

# MINUTES OF ANNUAL GENERAL MEETING

COMMUNITY LAND MANAGEMENT ACT 1989



ACUMEN STRATA

**The Members of Lots in Community Association DP No. 270427  
Prince Henry at Little Bay  
The Meeting was held on Tuesday, 14 June 2022  
In the Frangipani Room, Coast Centre for Seniors, Curie Ave, Little Bay NSW 2036  
Commenced at 6:18pm**

<b>Present by Proxy</b>	<b>In Attendance</b>
Susan Graham (Lot 5) Toula Bachas (Lot 6) Allen Morris (Lot 7) Warren D'Mello (Lot 13) Suzanne Henderson (Lot 18) Lyndesay Neale (Lot 30) Michael McIntosh (Lot 36) John Pearson (Lot 51) Helga Nilsen (lot 82) Lesley Wood (Lot 101) Nicole Botfield (Lot 127)	Jane and Phil Bannister (Lot 6) Patrick Moore (Lot 59) Julie O'Brien and Peter Esse (Lot 19) Erin Dawson (Lot 19) Luke Todd (Lot 75) Geoff Thomas (Lot 127) Helen Wells (Acumen Strata) Jolly Duong (Acumen Strata)
<b>Chairperson: Susan Graham</b>	

1. **Minutes of previous General Meeting** **Resolved** that the minutes of the last General Meeting of the Community Association held 13 April 2021 was confirmed as a true record and account of the proceedings at that meeting.
2. **Financial Statements** **Resolved** that, in accordance with Clause 8(b) of Schedule 1 of the Act, the audited financial statements for period 31 December 2021 be adopted.
3. **Auditor** **Resolved** that Thomas Davis & co, be appointed to audit the financial statements for the financial year ending 31 December 2022.
4. **Estate Manager** **DID NOT RESOLVE** instructions for the Association Committee to proceed with the Estate Management Tender Process.

*The motion was put to a vote and a pool vote was called by a member. The poll vote results were as follows:*

*Unit of Entitlement In Favour: 16511*

*Unit of Entitlements Against: 30322*

*Unit of Entitlements Abstain: 0*

5. **Administrative and Sinking Fund** **Resolved as amended** that, in accordance with section 83 and section 84(1) of the Act the estimated receipts and payments (Budget) for the Administrative Fund and the Capital Works Fund be adopted and contributions determined as follows:

- (b) To the General Administrative Fund in the amount of \$94,000.00 plus GST in instalments as set out in the table below:

ADMINISTRATIVE FUNDS				
Instalment	Levy Due	Admin (excl GST)	GST	Total (incl GST)
1 (Invoiced)	1/01/2022	\$23,499.97	\$2,350.00	\$25,849.97
2 (Invoiced)	1/04/2022	\$23,499.97	\$2,350.00	\$25,849.97
3	1/08/2022	\$23,500.03	\$2,350.00	\$25,850.03
4	1/10/2022	\$23,500.03	\$2,350.00	\$25,850.03
<b>TOTAL</b>		\$94,000.00	\$9,400.00	\$103,400.00

- (a) To the Capital Works Fund in the amount of \$6,000.00 plus GST in instalments as set out in the table below

CAPITAL WORKS FUNDS				
Instalment	Levy Due	Capital (excl GST)	GST	Total (incl GST)
1 (Invoiced)	1/01/2022	\$2,500.00	\$250.00	\$2,750.00
2 (Invoiced)	1/04/2022	\$2,500.00	\$250.00	\$2,750.00
3	1/08/2022	\$500.00	\$50.00	\$550.00
4	1/10/2022	\$500.00	\$50.00	\$550.00
<b>TOTAL</b>		\$6,000.00	\$600.00	\$6,600.00

- (c) That the Administrative Fund and Capital Works Fund contributions continue quarterly thereafter until redetermined as set out in the table below

Type	Levy Due	Amount (excl GST)	GST	Total (incl GST)
Admin Fund	1/01/2023	\$24,675.00	\$2,467.50	\$27,142.50
Capital Works Fund	1/01/2023	\$1,500.00	\$150.00	\$1,650.00

6. Insurances

**Resolved** that, in accordance with clause 5 of Schedule 6, sections 39 and 40 of the Community Land Management Act, the insurance policies currently in force (as listed below) was confirmed, varied or extended.

