adversely impacting on another lot is not permitted.
5.08	Landscape Irrigation	Any proposals for changes to irrigation systems are to be accompanied by a qualified hydraulic consultant's assessment of the potential impacts on drainage and building water-proofing systems. Any repairs are to be consistent with the original installation.

Schedule A Plant List - 2023

The dot points below have been provided as a guide to enable each Strata to choose the most appropriate plant/tree.

Schedule of Plants

- *In general, plantings around existing buildings are to be maintained and replaced with similar species if necessary to maintain the original architectural designs in accordance with Item 5 of the Architectural Code.*
- *Any new plantings should be selected from the Schedule of Plants below.*
- *Any new plantings that do not comply with Schedule of Plants require Community Association Approval before planting.*
- *There are more than 200 species of Melaleuca's only a few develop into shrubs i.e., (Paper Bark or Tea Trees) Melaleucas, (Myrtaceae) are classified as part of the Myrtle family.*
- *There are around 60 different varieties of Lilly Pilly's, many cultivars and hybrids. Lilly Pillys are also (Myrtaceae) and classified as part of the Myrtle family.*
- *There are more than 340 species of Grevilleas, Grevilleas are classed as a member of the Proteaceae family.*
- *There are more than 170 species of Banksias, many cultivars and hybrids. Banksias are also classed as a member of the Proteaceae family.*
- *There are more than 270 species of Agaves (Monocot) plus several hybrids.*

Trees

Variety	Comment
Banksia (Proteaceae)	Native
Bottle Brush (Callistemon Myrtaceae)	Native
Blueberry Ash (Elocarpus reticulatus)	Native
Canary Island Date Palms (Phoenix canariensis)	Non-Native
Chinese Pistachio (Pistacia chinensis)	Non-Native
Flowering Gums (Corymbia ficifolia)	Native – strata’s to explore all appropriate options
Frangipani (Hymenosporum flavum)	Native
Grevillea (Proteaceae)	Native
Japanese Maple (Acer Japonica)	Non-Native
Jacaranda (Jacaranda mimosifolia)	Non-Native
Lilly Pilly (Myrtaceae) all varieties	Native – strata’s to explore all appropriate options
Magnolia Grandiflora	Non-Native
Melaleuca (Myrtaceae)	Native – strata’s to explore all appropriate options
Protea (Proteaceae)	Native
Red Bloodwood (Corymbia gummifera)	Native
Sydney Red Gum (Angophora costata)	Native
Spotted Gums (Corymbia maculate)	Native
Tree Fern (Dicksonia Antarctica)	Native

Shrubs

Variety	Comment
Buxus (various) hedge	Non-Native
Cordyline Australis	Native
Gardenia Magnifica - hedge	Non-Native

Gynea Lily (<i>Doryanthes exceisia</i>)	Native
Frangipani (<i>Plumeria</i>)	Non-Native
Indian Hawthorn (<i>Raphiolepis indica</i>) various varieties - hedge	Non-Native
Lilly Pilly (<i>Syzygium paniculatum</i>) various varieties hedge	Native
Melaleucas	Native - strata's to explore all appropriate options
Mock Orange (<i>Murraya paniculata</i>) hedge only	Non-Native
NZ Christmas Bush (<i>Metrosideros thomasi</i>) hedge	Non-Native
Protea (<i>Proteaceae</i>)	Native - strata's to explore all appropriate options
Saltbush - hedge (<i>Einadia nutans</i> - <i>Rhagodia nutans</i>)	Native
Sasanqua Camellia - hedge	Non-Native

Grasses, Ground Covers and Succulents

Variety	Comment
Agapanthus	Non-Native
Agave	Non-Native
Clivia	Non-Native
Flax Lilly (<i>Dianella caerulea</i>)	Native
Fountain Grass (<i>Pennisetum</i>)	<u>NB can be invasive; restrict to purple variety</u>
Ginger plant	Non-Native; restricted <i>areas only</i>
Liriope (<i>Muscari</i>)	Non-Native
Lomandra (cylindrical, filiformis or oblique)	Native
Mondo Grass	Non-Native
Native Violet (<i>Viola hederacea</i>)	Native
Philodendron Xanadu	Non-Native
Tricolour Jasmine (<i>Trachelospermum</i>)	Non-Native
Wild Iris (<i>Deities</i>)	Non-Native

PART 2

RESTRICTED COMMUNITY PROPERTY

8. Using the Swimming Pool Area

- 8.1 If there is more than one swimming pool in City Quarter, the Community Association will be entitled to restrict the use of each swimming pool to owners of lots nominated by the Community Association. The nomination by the Community Association must entitle all owners of Apartments and Townhouse to use a swimming pool.
- 8.2 If the Community Association makes a nomination under the by-law 8.1, by-laws 8.3 to 8.5 will apply.

Restricted Property By-Law

- 8.3 This is a Restricted Property By-Law. The Community Association may change or cancel it only by special resolution and with the written consent of each Owners Corporation.

Restricted use rights

- 8.4 Use of the Swimming Pool Area nominated by the Community Association is restricted to:
- a) Owners Corporations; and
 - b) the owners of Lots in City Quarter which are Lots or Owners Corporations created on subdivision of Community Development Lots nominated by the Community Association (or on any subdivision of Community Development Lots in City Quarter)
- 8.5 The Owners Corporations must allow owners and occupiers as nominated by the Community Association to use the Swimming Pool Areas on the conditions in this by-law.

Conditions for using the Swimming Pool Areas

- 8.6 Occupants of Apartments, Townhouses and Retail Lots and their visitors may use the Swimming Pool Areas. Occupants must accompany their visitors when they are in the Swimming Pool Areas.
- 8.7 Occupants of Apartments, Townhouses and Retail Lots and their visitors may use the Swimming Pool Areas only during the hours nominated by the Community Association. If you are the Occupant of a Stratum Lot or a Community Development Lot, you may use the Swimming Pool Areas only during the hours nominated by the Community Association.
- 8.8 Owners and occupiers must:
- a) comply with any Rules made by the Community Association about the number of visitors they may bring into the Swimming Pool Areas at the same time;
 - b) make sure that an adult exercising effective control accompanies children under sixteen years old who are in their care when the children are in the Swimming Pool Areas; and

- c) be adequately clothed when they are in the Swimming Pool Areas.

8.9 Owners and occupiers must not:

- a) bring glass objects, drinking glasses or sharp objects into the Swimming Pool Areas; or
- b) run, be noisy or do anything that might be dangerous while you are in the Swimming Pool Area.

8.10 Owners and occupiers must have consent from the Community Association to:

- a) bring food or drink into the Swimming Pool Areas. However, they may bring non-alcoholic drinks in shatter proof containers into the Swimming Pool Areas;
- b) hold parties or other functions (including swimming classes) in the Swimming Pool Areas; or
- c) interfere, operate or adjust the settings of equipment in the Swimming Pool Areas.

Maintaining and paying for the Swimming Pool Areas

8.11 The Community Association must maintain, repair and, where necessary, replace the Swimming Pool Areas.

8.12 The owners of Community Development Lots and Owners Corporation who have restricted use rights under this by-law must reimburse the Community Association for the cost it incurs under this by-law.

8.13 The Community Association must give the owners of Community Development Lot and Owners Corporations regular accounts for their costs under this by-law. The Community Association may:

- a) include the account in administration fund and sinking fund notice of the owner of the Owners Corporation; and
- b) require owners and Owners Corporations to pay their costs under this by-law in advance and quarterly (or for other periods reasonably determined by the Community Association).

Additional rights and obligations

8.14 The Community Association may lock or secure the Swimming Pool Areas by Security Key according to by-law 37. The Community Association must give the owners of Community Development Lots and the owners and occupiers a Security Key to the Swimming Pool Areas and may charge a fee for additional or replacement Security Keys according to by-law 38.2.

8.15 Owners of Community Development Lots and owners and occupiers may access the Swimming Pool Areas through Community Property.

9. Using the Gym

- 9.1 Only Occupants of Apartments, Townhouses and Retail Lots may access the Gym and use the Gym Equipment.
- 9.2 Occupants of Apartments, Townhouses and Retail Lots may use the Gym only during the hours nominated by the Community Association. If you are an occupant of a Stratum Lot or a Community Development Lot, you may use the Gym only during the hours nominated by the Community Association.
- 9.3 You must:
- a) comply with any Rules made by the Community Association about the number of visitors you may bring into the Gym at the same time;
 - b) no person under the age of sixteen years old is permitted to use Gym equipment and must be accompanied by an adult exercising effective control while in the Gym area; and
 - c) be adequately clothed when you are in the Gym.
- 9.4 You must not:
- a) bring glass objects, drinking glasses or sharp objects into the Gym; or
 - b) do anything that might be dangerous while you are in the Gym.
- 9.5 You must have consent from the Community Association to:
- a) bring food or drink into or around the Gym. However, you may bring non-alcoholic drinks in shatter proof containers into the Gym;
 - b) hold parties or other functions (including exercise classes) in the Gym; or
 - c) interfere, operate or adjust the settings of equipment in the Gym (other than to operate or adjust exercise equipment according to the instructions of the manufacturer).

10. Restricted use of the Restaurant Outdoor Area

- 10.1 The Community Association is entitled to restrict the use of part of the Community Property to the owner of a Lot nominated by the Community Association, for use as an area for outdoor restaurant seating.
- 10.2 If the Community Association makes a nomination under by-law 10.1, the provisions of this by-law 10 will apply.

Restricted Property By-Law

- 10.3 This is a Restricted Property By-Law. The Community Association may change or cancel it only by special resolution and with the written consent of the owner of the Lot nominated by the Community Association under by-law 10.1. Initial period restrictions apply.

Restricted use rights

- 10.4 The owner of the Lot nominated by the Community Association under by-law 10.1 has:
- a) restricted use of the Restaurant Outdoor Area; and
 - b) the right to use the Restaurant Outdoor Area for purposes connected with the business run from the Lot according to this by-law.

Rights and obligations of the owner

- 10.5 The owner may use the Restaurant Outdoor Area for any lawful purpose connected with the use of the Lot nominated by the Community Association under by-law 10.1. In particular, the owner may:
- a) place tables and chairs of the Restaurant Outdoor Area to provide seating for patrons.
 - b) serve food and beverages to patrons in the Restaurant Outdoor Area;
 - c) use the Restaurant Outdoor Areas during hours allowed by Government Agencies;
 - d) not lock or secure the Restaurant Outdoor Area; and
 - e) access the Restaurant Outdoor Area through Community Property.
- 10.6 The owner must:
- a) properly maintain the Restaurant Outdoor Area, including tables and chairs placed on the Restaurant Outdoor Area by the owner;
 - b) keep the Restaurant Outdoor Area clean and tidy at all times;
 - c) not permit the Restaurant Outdoor area to be used in a way that causes an unreasonable nuisance to owners of other lots or disturbs the amenity of City Quarter;
 - d) give the Community Association access to the Restaurant Outdoor Area so that the Community Association may comply with its obligations under this management statement and the Act;
 - e) repair damage to Community Property caused by exercising rights under this by-law; and
 - f) indemnify the Community Association against all claims and liability caused by exercising rights under this by-law or using the Restaurant Outdoor Area.

Obligations of the Community Association

- 10.7 Subject to the provisions of this by-law, the Community Association must make structural repairs to Community Property within the Restaurant Outdoor Area.

11. Restricted use of the Café Outdoor Area

- 11.1 The Community Association is entitled to restrict the use of part of the Community Property to the owner of a Lot nominated by the Community Association, for use as an area for outdoor café seating.

- 11.2 If the Community Association makes a nomination under by-law 11.1, the provisions of this by-law 11 will apply.

Restricted Property By-Law

- 11.3 This is a Restricted Property By-Law. The Community Association may change or cancel it only by special resolution and with the written consent of the owner of the Lot nominated by the Community Association under by-law 11.1. Initial period restrictions apply.

Restricted use rights

- 11.4 The owner of the Lot nominated by the Community Association under by-law 11.1 has:
- a) restricted use of the Community Property Café Outdoor Area; and
 - b) the right to use the Café Outdoor Area for purposes connected with the business run from the Lot according to this by-law.

Rights and obligations of the owner

- 11.5 The owner may use the Café Outdoor Area for any lawful purpose connected with the use of the Lot nominated by the Community Association under by-law 11.1. In particular, the owner may:
- a) place tables and chairs of the Café Outdoor Area to provide seating for patrons;
 - b) serve food and beverages to patrons in the Café Outdoor Area;
 - c) use the Café Outdoor Areas during hours allowed by Government Agencies;
 - d) not lock or secure the Café Outdoor Area; and
 - e) access the Café Outdoor Area through Community Property.
- 11.6 The owner must:
- a) properly maintain the Café Outdoor Area, including tables and chairs placed on the Café Outdoor Area by the owner;
 - b) keep the Outdoor Area clean and tidy at all times;
 - c) not permit the Café Outdoor area to be used in a way that causes an unreasonable nuisance to owners of other lots or disturb the amenity of City Quarter;
 - d) give the Community Association access to the Café Outdoor Area so that the Community Association may comply with its obligations under this management statement and the Act;
 - e) repair damage to Community Property caused by exercising rights under this by-law; and
 - f) indemnify the Community Association against all claims and liabilities caused by exercising rights under this by-law or using the Café Outdoor Area.

Obligations of the Community Association

- 11.7 Subject to the provisions of this by-law, the Community Association must make structural repairs to the Community Property within the Café Outdoor Area.

12. The rights of the Developer while it builds City Quarter

Restricted Property By-Law

- 12.1 This is a Restricted Property By-Law. The Community Association may change or cancel it only by special resolution and with the written consent of the Developer (while the Developer owns a Community Development Lot or a Stratum Lot). Initial period restrictions apply.

What are the restricted use rights?

- 12.2 While the Developer builds City Quarter, the use of Community Property and Service Lines owned by the Community Association is restricted to the owner of Community Development Lots 2 to 9 inclusive, any subdivisions of those lots and Stratum Lots (as long as that owner is the Developer). The restricted use area does not include the area not needed for development proposed shown on the concept plan in this management statement.
- 12.3 Nothing in this management statement binds the Developer to the extent that it may prevent the Developer exercising its rights under this by-law.

Rights and obligations of the Developer

- 12.4 The Developer may:
- a) build and develop City Quarter in stages;
 - b) carry out building and development work in its discretion;
 - c) do demolition work, building and associated work in City Quarter;
 - d) do landscaping and associated work in City Quarter;
 - e) use any part of City Quarter to exercise its rights under this by-law;
 - f) subdivide land in City Quarter;
 - g) have unrestricted access to Community Property;
 - h) park motor vehicles and equipment on Community Property;
 - i) place on or attach to Community Property temporary structures, building materials, cranes and other equipment;
 - j) install and connect services on Community Property;
 - k) put marketing and advertising signs on Community Property and anywhere else in City Quarter;
 - l) conduct real estate activities on Community Property including, without limitation, sales, auctions and leasing;
 - m) lock or secure part of Community Property. The Developer must give the secretary of the Community Association a key for the locked or secured area; and
 - n) exercise its rights only between 7:00am and 7:00pm on Mondays to Saturdays or at other times allowed by Council (excluding Sundays and public holidays in New South Wales).

- 12.5 The Developer must;
- a) repair any damage to City Quarter caused by exercising the rights of the Developer under this by-law;
 - b) take all reasonable steps to minimise disturbance to owners and occupiers while carrying out building and development work;
 - c) leave City Quarter (or parts of it) clean and tidy after building and development work is finished; and
 - d) maintain the Community Property that the Developer has the right to use.
- 12.6 The Developer may gain access to the restricted use areas through Community Property.

Obligations of the Community Association

- 12.7 Subject to the obligations imposed on the Developer under this by-law, the Community Association must maintain Community Property.
- 12.8 The Community Association must levy its members for the costs of maintaining Community Property which is the subject of this by-law, unless that cost is payable by the Developer under this by-law.

Ending this by-law

- 12.9 The rights of the Developer under this by-law:
- a) for City Quarter, end when the Developer notifies the Community Association that building and Development work has finished; and
 - b) for part of City Quarter, end when the Developer notifies the Community Association that building and development work for that part of City Quarter is finished.

13. Restricted Community Property

Restricted Property By-Law

- 13.1 This is a Restricted Property By-Law. The Community Association may change or cancel it only by special resolution and with the written consent of each Owners Corporation. Initial period restrictions apply.

Purpose of this by-law

- 13.2 The purpose of this by-law is:
- a) to allow the Developer to hand back Community Property to the Community Association which the Developer no longer needs for development purposes under by-law 13; and
 - b) for the Owners Corporations which exist at the time of the Community Property being handed back to contribute to the costs for that Community Property.

Maintaining Restricted Community Property

- 13.3 The Community Association must maintain, repair and replace the Restricted Community Property and recover its costs from each Owners Corporation.

Rights and obligations

- 13.4 Each Owners Corporation has restricted use of Restricted Community Property.
- 13.5 Each Owners Corporation must:
- a) pay the Community Association its costs for the maintenance, repair or replacement of Restricted Community Property;
 - b) pay its costs under this by-law according to the relative proportions of the unit entitlement for its Strata Scheme; and
 - c) comply with this management statement and the directions of the Community Association relating to control, management and administration of the Restricted Community Property.
- 13.6 Each Owners Corporation may:
- a) gain access to the Restricted Community Property through Community Property and the Open Accessway; and
 - b) exercise its rights under this by-law at any time.

Ending this by-law

- 13.7 This by-law ceases to have effect on registration of the Strata Plan for the last Community Development Lot or Stratum Lot.

14. Restricted Common Property

Purpose of this by-law

- 14.1 The purpose of this by-law is:
- a) to ensure that each Owners Corporation has access to Restricted Common Property once the Strata Schemes are developed; and
 - b) to make provision for payment for Restricted Common Property by Owners Corporations who have access to the Restricted Common Property.

Creating Restricted Common Property

- 14.2 When a Community Development Lot or Stratum Lot is subdivided by a Strata Plan, the owner of the Community Development Lot or Stratum Lot must ensure that the new Owners Corporation grants restricted use of Restricted Common Property to the Community Association.

- 14.3 The Community Association accepts all grants of Restricted Common Property made under this by-law.
- 14.4 Owners Corporations must grant restricted use of their Common Property by by-law. The by-law must require:
- a) require the Community Association to control, manager, operate and maintain the Restricted Common Property as if it were Community Property;
 - b) require the Community Association to be responsible for the costs of the restricted Common Property according to the Management Act; and
 - c) allow the Community Association to make agreements with other persons (eg the Site Manager) to exercise its rights or functions under the by-law.

Who can use Restricted Common Property?

- 14.5 Restricted Common Property is available for use by owners, occupiers and their invitees.

Costs for Restricted Common Property

- 14.6 Until development of City Quarter is complete, the Community Association must obtain reimbursement of its costs in relation to Restricted Common Property from Owners Corporations in shares proportionate to the respective unit entitlement of those Strata Schemes;
- 14.7 After development of City Quarter is complete, the Community Association must levy its members for its costs in relation to Restricted Common Property according to the Act.

15. Managers Office

Restricted Common Property

- 15.1 The Managers Office will be located in Common Property of a Strata Scheme in City Quarter. The Managers Office will form part of Restricted Common Property.

Use of the Managers Office

- 15.2 In addition to its powers under the Act, the Community Association has the power to licence the exclusive use of the Managers Office to Site Manager for all periods during which the Community Association has a current agreement with the Site Manager under by-law 36.

16. The grease arrester

- 16.1 If there is a grease arrester on Community Property, the Community Association is entitled to restrict the use of the grease arrester to the owner or owners of a Lot or Lots nominated by the Community Association.

- 16.2 If the Community Association makes a nomination under the by-law 16.1, the provisions of this by-law 16 will apply.

Restricted Property By-Law

- 16.3 This is a Restricted Property By-Law. The Community Association may change or cancel it only by special resolution and with the written consent of the owner or owners of the Lot or Lots nominated by the Community Association under the by-law 16.1. Initial period restrictions apply.

Restricted use rights and special privileges

- 16.4 The owner or owners of the Lot or Lots nominated by the Community Association under by-law 16.1 have:
- a) the right to restricted use of the Community Property grease arrester; and
 - b) a special privilege to connect to and use the Community Property grease arrester.

The Community Association's obligations

- 16.5 The Community Association must:
- a) maintain, repair and, where necessary, replace the grease arrester;
 - b) arrange for the regular pump outs of the grease arrester;
 - c) comply with the requirements of Government Agencies for grease arresters; and
 - d) repair damage to Community Property caused by exercising rights under this by-law.

The owners obligations

- 16.6 The owners of lots which are connected to the Grease Arrester must:
- a) give the Community Association access to the grease arrester and their lot so that the Community Association may comply with its obligations under this by-law;
 - b) pay their costs under this by-law on time;
 - c) comply with the requirements of Government Agencies for users of grease arresters; and
 - d) indemnify the Community Association against all claims and liability caused by exercising rights under this by-law or using the grease arrester.

Paying for the grease arrester

- 16.7 The owners of lots which are connected to the grease arrester must reimburse the Community Association for its costs under this by-law in shares determined by the Community Association. In determining those shares the Community Association must, without limitation, consider matters such as the relative use of the grease arrester by each lot and the proportional liability for Community Association levies attributable to each of the lots.

- 16.8 The Community Association must give owners regular accounts for their costs under this by-law. The Community Association may:
- a) include the account in notices for an owner's administrative fund contributions; and
 - b) require the owner to pay the costs in advance and quarterly (or for other periods reasonably determined by the Community Association).

PART 3 MANDATORY MATTERS

Part 3.1 – Open Access Ways or Private Access Ways

17. Accessways

- 17.1 The location of the Open Accessways are shown on the accessway plan in this management statement.
- 17.2 There are no Private Accessways in City Quarter.
- 17.3 The Community Association must control, manage and maintain the Open Accessways.

18. Using the Open Accessway and footpaths

- 18.1 When you use the Open Accessways or a footpath in City Quarter, you must not:
- a) ride a skateboard;
 - b) use roller skates or roller blades; or
 - c) play games.
- 18.2 You must not drive a motor vehicle on the Open Accessways:
- a) at more than the speed limit determined by the Community Association under by-law 17;
 - b) unless the vehicle is registered;
 - c) unless you have a licence to drive a vehicle on a public road; or
 - d) if the vehicle is too noisy or emits excessive exhaust fumes.

Part 3.2 – Permitted Uses of and Special Facilities on the Community Property

19. What facilities are in Community Property?

- 19.1 Community Property facilities at City Quarter include (or will include) the Swimming Pool Area and the Gym (if they are located on Community Property) and any other Community Property facilities identified by the Community Association.

- 19.2 The location of Community Property facilities that have been identified at the time of registration of the Community Plan is shown on the concept plan in this management statement.
- 19.3 The Community Association must control, manage and maintain Community Property.
- 19.4 In addition to its powers under the Act, the Community Association has the power to make agreements with another person (eg the Site Manager) to exercise its functions under this by-law.
- 19.5 Common Property Facilities must not be used to conduct any commercial endeavours including but not limited to personal training sessions or exercise classes.
- 19.6 Occupants of Apartments, Townhouses and retail lots may have a carer or support person accompany them to assist in their support or rehabilitation whilst using Common Property Facilities.

20. Controlling traffic on Community Property

- 20.1 In addition to its powers under the Strata Act, the Community Association has the power to:
 - a) impose a speed limit for traffic on Community Property and Restricted Common Property and, in particular, traffic on the Open Accessways;
 - b) impose reasonable restrictions on the use of Community Property and Restricted Common Property driveways and parking areas;
 - c) install speed humps and other traffic control devices in Community Property and Restricted Common Property; and
 - d) install signs about parking and to control traffic in Community Property and Restricted Common Property.

Part 3.3 – Internal Fencing

21. Who is responsible for fences?

- 21.1 You, the Community Association and Owners Corporations must provide and pay for internal fencing according to the *Dividing Fences Act 1991* (NSW).
- 21.2 Unless it resolves to do so, the Community Association does not have to provide or pay for internal fencing in City Quarter.

Part 3.4 – Garbage

22. How to dispose of your garbage

- 22.1 The Community Association may make Rules about the storage and removal of garbage from City Quarter. Your Owners Corporation may make Rules about the storage and removal of garbage from your Strata Scheme.

22.2 You must sort, store and make your garbage, waste materials and recyclable materials available for collection according to:

- a) this management statement and the by-laws for your Owners Corporation; and
- b) Rules made by the Community Association and your Owners Corporation.

22.3 You must not:

- a) deposit garbage on Community Property or Common Property (other than according to this management statement, the by-laws for your Strata Scheme or Rules); or
- b) subject to this management, put anything in the Garbage Bin or another Owners Corporation, owner or occupier without their consent.

23. Garbage disposal for Apartments

Who must comply with this by-law?

23.1 The persons who must comply with this by-law are:

- a) owners and occupiers of Apartments; and
- b) the Owners Corporation of each Strata Scheme in City Quarter.

Obligations for owners and occupiers

23.2 Owners and occupiers of Apartments must:

- a) if there is a Common Property garbage chute, drain and securely wrap their household garbage and put it in the Common Property garbage chute of their level of their Strata Scheme;
- b) leave their other garbage and recyclable materials in the area designated by their Owners Corporation in the Common Property garbage rooms in their Strata Scheme;
- c) drain and clean bottles and make sure they are not broken before putting them in a Common Property garbage room; and
- d) at the cost of the owner or occupier, arrange for their large articles of garbage, recyclable materials or liquids that are poisonous, dangerous to the environment or do not fit in a Garbage Bin or a garbage chute (eg packing boxes) to be removed from City Quarter.

23.3 Owners and occupiers of Apartments must not place the following items in a Common Property garbage chute:

- a) bottles or glass;
- b) liquids;
- c) items that weigh more than 2.5 kilograms; or
- d) boxes or large items that might block the garbage chute.

What are the obligations of the Owners Corporation?

- 23.4 The Owners Corporations must arrange for the regular removal of garbage from the Common Property Garbage Bins in their Strata Scheme.

24. Garbage disposal for Townhouse

Who must comply with this by-law?

- 24.1 The persons who must comply with this by-law are owners and occupiers of Townhouses.

Obligations for owners and occupiers

- 24.2 If you are the owner or occupier of a Townhouse, you must:
- a) subject to this by-law, keep your Garbage Bin in the garage or rear yard of your Lot;
 - b) ensure that your Garbage Bin cannot be seen from another Lot, Community Property or Common Property;
 - c) securely wrap your garbage and drain tins and bottles before you put them in your Garbage Bin;
 - d) put your Garbage Bin out for collection not more than 12 hours before the time Council normally collects garbage from City Quarter;
 - e) return your Garbage Bin to your Lot within 12 hours after Council collects your garbage; and
 - f) at your cost, arrange for your articles of garbage that Council will not collect to be removed from City Quarter.

25. Garbage disposal for other types of Lots

Who must comply with this by-law?

- 25.1 The persons who must comply with this by-law are:
- a) owners and occupiers of Retail Lots, Car spaces, Storage Spaces, Stratum Lots or Community Development Lots; and
 - b) the Owners Corporation of Strata Schemes containing Retail Lots, Car spaces and Storage Lots.

What are your obligations:

- 25.2 If you are the owner or occupier of a Retail Lot, a Stratum Lot or a Community Development Lot, you:
- a) may keep your Garbage Bin in a location approved by the Community Association;

- b) must at your cost, arrange for the regular removal of your garbage from City Quarter;
 - c) must keep your garbage in your Lot until you remove it from City Quarter according to this by-law (unless you place it in a location approved by the Community Association according to this by-law);
 - d) must ensure that any Garbage Bin in your Lot cannot be seen from another Lot, Community Property or Common Property; and
 - e) must ensure that an Garbage Bin in your Lot is kept in a sanitary condition and does not emit odors.
- 25.3 If you are the owner or occupier of a Car space or a Storage Space, you:
- a) must remove garbage from your Car space or Storage Space and dispose of it with your household garbage according to by-law 23 or 24 or, if you are not the owner or occupier of an Apartment, dispose of it according to by-law 25.2; and
 - b) must not store garbage or Garbage Bin in your Car space or Storage Space.

Rights and obligations of the Owners Corporation

- 25.4 The Owners Corporations who must comply with this by-law may place garbage collected from their Common Property in a location approved by the Community Association.

Part 3.5 – Services

26. Private services provided by the Community Association

- 26.1 In addition to its powers under the Act, the Community Association has the power for itself and for Owners Corporations to:
- a) provide Private Services to Owners Corporations, owners or occupiers;
 - b) arrange for the installation and maintenance of Service Lines to provide Private Services; and
 - c) make agreements with persons to monitor or provide Private Services.

- 26.2 The Community Association (or persons authorised by it) may enter your Lot to do work on Private Services. The Community Association must give you reasonable notice before it enters your Lot unless there is an emergency.

27. Services

- 27.1 The Community Association is responsible for and must maintain Private Services and associated Services Lines.
- 27.2 Service Providers are responsible for and must maintain their Statutory Services and associated Services Lines.

- 27.3 The works as executed plan in this management statement shows the location of Private Services and Statutory Services.
- 27.4 Service Lines may not be installed in the position shown on the works as executed plan for City Quarter. If this happens, Community Association members, Owners Corporations and owners must allow the Community Association to register another works as executed plan as an amendment to this management statement.

Statutory Services and Service Providers of Statutory Services

- 27.5 The Statutory Services provided in the Community Association and the Service Providers of these Statutory Services are listed below:
- a) Gas - Origin Energy;
 - b) Telephone - Telstra;
 - c) Electricity - Origin Energy and EnergyAustralia;
 - d) Water - Sydney Water Corporation; and
 - e) Stormwater - Sydney Water Corporation.

Part 3.6 – Insurance

28. Reviewing insurance policies

Community Association insurances

- 28.1 Each year at its annual general meeting the Community Association must review:
- a) the insurance policies it has effected; and
 - b) whether it needs to effect new policies.
- 28.2 Each year the secretary of the Community Association must include a motion on the agenda for the annual general meeting for the Community Association to decide if it should confirm or change its insurance policies.
- 28.3 The Community Association must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Community Association or Community Property.

Owners Corporation insurance

- 28.4 Each year at its annual general meeting an Owners Corporation must review:
- a) the insurance policies it has effected; and
 - b) whether it needs to effect new policies.
- 28.5 Each year the secretary of an Owners Corporation must include a motion on the agenda for the annual general meeting for the Owners Corporation to decide if it should confirm or change its insurance policies.

- 28.6 An Owners Corporation must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Owners Corporation or its Common Property.

Stratum Building insurance

- 28.7 Each year Stratum Building Members for a Stratum Building must review:
- a) the insurance policies they have jointly effected for their Stratum Building and, in particular, building insurances; and
 - b) whether they need to effect new policies.
- 28.8 Stratum Building Members for a Stratum Building must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Stratum Building Members or their Stratum Building.

29. Valuations for insurance purposes

- 29.1 The Community Association must have Community Property valued for insurance purposes at least every three years.
- 29.2 Owners Corporations must have the buildings in their Strata Schemes valued for insurance purposes at least every three years.
- 29.3 Stratum Building Members must have their Stratum Buildings valued for insurance purposes at least every three years.
- 29.4 Valuations under this by-law must be done by a qualified valuer or quantity surveyor who has:
- a) a minimum of five years' experience; and
 - b) experience in valuing for insurance purposes community schemes like City Quarter, strata schemes and park building strata schemes.

**PART 4
OPTIONAL MATTERS**

GENERAL

30. What is a community management statement?

- 30.1 A community management statement is a set of by-laws and plans that regulate the management and operation of a community scheme.
- 30.2 A community management statement tells a community association, owners and occupiers what they must and must not do. It is an essential document for everyone who lives in a community scheme.

31. How does this management statement work?

Purpose of the management statement

- 31.1 This management statement regulates the day to day management and operation of City Quarter. It is designed to maintain the quality of City Quarter and protect the unique life style enjoyed by all owners and occupiers.
- 31.2 By-laws in this management statement operate to enhance the use and enjoyment of all owners and occupiers of their Lot, Community Property and Common Property, while balancing the rights of the owners and occupiers of Apartments and Retail Lots.

Components of the management statement

- 31.3 There are eight components in this management statement:

City Quarter and the community management statement	By-laws about the purpose of this management statement and how it works.
The Architectural Code and Building Works	By-laws about how the Community Association will control and preserve architectural and landscape standards for City Quarter. The Community Association may change or cancel by-laws only by unanimous resolution.
Your rights and obligations	By-laws about your obligations as an owner or occupier at City Quarter. The Community Association may change or cancel by-laws only by special resolution.
Rights and obligations of the Community Association and Owners Corporations	By-laws about the rights and obligations of the Community Association and Owners Corporations. This part also deals with insurance, contracts and meetings of the Committee. The Community Association may change or cancel by-laws only by special resolution.
City Quarter and Community Property	By-laws about Community Property and using Community Property facilities. This part also has by-laws about internal fencing, services and accessways. Generally, the Community Association may change or cancel by-laws only by special resolution.

Issues affecting Stratum Buildings

By-laws about issues affecting Owners Corporations, owners and occupiers in Stratum Buildings. The Stratum Buildings in City Quarter are in Community Development Lots 2, 3, 10, 12 and 14. There may be Stratum Buildings on other Community Development Lots.

By-laws describe the arrangements for buildings insurance and maintaining Shared Facilities.

The Community Association may change or cancel by-laws only by special resolution and with the written consent of Stratum Building Members.

Dictionary

This part explains what words written Like This and some other expressions mean. It also explains how to interpret this management statement.

The Community Association may change or cancel by-laws only by special resolution.

Architectural Code

The Architectural Code for City Quarter is in schedule 1. It contains important information about issues like window coverings, balcony furniture and sign. See the by-laws for more information.

The Community Association may change or cancel the Architectural Code only by unanimous resolution.

Restricted Property By-Laws

- 31.4 Restricted Community Property By-Laws are by-laws which restrict use of parts of Community Property to certain persons or groups. Restricted Community Property By-Laws are generally found in Part 2 of the management statement.
- 31.5 The Community Association may change or cancel Restricted Community Property By-Laws only by special resolution and with the written consent of each person who has the restricted use rights.
- 31.6 The Community Association cannot make, change or cancel Restricted Community Property By-Laws during the initial period.

Public Authority By-Laws

- 31.7 Public Authorities (eg Council) have required the Developer to include certain by-laws in this management statement. These are called Public Authority By-Laws.
- 31.8 The Community Association may change Public Authority By-Laws only by special resolution and with the written consent of the Public Authority concerned.

32. About City Quarter

Types of Lots

- 32.1 The types of Lots at City Quarter are:

Type 1 Apartments
Apartments are the dwellings constructed on Community Development Lots 2 – 9 (or subdivision of these Community Development Lots) which will each be subdivided by a Strata Plan.

Owners of Apartments are members of the Owners Corporation created when Community Development Lots 2 – 9 (or subdivisions of those Community Development Lots) are subdivided by Strata Plans.

Type 2 Townhouses
Townhouses are the dwellings constructed on subdivisions of Community Development Lots 8 and 9. Townhouses may be constructed on other Community Development Lots.

Owners of Townhouses are members of the Community Association.

Type 3 Car spaces
Car spaces are the carparking Strata Lots in Strata Schemes

Type 4 Storage Spaces
Storage Spaces are storage Strata Lots in the Strata Schemes.

Type 5 Community Development Lots
Community Development Lots are Lots in City Quarter that have not been subdivided by a Strata Plan.

Community Development Lots include:

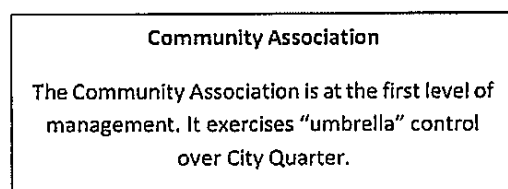
- (a) Subdivisions of Community Development Lots;
- (b) Lots that have not been subdivided by Strata Plan; and
- (c) Townhouses

- Type 6 Stratum Lots
 Stratum Lots may be created on subdivision of Community Development Lots in City Quarter.

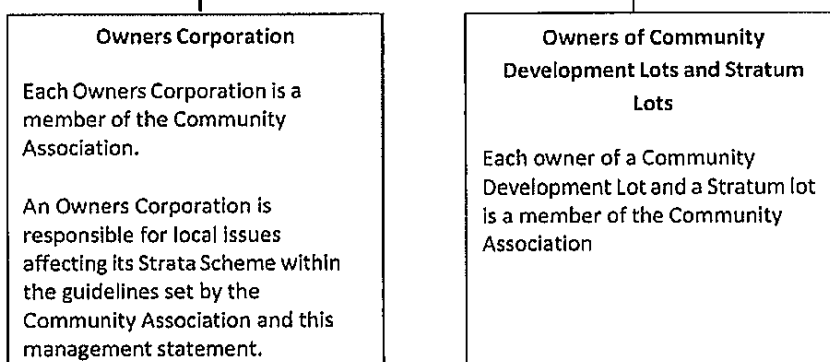
33. Management structure

- 33.1 The management structure for City Quarter reflects the subdivision pattern described in by-law 32. The management structure has two levels:

Level 1



Level 2



34. Who must comply with this management statement?

General requirements

- 34.1 Generally, you must comply with this management statement if you are:
- a) the owner of an Apartment, a Retail Lot, a Car Space, a Storage Space, a Community Development Lot or a Stratum Lot;
 - b) the occupier of an Apartment, a Retail Lot, a Car space, a Storage Space, a Community Development Lot (or part of a Community Development Lot) or a Stratum Lot (or part of a Stratum Lot).
- 34.2 If you are the owner or occupier of an Apartment, Retail Lot, Car space or a Storage Space, you must also comply with the by-laws for your Owners Corporation.
- 34.3 The Community Association and Owners Corporations must comply with this management statement.

Special requirements for some Lots

- 34.4 To ensure that the by-law protect the rights and interest of owners and occupiers of the different types of Lots in City Quarter, some by-laws apply specifically to the owners and occupiers of Apartments, Retail Lots, Car spaces, Storage Spaces, Community Development Lots or Stratum Lots (or a combination of them). This means that:
- a) owners and occupiers of Apartments must comply with by-laws that relate specifically to Apartments;
 - b) owners and occupiers of Retail Lots must comply with by-laws that relate specifically to Retail Lots;
 - c) owners and occupiers of Car spaces must comply with by-laws that relate specifically to Car spaces;
 - d) owners and occupiers of Community Development Lots (or parts of them) must comply with by-laws that relate specifically to Community Development Lots; and
 - e) owners and occupiers of Stratum Lots (or parts of them) must comply with by-laws that relate specifically to Stratum Lots.
- 34.5 By-laws that do not specifically relate to one or more types of Lots apply to all owners and occupiers.

35. Contracts by the Community Association

- 35.1 In addition to its powers under the Act, the Community Association has the power to make agreements or enter into licences for itself and for Owners Corporation to provide for:
- a) management, operations, maintenance, cleaning, security, caretaking and other services for Community Property and Common Property;
 - b) services or amenities to owners and occupiers; and
 - c) services or amenities to Community Property and Common Property.
- 35.2 In addition to the powers under the Act, the Community Association has power to enter into agreements with Council for the management and maintenance by the Community Association of public reserves adjoining City Quarter. The agreements may:
- a) require the Community Association to maintain the public reserve as if it were Community Property;
 - b) require the Community Association to effect necessary insurances for the public reserves; and
 - c) include other conditions which Council considers are reasonably necessary for the proper management and maintenance of the public reserves.

36. Agreement with the Site Manager

Initial period disclosure

- 36.1 The Community Association intends to enter into an agreement with the Site Manager during the initial period. The effect of the agreement is disclosed in this by-law for the purposes of section 24 of the Act.

Parties to the agreement

- 36.2 In addition to its powers under the Act, the Community Association has the power for itself and for Owners Corporations to appoint and enter into an agreement with the Site Manager to provide management and operational services for City Quarter.
- 36.3 If the Community Association enters into an agreement with the Site Manager on behalf of an Owners Corporation, the Owners Corporation must adopt the agreement at the first general meeting it holds after the agreement commences.

Terms of the agreement

- 36.4 The term of the agreement may be up to ten years with two options of up to five years each. The agreement may have provisions about:
- a) the rights of the Community Association and Site Manager to terminate the agreement early; and
 - b) the rights of the Site Manager to assign the agreement.
- 36.5 The remuneration of the Site Manager for the duration of the agreement may be at the discretion of the Community Association.
- 36.6 The duties of the Site Manager may include:
- a) caretaking, cleaning and providing security services for Community Common Property, Restricted Common Property and Common Property;
 - b) supervising and servicing Community Property, Restricted Common Property and Common Property;
 - c) supervising the maintenance, renewal or replacement of Community Property, Restricted Common Property and Common Property;
 - d) supervising Community Property and Common Property carparking, driveways and accessways;
 - e) providing services to the Community Association, Owners Corporations, owners and occupiers;
 - f) operating Security Key systems for Community Property and Common Property, including the provision of Security Keys and the re-coding of Security Keys;
 - g) supervising, controlling and regulating employees and contractors of the Community Association and Owners Corporations;
 - h) supervising City Quarter and each Strata Scheme generally; and
 - i) doing anything else the Community Association agrees is necessary for the operation and management of City Quarter.

Letting and tenancy management service

- 36.7 Under the agreement, the Community Association may give the Site Manager a special right to conduct a letting and tenancy management service from Community Property or Restricted Common Property and to provide ancillary services. While the agreement is in force, the Community Association must have consent from the Site Manager to enter into an agreement with another person for the provision of services under this by-law or a letting service, tenancy management service or similar services.
- 36.8 Despite by-law 36.7, the agreement must contain an acknowledgment by the Site Manager that owners and occupiers:
- a) are not bound to use the letting service and tenancy management services provided by the Site Manager; and
 - b) may use the person of their choice to provide those services.

37. Restricting access to Community Property and Common Property

Rights of the Community Association

- 37.1 In addition to its powers under the Act and subject to this management statement, the Community Association has the power to:
- a) close off or restrict by Security Key access to Community Property (or parts of it); and
 - b) allow the Site Manager and security personnel to use part of Community Property to operate or monitor security of City Quarter. The Community Association may exclude you from using these areas.
- 37.2 Subject to this management statement, the Community Association may close off or restrict access to facilities in Community Property if this will help to control and administer the facilities.

Rights of Owners Corporations

- 37.3 In addition to its powers under the Strata Act, an Owners Corporation has the power to:
- a) close off or restrict by Security Key access to its Common Property (or parts of it); and
 - b) allow the Site Manager and Security personnel to use part of its Common Property to operate or monitor security of City Quarter. The Owners Corporation may exclude you from using these areas.
- 37.4 An Owners Corporation may close off or restrict access to facilities in its Common Property if this will help to control and administer the facilities.
- 37.5 The rights of an Owners Corporation under this by-law are subject to its obligations under other by-laws in this management statement. An Owners Corporation may close off or restrict access to Restricted Common Property only if it is permitted to do so by the Community Association or under the terms of the by-law granting restricted use rights.

38. Security Keys for Community Property

- 38.1 This by-law applies to Security Keys for Community Property. See by-law 39 for provisions about Security Keys in Strata Schemes.
- 38.2 The Community Association may give you a Security Key if it restricts access to Community Property under by-law 37. The Community Association may charge you a fee or bond if you want extra or replacement Security Keys.
- 38.3 Security Keys belong to the Community Association.
- 38.4 In addition to its powers under the Act, the Community Association has the power to:
- a) re-code Security Keys for Community Property; and
 - b) require you to promptly return your Security Keys for Community Property to the Community Association to be recoded.
- 38.5 In addition to its powers under the Act, the Community Association has the power to make agreements with another person (eg the Site Manager) to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring owners to pay the other person an administration fee for the provision of Security Keys.

39. Security Keys for Common Property

- 39.1 This by-law applies to Security Keys for Common Property. See by-law 38 for provisions about Security Keys for Community Property.
- 39.2 Your Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 37. The Owners Corporation may charge you a fee or bond if you want extra or replacement Security Keys.
- 39.3 Security Keys belong to the relevant Owners Corporation.
- 39.4 In addition to its powers under the Strata Act, an Owners Corporation has the power to:
- a) re-code Security Keys; and
 - b) require you to promptly return your Security Keys for its Common Property to the Owners Corporation to be re-coded.
- 39.5 In addition to its powers under the Strata Act, an Owners Corporation has the power to make agreements with the Community Association or another person (eg the Site Manager) to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring owners to pay the Community Association or other person an administration fee for the provision of Security Keys.

40. Rules

What is the purpose of Rules?

- 40.1 In addition to its powers under the Act, the Community Association has the power to make Rules about the control, management, operation, use and enjoyment of City Quarter. In particular, the Community Association may make Rules about using Community Property facilities.
- 40.2 In addition to its powers under the Strata Act, an Owners Corporation has the power to make Rules about the control, management, operation, use and enjoyment of its Strata Scheme. In particular, an Owners Corporation may make Rules about using Common Property facilities in its Strata Scheme.

Can Rules be changed?

- 40.3 The Community Association or an Owners Corporation may change or add to their Rules at any time.

Inconsistencies between Rules and other requirements

- 40.4 If a Rule made by the Community Association is inconsistent with this management statement or a requirement of a Government Agency, this management statement or the requirement of the Government Agency prevail to the extent of the inconsistency.
- 40.5 If a Rule made by an Owners Corporation is inconsistent with its by-laws, this management statement or the requirement of a Government Agency, the by-laws, this management statement or the requirement of the Government Agency prevails to the extent of the inconsistency.

Compliance with Rules

- 40.6 The Rules made by the Community Association are binding on the following parties, who must comply with their terms:
- a) the Community Association, and
 - b) each Owners Corporation within the community scheme, and
 - c) each person who is the owner, lessee or occupier, or the mortgagee or covenant chargee in possession, of a strata lot, development lot or neighbourhood lot within the community scheme.

41 How consents are given

Consents by the Community Association

- 41.1 Unless a by-law states otherwise, consents by the Community Association under this management statement may be given by:
- a) the Community Association at a general meeting; or
 - b) the Committee at a meeting of the Committee.

- 41.2 The Community Association or the Committee may make conditions if they give you consent to do things under this management statement. You must comply with the conditions.
- 41.3 The Community Association or Committee may revoke their consent if you do not comply with:
- a) conditions made by them when they gave your consent; or
 - b) the by-law under which they gave you consent.

Consents by an Owners Corporation

- 41.4 Unless a by-law states otherwise, consents by an Owners Corporation under this management statement or its by-laws may be given by:
- a) the Owners Corporation at a general meeting; or
 - b) the executive committee of the Owners Corporation at a meeting of the executive committee.
- 41.5 An Owners Corporation or its executive committee may make conditions if they give you consent to do things under this management statement. You must comply with the conditions.
- 41.6 An Owners Corporation or its executive committee may revoke their consent if you do not comply with;
- a) conditions made by them when they gave you consent; or
 - b) the by-law under which they gave you consent.

42 Failure to comply with your obligations

What can the Community Association do?

- 42.1 In addition to its powers under the Act, the Community Association has the power to do anything on your Lot that you should have done under this management statement or the by-laws for your Owners Corporation but which you have not done or have not done properly.
- 42.2 The Community Association must give you a written notice specifying when it will need to enter your Lot to do the work. You must:
- a) give the Community Association (or persons authorised by it) access to your Lot according to the notice and at your cost; and
 - b) pay the Community Association its costs for doing the work.

What can your Owners Corporation do?

- 42.3 In addition to its powers under the Strata Act, your Owners Corporation has the power to do anything on your Lot that you should have done under the by-laws for your Owners Corporation but which you have not done or have not done properly.
- 42.4 The Owners Corporation must give you a written notice specifying when it will need to enter your Lot to do the work. You must:
 - a) give the Owners Corporation (or persons authorised by it) access to your lot according to the notice and at your cost; and
 - b) pay the Owners Corporation its costs for doing the work.

43 Responsibility for damages

- 43.1 The Community Association is not liable for damage to or loss of Property or injury to any person in or near City Quarter except if the Community Association or its employees or agents are negligent.
- 43.2 An Owners Corporation is not liable for damage to or loss of property or injury to any person in or near its Strata Scheme except if the Owners Corporation or its employees or agents are negligent.

44 How to contact the Community Association and Owners Corporations

- 44.1 You must make applications, requests, notices and complaints to the Community Association in writing and must address them to the secretary of the Community Association.
- 44.2 You must make applications, requests, notices and complaints to an Owners Corporation in writing and address them to the secretary of the Owners Corporation.

45 Licences to use Community Property

- 45.1 In addition to its powers under the Act, the Community Association has the power to grant licences to an Owners Corporation, owners and occupiers to use parts of Community Property.
- 45.2 Licences the Community Association grants under this by-law may include provisions about, but need not be limited to:
 - a) payments under the licence;
 - b) the term of the licence;

- c) the permitted use of the licensed areas;
- d) the maximum number of persons allowed in the licensed area;
- e) insurances the licensee must effect; and
- f) cleaning and maintaining the licensed area.

45.3 The Community Association may exercise its powers under this by-law only by ordinary resolution at a properly convened general meeting

46 Licences to use Common Property

46.1 In addition to its powers under the Strata Act, an Owners Corporation has the power to grant licences to owners and occupiers to use parts of its Common Property.

46.2 Licences an Owners Corporation grants under this by-law may include provisions about, but need not be limited to:

- a) payments under the licence;
- b) the terms of the licence;
- c) the permitted use of the licensed areas;
- d) the maximum number of persons allowed in the licensed area;
- e) insurances the licensee must effect; and
- f) cleaning and maintaining the licensed area.

46.3 An Owners corporation may exercise its powers under this by-law only by ordinary resolution at a properly convened general meeting.

47 Changing the by-laws in this Part 4

The Community Association may change or cancel the by-laws in this Part 4 only by special resolution and with the written consent of Stratum Building Members.

48 Meaning of words

48.1 This clause explains words written Like This and other words that have special meanings. Words that this clause does not explain have the same meaning as they do in the Act, the *Community Land Development Act 1989* (NSW) and the Strata Act.

48.2 In this management statement:

Act is the *Community Land Management Act 1989* (NSW).

Apartment is a Strata Lot in a Strata Scheme created when Community Development Lots 2-9 (or subdivisions of those lots) are sub divided by a Strata Plan.

Architectural Code is the code in schedule 1 of this management statement.
The Architectural Code helps protect the architectural and landscape integrity of City Quarter. See by-law 2 for more information.

Balcony includes a courtyard.

Building Works include, with limitation:

- a) the erection of a new structure;
- b) changing the appearance of an existing structure (including changing the colour or materials used in the external surfaces of the structure); and
- c) the installation or attachment of fly screens, security devices, sun shades, television antennae and any other items which are visible from outside a Lot.

See the by-laws in Part 1 for more information.

Café Outdoor Area is the Community Property outdoor area of which the owner of the Lot nominated by the Community Association under by-law 11.1 has restricted use rights. The location of the Café Outdoor Area is indicated on the concept plan in this management statement. See by-law 11 for more information.

Car space is a carparking Strata Lot in a Strata Scheme.

City Quarter is the community scheme created on subdivision of lots 11 and 12 in DP1011140 and lots 13, 14, 15 and 16 in DP1011192 by a community plan according to the *Community Land Development Act 1989* (NSW).

Committee is the executive committee of the Community Association.

Common Property is the common property in a Strata Scheme.

Community Association is the community association created on registration of the community plan accompanying this management statement.

Community Development Lot is a Lot in City Quarter which has not been subdivided by Strata Plan.

Community Property is lot 1 in the community plan accompanying this management statement.

Council is the Council of the City of South Sydney.

Developer is Sterling Estates Development Corporation Pty Limited (ACN 083 002171) (ABN 37 083 002 171) and its successors in title (excluding an Owners Corporation).

Garbage Bin includes a bin or receptacle for garbage, garden refuse, recycling and any other types of bins or receptacles Council requires you, the Community Association or an Owners Corporation to use.

Government Agency is a governmental or semi governmental administrative, fiscal or judicial department or entity.

Gym is the gymnasium forming part of Common Property in a Strata Scheme or part of Community Property. The Gym includes:

- a) the exercise and other equipment located in the Gym; and
- b) change rooms adjacent to the Gym

If the Gym is located on Common Property in a Strata Scheme, the Gym will form part of Restricted Common Property. The location of the Gym is indicated on the concept plan in this management statement. See by-law 9 for more information.

- a) landscape Works include, without limitation: Carrying out new landscaping; or
- b) the alteration of existing landscaping.

Loggia is an area of an Apartment that is covered and has retractable walls that open to the elements. Some Apartments in Strata Schemes in City Quarter have Loggias.

Lot is, as the context requires:

- a) a Community Development Lot;
- b) an Apartment; or
- c) a Townhouse; or
- d) a Retail Lot.

Managers Office is the Common Property area designated "Managers Office" on the Strata Plan for a Strata Scheme. If a Managers Office is depicted on a Strata Plan the Community Association may accept use of it as Restricted Common Property.

Occupier is the occupier, lessee or licensee of a Lot.

Open Accessway is the accessway set aside under section 41 of the *Community Land Development Act 1989* (NSW). The location of the Open Accessways are shown on the accessway plan in this management statement.

Owner is the owner or mortgagee in possession of a Lot.

Owners Corporation is an owners corporation created when a *Community Development* Lot or *Stratum* Lot is subdivided by a Strata Plan.

Private Accessway is the accessway set aside under section 41 of the *Community Land Development Act 1989* (NSW).

Private Service is any Service which is not a Statutory Service.

Public Authority includes Council and other Service Providers.

Public Authority By-Law is a by-law which a Public Authority (eg Council) has requested the Developer to include in this management statement. See clause 4 in schedule 3 of the *Community Land Development Act 1989* (NSW) for more information.

Restaurant Outdoor Area is the Community Property outdoor area of which the owner of the Lot nominated by the Community Association under by-law 10.1 has restricted use rights. The location of the Restaurant Outdoor Area is indicated on the concept plan in this management statement. See by-law 10 for more information.

Restricted Common Property is:

- a) all open space Common Property areas outside buildings in Strata Schemes;
- b) all Common Property visitors carparking bays;
- c) the Gym (if part of Common Property in a Strata Scheme);
- d) swimming Pool Areas (if part of Common Property in a Strata Scheme); and
- e) the Managers Office

See by-law 14 for more information.

Restricted Community Property is the Community Property which the owner of Community Development Lot 2 to 15 and Community Development Lots and Stratum Lots created on subdivision of those lots (as long as that owner is the Developer) no longer needs for development purposes and hands back to the Community Association. See by-law 13 for more information.

Restricted Property By-Law is a by-law under section 54 of the Act which restricts use of parts of Community Property to particular Owners Corporations or owners.

Retail Lot is a Community Development Lot or a Strata Lot used for purposes other than residential purposes created on subdivision of Community Development Lot 3 or other Community Development Lots.

Rules are rules made by the Community Association and Owners Corporations about the control, management, operation, use and enjoyment of City Quarter. See by-law 40 for more information.

Security Key in relation to Community Property is a key, magnetic card or other device or information used in Community Property to:

- a) open and close the security gates, doors, gates or locks; or
- b) operate alarms, security systems or communication systems.

Security Key in relation to Common Property is a key, magnetic card or other device or information used in the Common Property to:

- a) open and close the security gates, doors, gates or locks; or
- b) operate alarms, security systems or communication systems.

See by-law 38 and 39 for more information.

Service is:

- a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;
- b) the provision of sewerage and drainage;
- c) the private sewer pumping stations;
- d) transmission by telephone, radio, television satellite or other means;
- e) security systems;
- f) any other facility, supply or transmission.

Service Line is a pipe, wire, cable, duct or pole by which Service Providers will provide Services.

Service Provider is a statutory agency, Government Agency or other agency that provides a Service.

Shared Facilities are the services, facilities, machinery and equipment in a Stratum Building that are used by:

- a) two or more Stratum Building Members; or
- b) one or more Stratum Building Members and one or more Strata Lots in a Strata Scheme in a Stratum Building.

Site Manager is the person the Community Association appoints under by-law 36 to provide management and operational services for City Quarter (including any other person the Community Association appoints to replace them). The Site Manager may be a company associated with the Developer.

Statutory Service is a Service provided by a Service Provider.

Storage Space is a Strata Lot which is a storage space.

Strata Act is the *Strata Schemes Management Act 1996* (NSW).

Strata Building Works are:

- a) building works in a Strata Lot or a Strata Scheme that affect Common Property in the Strata Scheme;
- b) work to Common Property services inside a Strata Lot or inside a Strata Scheme; and
- c) changes to the structure of a Strata Lot.

Strata Lot is a Lot in a Strata Scheme.

Strata Plan is a plan which, according to the *Strata Schemes (Freehold Development) Act 1973 (NSW)* subdivides a Community Development Lot or a Stratum Lot to create a Strata Scheme.

Strata Schemes is a strata scheme created when a Community Development Lot or a Stratum Lot is subdivided by a Strata Plan.

Stratum Building is a building (and the land on which it is erected) in City Quarter which contains:

- a) two or more Strata Schemes; or
- b) one or more Strata Schemes and one or more Stratum Lots.

Stratum Building Members for each Stratum Building are:

- a) the Owners Corporations for Strata Schemes in the Stratum Buildings; and
- b) the owners of Stratum Lots in the Stratum Buildings

Stratum Lot is a current lot, as that term is defined in the *Strata Schemes (Freehold Development) Act 1973 (NSW)*, which is limited in height or depth or both. It does not include a parcel comprising a Strata Scheme.

Swimming Pool Area means the swimming pool or swimming pools (if there is more than one in City Quarter) and surrounding area located on the Common Property in a Strata Scheme in City Quarter or on Community Property. The Swimming Pool Area includes:

- a) the swimming pools; and
- b) equipment operated the swimming pools (including pumps).

If a Swimming Pool Area is located on Common Property in a Strata Scheme, that Swimming Pool Area will form part of Restricted Common Property. The location of the Swimming Pool Area is indicated on the concept plan in this Management Statement. See by-law 8 for more information.

Townhouse is a dwelling constructed on an individual sub division of a Community Development Lot.

You is an owner or occupier of a Lot.

49 Interpreting this management statement

- 49.1 A consent, notice or authorisation under this management statement must be given in writing.
- 49.2 In this management statement, a reference to:
 - a) a thing includes the whole or each part of it;
 - b) a document includes any variation or replacement of it;

- c) a day means the period starting at midnight and ending 24 hours later;
- d) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, reenactments or replacements of them;
- e) a person includes an individual, a firm, a body corporate, an incorporated association or a Government Agency; and
- f) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and Assigns.

49.3 The singular includes the plural and vice versa.

49.4 Headings do not affect the interpretation of this management statement.

49.5 The Community Association may exercise a right, power or remedy at its discretion and separately or with another right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent the Community Association from further exercising that or of any other right, power or remedy. Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

49.6 The rights, powers and remedies in the management statement are in addition to those provided by law.

50 Your behaviour

50.1 You must not:

- a) make noise that might unreasonably interfere with the use and enjoyment of a Lot, Community Property or Common Property by another owner or occupier;
- b) use language or behave in a way that might offend or embarrass another owner or occupier or their visitors;
- c) smoke cigarettes, cigars or pipes while you are on Common Property or allow smoke from them to enter Common Property;
- d) obstruct the legal use by any person of Community Property or Common Property;
- e) use equipment that interferes with equipment or appliances used by an owner or occupier;
- f) do anything that might damage the good reputation of City Quarter; or
- g) do anything in City Quarter that is illegal.

50.2 You must be adequately clothed when you are on Community Property or Common Property.

50.3 You must not allow children in your care to:

- a) play on Community Property or Common Property other than in open space areas that are not dangerous to children;
- b) play on Common Property inside a building in a Strata Scheme; or

- c) unless an adult exercising effective control is with them, be in an area of Community Property or Common Property that may be dangerous to children(eg the Open Accessway).

51 You are responsible for others

51.1 You must:

- a) make sure your visitors comply with this management statement and the by-laws for your Owners Corporation; and
- b) make your visitors leave City Quarter if they do not comply with this management statement or the by-laws for your Owners Corporation.

51.2 If you lease or licence your Lot (or part of your Lot) you must:

- a) give your tenant or licensee a copy of this management statement and the by-laws for your Owners Corporation (and changes to them);
- b) make sure your tenant or licensee and their visitors comply with this management statement and the by-laws for your Owners Corporation; and
- c) take all action available to you, including action under the lease or license agreement, to make the tenant or licensee comply or leave City Quarter.

51.3 You must not allow another person to do anything you cannot do under this management statement or under the by-laws for your Owners Corporation.

52 Your Lot

52.1 You must:

- a) keep your Lot clean and tidy and in good repair and condition to the reasonable satisfaction of the Community Association;
- b) properly maintain and replace an installation or alteration made under this management statement or the by-laws for your Owners Corporation that services your Lot (whether or not you made the installation or alteration); and
- c) at your expense, comply with all laws about your Lot including, without limitations, requirements of Government Agencies.

52.2 Subject to the Architectural Code, you must have consent from the Community Association to:

- a) keep anything in your Lot that is visible for outside your Lot and is not in keeping with the appearance or the theme of City Quarter;
- b) install bars, screens, grilles or other devices on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot;
- c) attach or hang a security device or wires outside your Lot or on Community Property or Common Property; or

- d) attach or hang an aerial, antenna, dish or other transmitting devices outside your Lot or on Community Property or Common Property.

52.3 You must carry out maintenance and repairs to your Lot properly and:

- a) to the reasonable satisfaction of the Community Association;
- b) according to the Architectural Code; and
- c) with materials of the same or similar quality as those used in the construction of the Lot.

52.4 You must not use your Lot in a way that:

- a) adversely affects (or might adversely affect) another Lot, Community Property or Common Property; or
- b) interferes with the use and enjoyment of another owner or occupier of their Lot or City Quarter generally.

52.5 Car spaces and parking facilities in Strata Lots may be used only by the owner or occupier of the car space or Strata Lots and their visitors.

53 You must comply with the law

53.1 You must comply on time and at your cost with all laws relating to:

- a) your Lot;
- b) the use of your Lot; and
- c) community Property or Common Property of which you have a licence, lease, restricted use rights, exclusive use or special privileges.

53.2 The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

54. Curtains and blinds in your Lot

54.1 You must comply with this by-law if you are the owner or occupier of an Apartment, Townhouse, a Retail Lot or a Stratum Lot.

54.2 Window coverings in your Apartment, Townhouse, Retail Lot or Stratum Lot (eg curtains, blinds or louvers) must be of a colour and design approved by the Community Association. The Community Association will not unreasonably withhold its approval under this by-law 54.2 if the proposed window coverings comply with clause 54.3.

54.3 The colours and designs approved by the Community Association must:

- a) be uniform when viewed from outside your Apartment, Townhouse, Retail Lot or Stratum Lot;
- b) if you are the owner or occupier of an Apartment, be uniform when viewed from outside your Strata Scheme; and
- c) comply with the Architectural Code.

55. Cleaning windows in your Lot

- 55.1 You must comply with this by-law if you are the owner or occupier of an Apartment, Townhouse, a Retail Lot or a Stratum Lot.
- 55.2 You must clean glass in the windows and doors of your Apartment, Retail Lot or Stratum Lot (even if they are Community Property or Common Property). However, you do not have to clean glass in windows or doors which you cannot access safely.
- 55.3 In addition to its powers under the Strata Act, an Owners Corporation has the power to clean the glass in some or all of the windows and doors in Apartments in its Strata Scheme. If your Owners Corporation resolves to clean the glass in the windows and doors of your Apartment, you are excused from your obligations under this by-law to clean that glass.

56. Floor coverings in Apartments

Who must comply with this by-law?

- 56.1 You must comply with this by-law if you are the owner or occupier of an Apartment. What are your obligations?
- 56.2 An owner of an Apartment must keep floors in their Apartment covered or treated to stop the transmission of noise that might unreasonably disturb the owner or occupier of another Apartment. However, this does not apply to floors in the bathroom, lavatory or laundry of the Apartment.
- 56.3 An owner or occupier of an Apartment must have consent from their Owners Corporation to remove or interfere with floor coverings or treatments in their Apartment which assist to prevent the transmission of noise that might unreasonably disturb the owner or occupier of another Apartment.

57. Drying your laundry

- 57.1 You must not hang your laundry, towels or similar articles on the Balcony or Loggia of your Lot or in any other part of your Lot if the articles are visible from outside your Lot.
- 57.2 You may hang your laundry, towels and similar articles in an area approved by the Community Association or your Owners Corporation for that purpose.

58. What you may keep on the Balcony or Loggia of your Apartment

- 58.1 You must comply with this by-law if you are the owner or occupier of an Apartment.
- 58.2 You may keep planter boxes, pot plants, landscaping and occasional furniture on the Balcony of your Apartment if it:
- a) is of a type approved by the Community Association;
 - b) will not cause damage; and

c) is not dangerous.

58.3 You may keep planter boxes, pot plants, landscaping, occasional furniture and outdoor recreational equipment on the Loggia of your Apartment only if it:

- a) will not cause damage; and
- b) is not dangerous.

58.4 If your Apartment has a Loggia:

- a) you must repair and replace the louvre blades of your retractable external Loggia external wall;
- b) you must not change the design, material or colour of your Loggia retractable walls in any way without the consent of your Owners Corporation; and
- c) if you do not comply with your obligations under this by-law your Owners Corporation may do so on your behalf (including reinstating any unauthorised changes made by you) and recover the cost of doing so from you.

58.5 To enable your Owners Corporation to inspect, repair or replace Common Property, your Owners Corporation may require you, at your cost, to temporarily remove and store items from the Balcony or the Loggia of your Apartment that are not Common Property (eg your planter boxes or pot plants).

59. Keeping an animal

59.1 Subject to section 130(6) of the *Community Land Management Act 2021*, an Owner or Occupier of a Lot may keep an animal on the Lot if the animal is approved in accordance with the by-laws of their Strata Scheme.

59.2 Conditions for Keeping an Animal

- a) An Owner or Occupier who obtains consent in writing to keeping an animal in a Strata Scheme must also ensure:
 - i. To the extent permitted by law, the animal (except a small caged bird or fish) must be microchipped and registered with the City of Sydney Council or any other authority having such jurisdiction.
 - ii. The keeping of any animal adheres to the City of Sydney Council Companion Animals Policy dated 19 April 2021, or any prevailing policy.
 - iii. the animal does not become dangerous, offensive, vicious, aggressive, noisy or a nuisance to another Owner or Occupier of a Lot;
 - iv. the animal does not enter the Lot of any other Owner or Occupier without their consent;
 - v. the animal does not soil on the Community Property, Common Property or Lot of any other Owner or Occupier;
 - vi. an Owner or Occupier must keep their Lot free of offensive odours likely to interfere with the peaceful enjoyment of other Lot Owners or Occupiers;
 - vii. that the animal does not engage in any destructive behaviour on the Community Property, Common Property or the Lot of any other Owner or Occupier of a Lot;

- viii. in the event that the animal is left unattended on the courtyard or balcony area of the Lot, the animal must not create persistent noise that unreasonably interferes with the peace, comfort or convenience of another Owner or Occupier; and
 - ix. the animal is not left unattended on the Community Property or Common Property.
- b) Subject to section 130(6) of the *Community Land Management Act 2021*, an Owner or Occupier of a Lot must not bring an animal into the Swimming Pools Area, Gym or area known as The Village Green.
- c) An Owner or Occupier of a Lot who owns an animal is responsible to the Community Association and a visitor using the Community Property for:
- i. any noise that their animal makes which causes unreasonable disturbance;
 - ii. damage to or loss of property or injury caused to any person caused by the animal; and
 - iii. cleaning up after their animal.
- d) An Owner or Occupier of a Lot must control their animal and not permit their animal to wander on to the Community Property or Common Property or to enter the Lot of another Owner or Occupier without that Owner or Occupier's permission.
- e) If it is necessary for an Owner or Occupier of a Lot to transport an animal across the Community Property or Common Property, an Owner or Occupier of a Lot must ensure that their animal is sufficiently restrained by either a leash or cage at all times.
- f) The Lot Owner or Occupier must pay any costs incurred by the Community Association as a result of damage from an animal on the Community Property (either by a resident or their visitor).
- g) Nothing in this management statement excludes any person from keeping an assistance animal as defined in the *Disability Discrimination Act 1992* (Cth) on any Lot.

59.3 Restricted animals

- a) An Owner or Occupier must not keep:
- i. An animal which has not been approved by their Strata Scheme (excluding a small caged bird or fish);
 - ii. A dog which is defined as a "dangerous dog", "menacing dog" or a "restricted dog" under the *Companion Animals Act 1988*;
 - iii. A dog which is defined as a "restricted dog" in the City of Sydney Companion Animal Policy dated 19 April 2021, or any prevailing policy; and
 - iv. A dog that is menacing, vicious, aggressive, noisy or difficult to control.

59.4 Strata Scheme Approval Process

- a) Each Strata Scheme must make their own by-law to determine the keeping of animals within that Strata Scheme, however such by-law must include that the following information is provided by an Owner or Occupier to that Strata Scheme in any application for the keeping of animals:
 - i. Owner's name, address, Strata Plan number, Lot number, email, phone;
 - ii. Occupier's name, address, lot number, email, phone (if different to Owner details); and
 - iii. Animal name, photo, breed, sex, age at time of application, Local Council microchip details and Assistance Animal registration details (if relevant).
- b) Any by-law of a Strata Scheme approving the keeping of animals in that Strata Scheme must require that a copy of this by-law together with the relevant by-law of that Strata Scheme is provided to the Owner or Occupier:
 - i. As a part of any prescribed application form seeking approval to keep an animal in that Strata Scheme; or
 - ii. If there is no prescribed application form, are provided to the Owner or Occupier prior to any animal application being considered by that Strata Scheme.
- c) Any by-law of a Strata Scheme approving the keeping of animals must include a requirement that the Owner or Occupier provides a written undertaking to the Strata Scheme for the keeping of the animal in accordance with the Strata Scheme's by-laws together with this by-law.

59.5 Each Member or Strata Scheme Must Keep a Register of Animals

- a) Each Strata Scheme must keep and maintain a register of all animals kept within the Lot, whether these animals are approved by the Strata Scheme or otherwise.
- b) A copy of this animal register must be updated regularly and provided to the Community Association on request.
- c) The Community Association's authorised representative may inspect the animal register of a Strata Scheme at any time.

60. Moving furniture through a Strata Scheme

Who must comply with this by-law?

- 60.1 You must comply with this by-law if you are the owner or occupier of an Apartment.

Your obligations

60.2 You must:

- a) make arrangements with your Owners Corporation at least 48 hours before your move furniture and or other large articles through your Strata Scheme.
- b) use the lift nominated by the Owners Corporation (with protective wall blankets fitted) to move furniture or other large items;
- c) move furniture and other large articles through your Strata Scheme according to the instructions of the Owners Corporation; and
- d) comply with the reasonable requirements of the Owners Corporation.

Rights of the Owners Corporation

- 60.3 In addition to its powers under the Strata Act, an Owners Corporation has the power to appoint the Community Association or another person (eg the Site Manager) to perform its functions under this by-law. If this happens, you must make your arrangements with the Community Association or that other person and comply with their instructions and reasonable requirements.

61. Fire Control

- 61.1 You must comply with laws about fire control.

- 61.2 Subject to the requirements of Government Agencies, you may keep flammable materials in your Lot if you:
- a) use them in connection with the lawful use of your Lot; and
 - b) keep them in reasonable quantities according to the guidelines of Government Agencies.

61.3 You must not:

- a) keep flammable materials on Community Property or Common Property;
- b) interfere with fire safety equipment; or
- c) obstruct fire stairs or fire escapes.

62. Your security obligations

- 62.1 You must take reasonable care to ensure that fire and security doors are locked or closed when they are not being used.

62.2 You must not:

- a) interfere with security cameras or surveillance equipment; or
- b) do anything that might prejudice the security or safety of City Quarter.

63. Your obligations for Security Keys

63.1 This by-law applies to Security Keys for Community Property and Common Property.

63.2 You must:

- a) take all reasonable steps not to lose Security Keys;
- b) return Security Keys for Community Property to the Community Association if you are no longer an owner or occupier of a Lot in City Quarter;
- c) return Security Keys for Common Property to the appropriate Owners Corporation if you are no longer an owner or occupier of a Lot in City Quarter;
- d) notify the Community Association immediately if you lose a Security Key for Community Property; and
- e) notify an Owners Corporation immediately if you lose a Security Key for its Common Property.

63.3 If you lease or licence your Lot, you must include a requirements in the lease or licence that, when the occupier moves out of City Quarter, they return:

- a) security Keys for Community Property to the Community Association; and
- b) security Keys for Common Property to the appropriate Owners Corporation.

63.4 You must not:

- a) copy Security Keys; or
- b) give Security Keys to someone who is not an owner or occupier.

63.5 You must comply with the reasonable instructions of the Community Association and your Owners Corporation about Security Keys and, in particular, instructions about recording and returning Security Keys.

63.6 See by-laws 38 and 39 for more information about Security Keys.

64. Parking on Community Property and Common Property

64.1 You must have consent:

- a) from the Community Association to park on Community Property; and
- b) from an Owners Corporation to park on its Common Property.

64.2 You must not:

- a) park a vehicle in a visitor parking area; or
- b) repair a vehicle on Community Property or Common Property unless it is an emergency repair.

- 64.3 The Community Association and Owners Corporations may designate parts of their property as parking areas for use by owners, occupiers and their visitors.
- 64.4 Your visitors may use visitor parking areas only for casual parking.
- 64.5 The Community Association and the Owners Corporations, for the purpose of the control, management, use and/or enjoyment of the Community Property and Common Property and to preserve security within the City Quarter complex, may by resolution of the relevant executive committees:
 - a) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of vehicles on Community Property or Common Property;
 - b) install signage on the Community Property or Common Property regulating the ingress and egress of vehicles to and from buildings and grounds of the Community Property or Common Property; and
 - c) take such further action consistent with this by-law as is reasonable and necessary in order to regulate or restrict the parking or standing of vehicles on Community Property or Common Property and/or preserve the security of the City Quarter complex.

Power to Wheel-clamp Vehicles in the Subject

- 64.6
 - a) the succeeding provisions of this by-law 64 apply to the Owners Corporation, owners and occupiers in each of the subject.
 - b) for the purpose of this by-law 64, the following words or phrases have the following meaning:

Subject Strata Scheme is each of the Strata Schemes constituted upon registration of Strata Plan 82217 ('Trio North'), Strata Plan 82487 ('Trio Central'), Strata Plan 82907 ('Trio South'), Strata Plan 62386 ('Etage'), Strata Plan 74896 ('Altro'), and Strata Plan 81468 ('Alexandra');

Subject Common Property is the Common Property in each of the Strata Schemes in the Subject Strata Scheme;

Subject Owners Corporation is an owners corporation constituted upon registration of a subject Strata Scheme and **Subject Owners Corporations** means more than one of them.

Subject Wheel-Clamping Contractor is the contractor or contractors appointed from time to time by one or more of the Subject Owners Corporations to affix and remove wheel clamps to vehicles parked illegally in breach of this by-law and take such other action with respect to wheel-clamping of vehicles as is provided in this by-law.

64.7 Each of the Subject Owners Corporations may:

- a) install signage on Subject Common Property in or about the parking areas advising of the effect of these by-laws including, without limitation, that vehicles parked on Subject Common Property in breach of this by-law may be wheel-clamped or towed away;
- b) establish and maintain a register of all vehicles owned or used by owners and occupiers of lots in each of the Subject Strata Schemes including;
 - the make and registration number of the vehicle;
 - the name of the owner or occupier who owns or uses the vehicle;
 - the lot number and contact details of the owner or occupier;
 - if the owner or occupier does not own the vehicle, the name and contact details of the owner of the vehicle;
- c) distribute to all owners and occupiers of a Strata Lot in the Subject a notice explaining the existence and effect of this by-law;
- d) appoint a security company or other independent contractor as a Subject Wheel-Clamping Contractor to affix and remove wheel clamps on vehicles in accordance with this by-law;
- e) appoint one or more vehicle towing services to remove and impound vehicles in accordance with this by-law; and
- f) take such further action consistent with this by-law, as is reasonable and necessary to restrict or regulate the parking of vehicles on Subject Common Property.

64.8 If you park or stand any vehicle owned by you on Subject Common Property in breach of this by-law, the executive committee of a Subject Owners Corporation or a Subject Wheel-Clamping Contractor may, without reference to the Community Association or the relevant Subject Owners Corporation, give a notice to you requiring that you comply with this by-law, in default of which the relevant Subject Owners Corporation may take action in respect of the vehicle as provided in this by-law (**Notice of Breach**).

64.9 The notice of Breach given under by-law 64.8 must:

- a) be in writing;
- b) be displayed prominently on the vehicle in such a way as to come to your attention but so as to ensure no damage is done to the vehicle;
- c) if the vehicle is registered, specify the registration number of the vehicle that has been or is parked or standing on Subject Common Property in breach of this by-law;

- d) advise that if you fail to remove the vehicle parked or standing on Common Property in breach of this by-law or if you park or stand the vehicle on Subject Common Property repeatedly or persistently in breach of this by-law, the relevant Subject Owners Corporation may affix a wheel-clamping device to that vehicle or arrange for your vehicle to be towed away; and
- e) advise that if a wheel-clamping device is affixed to your vehicle, you should contact the relevant Subject Wheel-Clamping Contractor to arrange for its removal, provided a telephone number to contact that Subject Wheel-Clamping Contractor and that a fee not exceeding \$500 may be charged by the Subject Wheel-Clamping Contractor for removal of the wheel clamping device; or
- f) advise that if your vehicle is towed away, you should contact the Subject Wheel-Clamping Contractor who will advise you of the identity and contact details of the vehicle towing service attending to removal and impounding of your vehicle and that a fee not exceeding \$1,500 may be charged by the vehicle towing service for the release of your vehicle.

- 64.10 If you are given a Notice of Breach under by-law 64.9, you must forthwith comply with that Notice of Breach and remove the vehicle the subject of the Notice of Breach parked on Subject Common Property in breach of this by-law.
- 64.11 If a Notice of Breach is given to you under this by-law and you do not comply with the Notice of Breach, the executive committee of the relevant Subject Owners Corporation may resolve at a duly constituted meeting of the executive committee to affix a wheel clamping device to the vehicle the subject of the Notice of Breach or arrange for the vehicle to be towed away. This will result in subsequent affixing, or cause to be affixed by a Subject Wheel-Clamping Contractor, that wheel clamping device or for the vehicle to be towed away so long as that vehicle is, at the time at which the wheel clamping device is affixed OR is to be towed away, parked or standing on Subject Common Property without the consent of the relevant Subject Owners Corporation.
- 64.12 The signage installed by the Subject Owners Corporations under by-law 64.7 warning that vehicles parked in breach of these by-laws may be wheel-clamped or towed away must set out a telephone number or other contact details of the Subject Wheel-Clamping Contractor or other person authorised to release the wheel-clamp or provide information about recovery of the vehicle.
- 64.13 As an owner or occupier of a Strata Lot in a Subject, you consent to the immobilisation by means of wheel-clamping or the towing away of a vehicle owned or controlled by you and parked or left on Subject Common Property in breach of these by-laws.

- 64.14 None of the Community Association, the executive committee or each of the Subject Owners Corporations or any member thereof, any Subject Wheel-Clamping Contractor, the Site Manager, any strata managing agent and any person acting under the instructions of the Community Association or the executive committee of the relevant Subject Owners Corporation in accordance with these by-laws shall be liable for any loss or damage sustained by you if a Notice of Breach is given and you fail to remove a vehicle parked or standing on Subject Common Property or if you repeatedly or persistently park or stand a vehicle on Subject Common Property in breach of these by-laws after a Notice of Breach is given.
- 64.15 Each member of the Community Association, executive committee of each of the Subject Owners Corporations, each Subject Wheel-Clamping Contractor, the Site Manager, any strata managing agent and every person acting under the instructions of the Community Association or executive committee of the relevant Subject Owners Corporation in accordance with these by-laws are hereby indemnified by the Community Association and the relevant Subject Owners Corporation against any loss or damage suffered by any of them arising out of any action taken by any of them in accordance with these by-laws.
- 64.16 For the avoidance of doubt, a Subject Wheel-clamping Contractor or executive committee of the relevant Subject Owners Corporation must not give a Notice of Breach or affix a wheel-clamping device to any vehicle or arrange for the towing away of any vehicle on grounds which are in the circumstances, frivolous or vexatious.
- 64.17 Nothing in this by-law operates to restrict or prevent the Community Association or any of the Subject Owners Corporations from making an application to the Local Court for an order authorising the Community Association or any of the Subject Owners Corporations to dispose of any vehicle left on Subject Common Property and subsequently disposing of that vehicle in accordance with the *Uncollected Goods Act 1995* (NSW) or any Act amending or replacing that Act.

65. Damage to property

- 65.1 You must:
- a) use Community Property, Common Property and Shared Facilities only for their intended purposes;
 - b) immediately notify the Community Association or an Owners Corporation if you know about damage to or a defect in their property;
 - c) immediately notify the owner of a Shared Facility if you know about damage to or a defect in the Shared Facility;
 - d) compensate the Community Association or an Owners Corporation for any damage you, your visitors or people doing work in City Quarter on your behalf cause to their property; and
 - e) compensate Stratum Building Members for any damage you, your visitors or people doing work in City Quarter on your behalf cause to a Shared Facilities in their Stratum Building.

- 65.2 Subject to the by-laws in Part 1 of this management statement, you must have consent from the Community Association or consent from an Owners Corporation to:
- a) interfere with or damage their property;
 - b) remove equipment or other articles from their property;
 - c) use or adjust their equipment (subject to your rights to use that equipment according to this management statement); or
 - d) use their property as a garden.
- 65.3 Subject to the by-laws in Part 1 of this management statement, you must have consent from Stratum Building Members to:
- a) interfere with or damage a Shared Facility in their Stratum Building; or
 - b) remove, use or adjust a Shared Facility in their Stratum Building.
- 65.4 You must not bring heavy items into City Quarter that may cause structural damage to a building.

66. Your insurance obligations

Community Association Insurances

- 66.1 You must notify the Community Association if you use or change the use of your Lot in a way that might affect insurance premiums for City Quarter.
- 66.2 You must have consent from the Community Association to do anything that might invalidate, suspend or increase a premium for Community Association insurance policies.
- 66.3 If the Community Association give you consent under this by-law it may make conditions that, without limitation, require you to reimburse the Community Association for increased premiums.

Owners Corporation insurances

- 66.4 You must notify your Owners Corporation if you use or change the use of your Lot in a way that might affect insurance premiums for your Strata Scheme.
- 66.5 You must have consent from your Owners Corporation to do anything that might invalidate, suspend or increase a premium for an Owners Corporation insurance policy.
- 66.6 If an Owners Corporation gives you consent under this by-law it may make conditions that, without limitation, require you to reimburse the Owners Corporation for increased premiums.

Stratum Building insurance

- 66.7 You must notify the Stratum Building Members of a Stratum Building if you use or change the use of your Lot in a way that might affect insurance premiums, and, in particular, building insurance premiums for the Stratum Building.

- 66.8 You must have consent from Stratum Building Members of a Stratum Building to do anything that might invalidate, suspend or increase a premium for an insurance policy and, in particular, a building insurance policy, effected by Stratum Building Members for a Stratum Building.
- 66.9 If Stratum Building Members give you consent under this by-law they may make conditions that, without limitation, require you to reimburse the Stratum Building Members for increased premiums.

67. Complying with Rules

- 67.1 You must comply with Rules made by the Community Association or an Owners Corporation. See by-law 40 for more information.

68. Payments you must make

- 68.1 You must comply at your cost and on time with this management statement and the by-laws for your Owners Corporation.
- 68.2 You must pay the Community Association and your Owners Corporation:
- a) interest on amounts you owe them under this management statement and do not pay on time;
 - b) for your Owners Corporation, interest on any amounts you owe the Owners Corporation under its by-laws which you do not pay on time; and
 - c) interest from (and including) the date on which the payment was due until the date it was paid.
- 68.3 The Community Association and Owners Corporations must calculate interest under this by-law at a rate of 10% simple interest per annum (or the rate of interest for unpaid contributions under the Act, or for an Owners Corporation, under the Strata Act).
- 68.4 The Community Association may recover unpaid amounts under this management statement as a debt.
- 68.5 An Owners Corporation may recover unpaid amounts under this management statement or its by-laws as a debt.

69. Security at City Quarter

Rights and obligations of the Community Association

- 69.1 The Community Association must:
- a) take reasonable steps to prevent fires and other hazards on Community Property; and
 - b) comply with laws about fire control.

- 69.2 In addition to its powers under the Act, the Community Association has the power to install and operate in Community Property audio and visual security cameras and other surveillance equipment for the security of City Quarter.

Rights and obligations of Owners Corporations

- 69.3 An Owners Corporation must:
- a) take reasonable steps to prevent fires and other hazards on its Common Property; and
 - b) comply with laws about fire control.
- 69.4 In addition to its powers under the Strata Act, an Owners Corporation has the power to install and operate in its Common Property audio and visual security cameras and other surveillance equipment for the security of its Strata Scheme.

Part 4.1

Issues affecting Stratum Buildings

70. When does this Part apply?

- 70.1 This Part 4.1 applies to Stratum Buildings:
- a) for which a Ministerial exemption to registration of a strata management statement for a Stratum Building has been granted under section 28R(2)(b) of the *Strata Schemes (Freehold Development) Act 1973* (NSW); or
 - b) if this Part is invoked by strata management statement registered for a Stratum Building.
- 70.2 In addition to their obligations elsewhere in this management statement, the persons who must comply with the by-laws in this Part 4.1 are:
- a) owners and occupiers of Lots in a Stratum Building; and
 - b) owners Corporations for Strata Schemes in a Stratum Building.

71. Insurances for Stratum Buildings

- 71.1 Stratum Building Members must effect:
- a) building insurance for their Stratum Building according to the *Strata Schemes Management Act 1996* (NSW); and
 - b) as appropriate to each Shared Facility in their Stratum Building, machinery breakdown or other insurances for that Shared Facility.

72. Shared Facilities

Maintenance and repair

- 72.1 Stratum Building Members must maintain, repair and, where necessary, replace the Shared Facilities in their Stratum Building.

Register of Shared Facilities

- 72.2 Stratum Building Members must prepare a register of Shared Facilities for their Stratum Building within one month after registration of the first Strata Scheme for their Stratum Building. The register must include:

- a) a list of all the Shared Facilities for the Stratum Building;
- b) a description of each Shared Facility and the Stratum Building Members who benefit from each Shared Facility;
- c) the method of apportioning costs for each Shared Facility between the Stratum Building Members who benefit from the Shared Facility;
- d) the method of apportioning costs for any Services; and
- e) the method of apportioning costs for insurances the Stratum Building Members effect under by-law 71.1.

- 72.3 Stratum Building Members must:

- a) keep the register of Shared Facilities for their Stratum Building current; and
- b) provide a copy of the register (and any updates to the register) to the Committee.

73. The Committee and its officers

Who are the officers of the Committee?

- 73.1 The officers of the Committee are the secretary, the treasurer and the chairperson.

Functions of the secretary

- 73.2 The functions of the secretary are to:

- a) convene, prepare agendas for and send notices for meetings of the Community Association and the Committee;
- b) prepare and distribute minutes of meetings of the Community Association and the Committee;
- c) give notices under this management statement and the Act on behalf of the Community Association and the Committee;
- d) supply certificates about contributions, insurance and other matters under clause 2 of schedule 4 of the Act;
- e) answer communications sent to the Community Association;

- f) perform administrative and secretarial functions for the Community Association and the Committee; and
- g) keep records for the Community Association and the Committee according to this management statement and the Act.

Functions of the treasurer

73.3 The functions of the treasurer are to:

- a) send notices of contributions to members of the Community Association;
- b) collect contributions from members of the Community Association;
- c) receive, acknowledge, bank and account for contributions and other money paid to the Community Association;
- d) prepare certificates about contributions, insurance and other matters under clause 2 of schedule 4 of the Act;
- e) keep accounting records for the Community Association according to the Act; and
- f) prepare financial statements accord to the Act.

Functions of the chairperson

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

Protection from liability

73.5 A member of the Committee is not liable for any loss or damage caused by their actions as a member of the Committee unless they acted fraudulently or negligently.

Appointing sub-committees

73.6 The Committee may appoint sub-committees to investigate and report on issues relating to the management and operation of City Quarter.

73.7 Sub-committees may conduct investigations for the Committee.

74. Meetings of the Committee

When to convene meetings

74.1 Meetings of the Committee must be convened:

- a) by the secretary of the Community Association if they are asked to convene a meeting by at least one-third of the members of the Committee; or
- b) by another member of the Committee if, in the absence of the secretary, at least one-third of the members of the Committee ask them to convene a meeting.

- 74.2 The secretary or the other member of the Committee must convene the meeting:
- a) within the time specified in the notice asking for the meeting; or
 - b) if the notice does not specify a time, within 14 days of being asked.

Conducting meetings

- 74.3 Subject to this management statement and the Act, the Committee may meet to conduct business, adjourn and otherwise regulate meetings as it thinks fit.

Attendance at meetings

- 74.4 You or, if you are a corporation, your company nominee may attend meetings of the Committee. You or your company nominee may address a meeting only if the Committee agrees.

75. Notices for meetings of the Committee

Giving the notice

- 75.1 The secretary or the member of the Committee who convenes a meeting of the Committee must give:
- a) each member of the Committee; and
 - b) each member of the Community Association at least 48 hours notice of the meeting.
- 75.2 The notice must include:
- a) the time, date and venue of the meeting; and
 - b) the agenda for the meeting.
- 75.3 Notices under this by-law must be given:
- a) by facsimile;
 - b) by E-mail
 - c) personally to the member of the Committee or the member of the Community Association; or
 - d) by post or hand delivery to the address shown for the member of the Committee or the member of the Community Association shown in the roll of the Community Association.

The agenda for the meeting

- 75.4 The agenda for a meeting of the Committee must include details of all the business the Committee will deal with at the meeting. The Committee cannot deal with business that is not on the agenda for the meeting.

76. Decisions made in writing

- 76.1 The Committee may vote on motions in writing if:
- a) notice of the meeting and an agenda have been given according to by-law 24;

- b) the secretary of the Committee (or the member of the Committee who convenes the meeting) has given each member of the Committee a voting paper; and
- c) a majority of the members of the Committee approve the motion(s) in writing and return their voting paper to the secretary of the Committee (or the member of the Committee who convenes the meeting) before the meeting commences.

77. Minutes of meetings of the Committee

- 77.1 The secretary or the member of the Committee who convenes a meeting of the Committee (including meetings held in writing) must give a copy of the minutes of the meeting to:
- a) each member of the Committee; and
 - b) each member of the Community Association within 14 days after the meeting.
- 77.2 Minutes must be given:
- a) by facsimile;
 - b) by E-mail;
 - c) personally to the member of the Committee or the member of the Community Association; or
 - d) by post or hand delivery to the address shown for the member of the Committee or the member of the Community Association shown in the Community Association's roll.

78. Keeping books and records

- 78.1 The Committee must keep copies of agendas and minutes of its (including meeting held in writing):
- a) with the books and records of the Community Association; and
 - b) for seven years from the date of the meeting (or for the period the Act requires the Community Association to keep its meeting records).

79. Role of the Committee

Performing functions for Stratum Building Members

- 79.1 The Committee may do anything under the by-laws in this Part 4.1 which, in the opinion of the Committee, the Stratum Building Members for a Stratum Building have not done or have not done properly.
- 79.2 If the Committee exercises a function under by-law 73.1, the Stratum Building Members must reimburse the Committee for its costs in shares proportional to their respective unit entitlements.

Resolving disputes

- 79.3 The Committee must determine any matter in dispute between Stratum Building Members for a Stratum Building if that dispute is referred to it by one of those members.

80. Information for the Committee

- 80.1 Stratum Building Members must give the Committee information it reasonably requires regarding compliance by the Stratum Building Members with the by-laws in this Part 4.1.

PART 5 BY-LAWS REQUIRED BY A PUBLIC AUTHORITY

81. Maintenance of Orphan School Creek Gully

- 81.1 Lot 15 in the Community Plan is principally a bush walk through Orphan School Creek Gully, which is to be dedicated to Council.
- 81.2 The Community Association must attend to the periodic inspection, cleaning, maintenance and landscaping of the lot 15 in accordance with the maintenance plan titled Bushland & Maintenance Plan for Orphan School Creek Gully prepared by Guy Sturt & Associates Pty Limited and dated 15 November 2000 for a period of five years from completion of the last stage of the landscaping works to Lot 15 to the satisfaction of the Principal Certifying Authority, after which Lot 15 shall be maintained by Council.
- 81.3 By-law 81.2 is a public authority by-law. The Community Association may not change or cancel it without the written consent of Council.

82. The stormwater detention system

- 82.1 The location of the stormwater detention system is shown on the Works Plan in this management statement.
- 82.2 The Community Association must attend to the periodic inspection, cleaning and maintenance of the stormwater detention system in accordance with the terms of the positive covenant for stormwater detention numbered ten in the Community Plan.
- 82.3 By-law 82.2 is a public authority by-law. The Community Association may not change or cancel it without the written consent of Council.
- 82.4 You must not enter the stormwater detention system unless you have consent from the Community Association.
- 82.5 This by-law does not prevent the Community Association (or its agents) entering the stormwater detention system to comply with its obligations under this management statement and the Act.

PLAN FORM 5

MANAGEMENT STATEMENT

DP270241

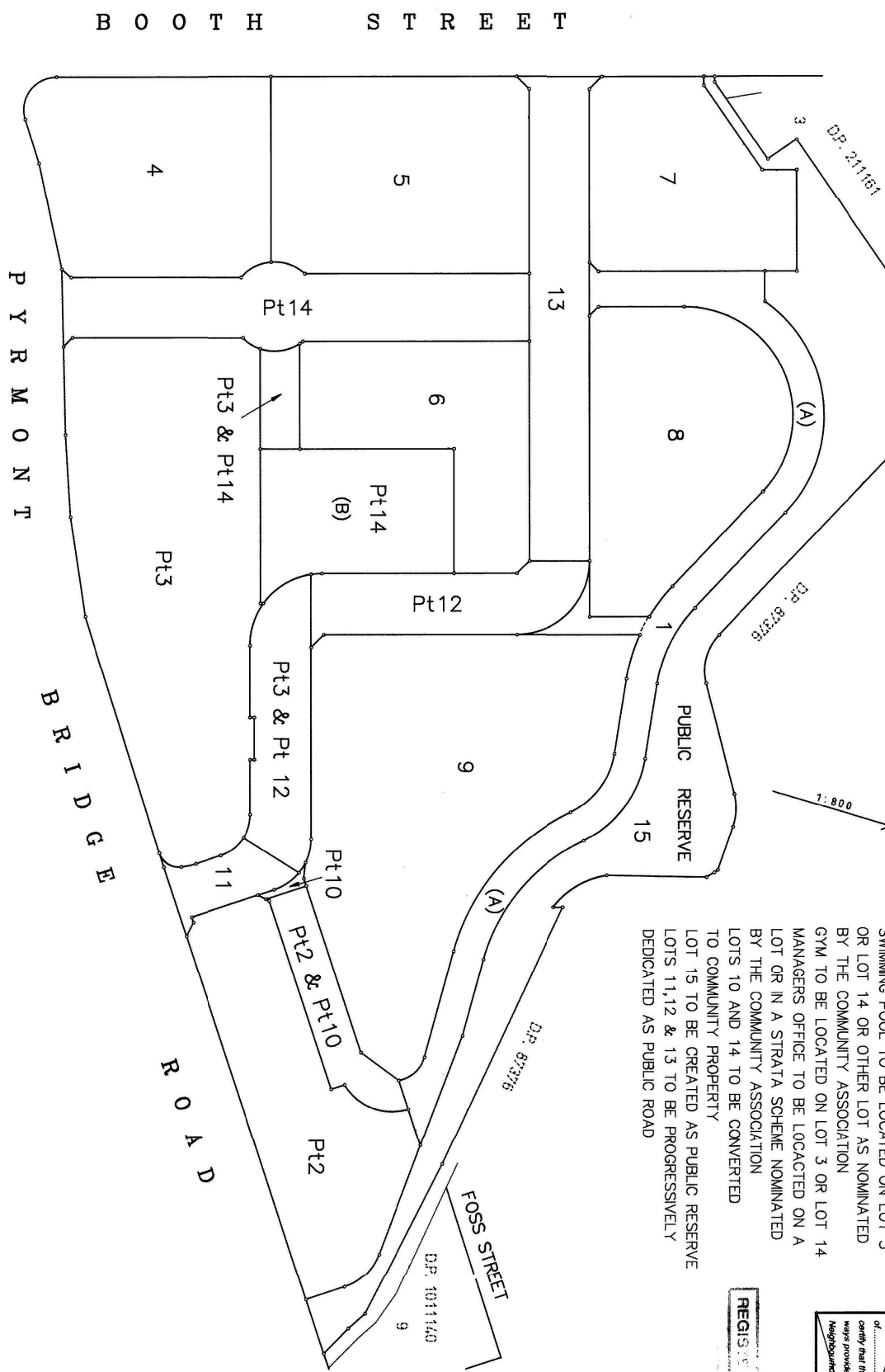
CONCEPT PLAN

LEGEND OF FACILITIES

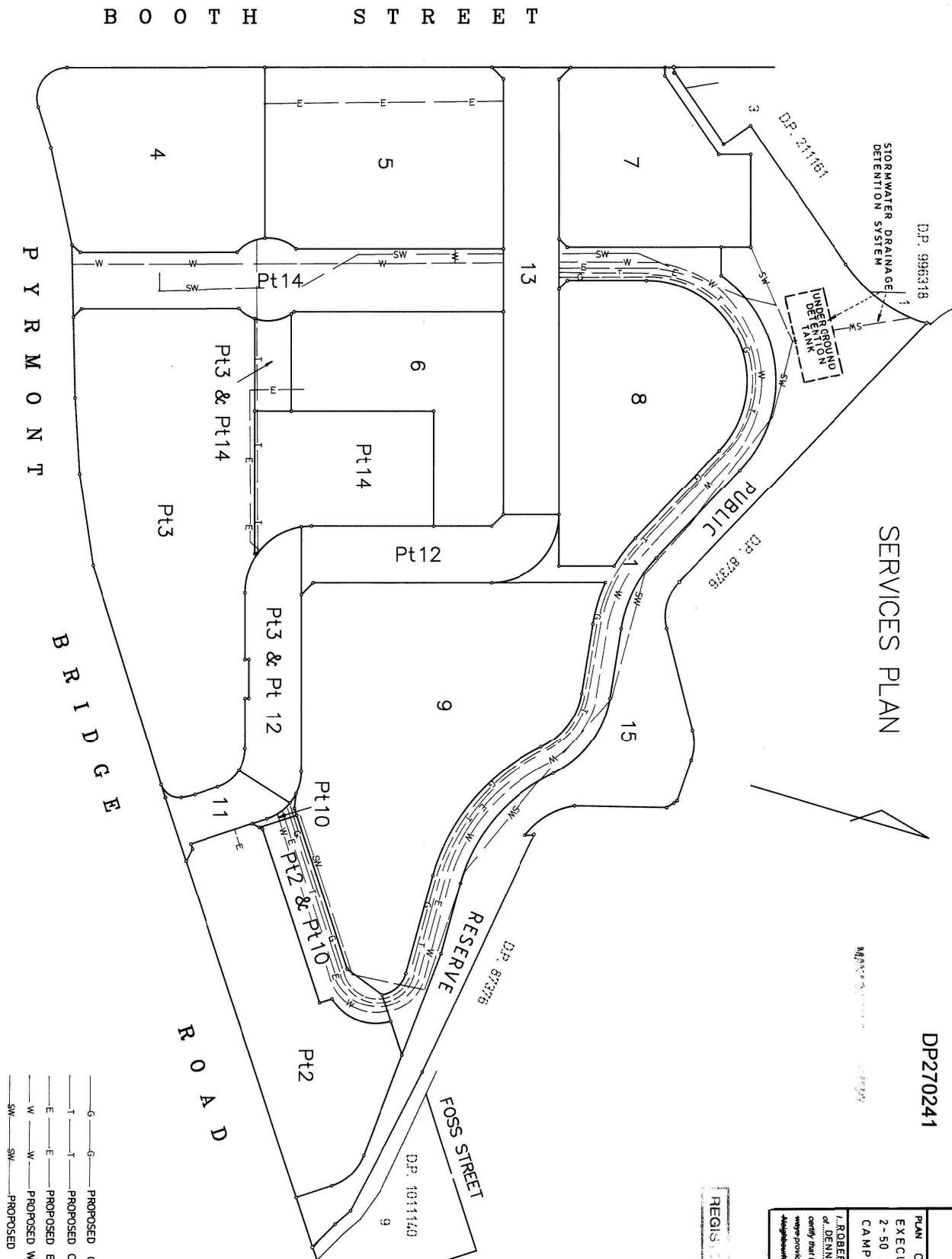
- (A) - BUSH ROAD - OPEN ACCESSWAY
 - (B) - PASSIVE RECREATION AREA
- SWIMMING POOL TO BE LOCATED ON LOT 3 OR LOT 14 OR OTHER LOT AS NOMINATED BY THE COMMUNITY ASSOCIATION
- GYM TO BE LOCATED ON LOT 3 OR LOT 14
- MANAGERS OFFICE TO BE LOCATED ON A LOT OR IN A STRATA SCHEME NOMINATED BY THE COMMUNITY ASSOCIATION
- LOTS 10 AND 14 TO BE CONVERTED TO COMMUNITY PROPERTY
- LOT 15 TO BE CREATED AS PUBLIC RESERVE
- LOTS 11,12 & 13 TO BE PROGRESSIVELY DEDICATED AS PUBLIC ROAD

COMMUNITY PLAN
SHEET 71 OF 76 SHEETS
PLAN CONCEPT PLAN FOR "CITY QUARTER" 2-50 PYRMONT BRIDGE ROAD, CAMPERDOWN.
I hereby certify that this is a plan of the subject works as described/assess ways provided for the development shown in a Community/Proposed Neighbourhood Plan No.

REGISTRATION NO. 10161140



TOS 5



DP270241

COMMUNITY PLAN

78
SHEET 75 OF 76 SHEETS

PLAN OF SERVICE WORKS TO BE
EXECUTED FOR "CITY QUARTER"
2-50 PYRMONT BRIDGE ROAD,
CAMPERDOWN.

I, ROBERT WILLIAM BARKER surveyor
of, DENNY LINKER & CO. DX 630, SYDNEY,
certify that this is a plan of the service works as enacted
provided for the development shown in Community/Township/
Neighbourhood Plan No.

REGISTERED  16.8.2001

PLAN FORM 5 (A2)

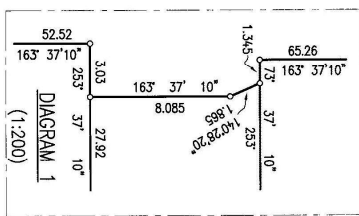
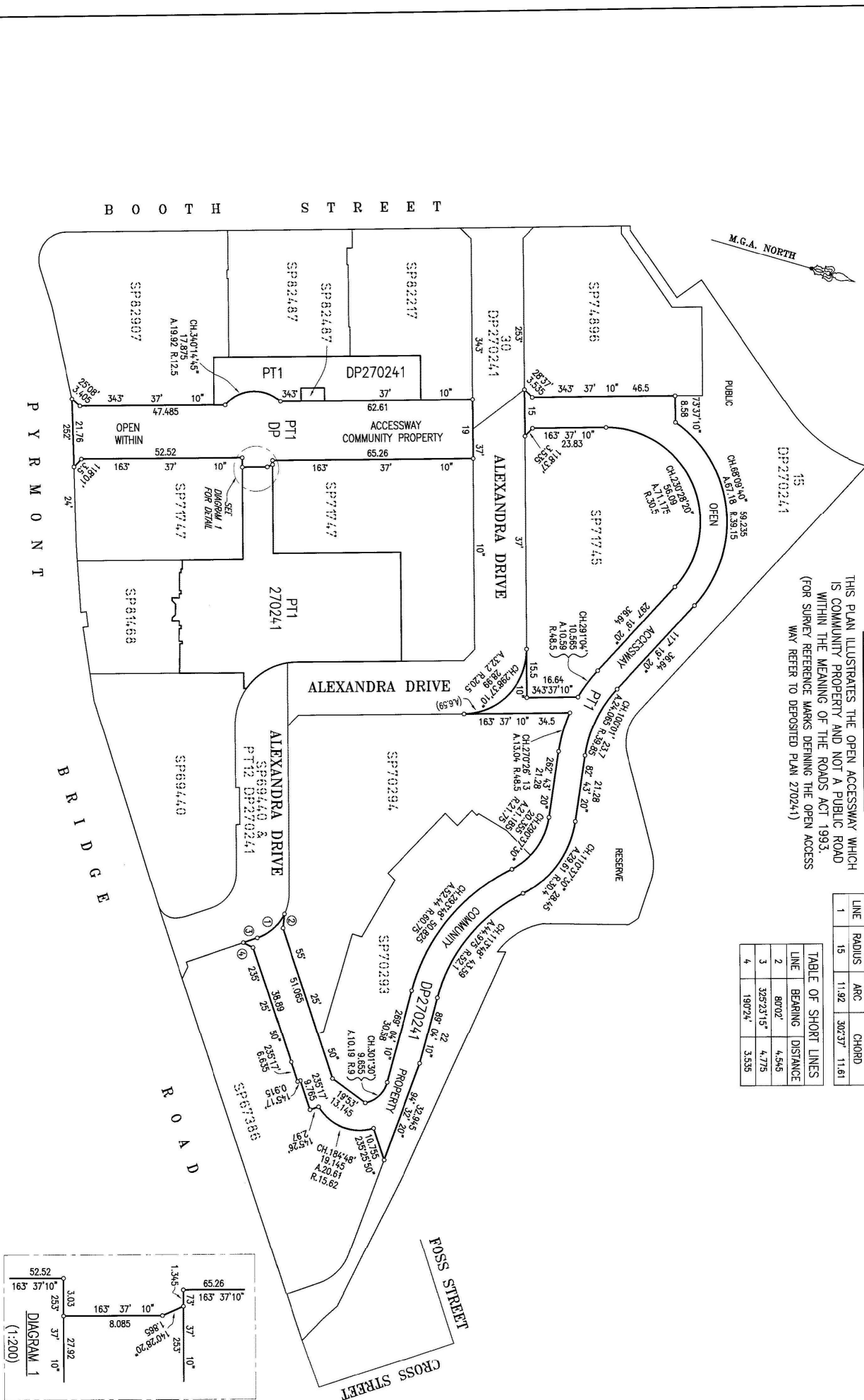
"ANNEXURE A"

ACCESSWAY PLAN

THIS PLAN ILLUSTRATES THE OPEN ACCESSWAY WHICH IS COMMUNITY PROPERTY AND NOT A PUBLIC ROAD WITHIN THE MEANING OF THE ROADS ACT 1993. (FOR SURVEY REFERENCE MARKS DENING THE OPEN ACCESSWAY REFER TO DEPOSITED PLAN 270241)

TABLE OF CURVED BOUNDARIES			
LINE	RADIUS	ARC	CHORD
1	15	11.92	30.37 11.61

TABLE OF SHORT LINES		
LINE	BEARING	DISTANCE
2	80.02°	4.545
3	325.2315°	4.775
4	190.724°	3.535



REGISTERED 31.5.2010

PLAN OF ACCESSWAY WITHIN
CITY QUARTER No.2-50
PYRMONT BRIDGE RD
CAMPERDOWN

DP 270241
Management Statement
Annexure 'C' Sheet 2 of 2



**LAND
REGISTRY
SERVICES**

NSW Land Registry Services
Level 30, 175 Liverpool Street Sydney NSW 2000
GPO Box 15, Sydney NSW 2001
P (02) 8776 3575
E ConveyancingNSW@nswlrs.com.au
www.nswlrs.com.au

Lodgment Rules Exception Form

This form must be lodged with every Dealing with Exception and Miscellaneous Dealing (Miscellaneous Document) form, as defined in the Lodgment Rules.

Please accept this scanned paper dealing, as an eligible exception under Rules 5 or 10 of the Lodgment Rules (version 2), that has been lodged as either a:

1. Dealing with Exception form; or
2. Miscellaneous Dealing (Miscellaneous Document) form

Lodgment Rules exception number: * 4

**Insert, from the Lodgment Rules exceptions list, the exception number relied on to use the Dealing with Exception form or Miscellaneous Dealing (Miscellaneous Document) form.*

The Lodgment Rules exception list is published on the Office of the Registrar General Lodgment Rules webpage:
<https://www.registrargeneral.nsw.gov.au/publications/lodgment-rules>