Policy Type	Sum Insured	Company	Policy Number	Premium	Due Date
BUILDING	\$ -	CHU Underwriting Agency Pty Ltd	NT204526	\$3,678.14	31/03/2023
CATASTROPHE	\$ 36,360.00				
PUBLIC LIABILITY	\$ 30,000,000.00				
FIDELITY GUARANTEE	\$ 100,000.00				
OFFICE BEARERS	\$ 20,000,000.00				
VOLUNTARY WORKERS	\$ 200,000/2,000				
GOVT AUDIT COSTS	\$ 25,000.00				
LEGAL EXPENSES	\$ 50,000.00				
APPEAL EXPENSES	\$ 100,000.00				
COMMON CONTENTS	\$ 2,242.00				
COMMUNITY PROPERTY	\$ 242,400.00				
COMMUNITY INCOME	\$ 36,360.00				

7. **Additional Insurances** **Resolved** that the Community Association delegate authority to the Association Committee to extend the insurances at the next renewal subject to the insurance brokers' advice.
8. **Reports on Commissions** **Resolved** that the Community Association consider the report from the Managing Agent as to whether, and what commissions or training services have been provided to or paid for the agent (other than the Community Association) in connection with the exercise by the agent of functions for the scheme during the preceding 12 months and particulars of any such commission or training services and estimates of any such commissions or training services that the agent believes are likely to be provided to or paid for the agent in the following 12 months.
9. **Valuation** **Resolved** that in accordance with section 150 of the Act, the Association property be revalued for insurance purposes noting the last valuation being undertaken on 25 October 2018 and the next valuation being due prior to this year's renewal.
10. **Association Committee** **Resolved** that the Community Association elect a new Association Committee as follows:

- (a) Called for written and oral nominations for members of the Association Committee;

Nominee	Nominee's Lot	Nominated By Lot	Method of Nomination
Allen Morris	7	7	Written
Michael McIntosh	36	36	Written
Lyndesay Neale	30	30	Written
Suzanne Henderson	18	18	Written

- (b) **Noted** that the nominees did not disclose any connections with the original owner or building manager for the scheme;
- (c) Resolved ; and
- (d) The Association Committee was elected as follows:

Nominee	Nominee's Lot
Allen Morris	7
Michael McIntosh	36
Lyndesay Neale	30
Suzanne Henderson	18

11. **Restricted Matters** **Resolved** that the Community Association to not place any further restrictions on the Association Committee.

12. Overdue Levy Contributions (Debt Collection)

**Resolved** that pursuant to section 91 of the Act for the purpose of collecting levy contributions, the Community Association authorises the Association Committee and/or Managing Agent to do any one or more of the following:

- (a) issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs (1<sup>st</sup> reminder at 30-days, 2<sup>nd</sup> reminder 60-days, 3<sup>rd</sup> reminder 90-days, 115 days in arrears as (b) below);
- (b) engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of lawyers and/or experts on behalf of The Community Association – Deposited No 270427;
- (c) commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- (d) enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;
- (e) filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- (f) liaise, instruct and prepare all matters with the Community Association’s debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

13. Payment Plans for Overdue Levy Contributions

**Resolved** that pursuant to section 90(5) of the Act, the Community Association delegate authority to the Association Committee or the Managing Agent to enter into payment plans generally with owners involving the recovery of unpaid levies, interest and recovery costs. Payment plans are limited to 12 months and must incorporate the payment of any future reoccurring levy. A payment plan to provide the following:

- (a) the schedule of payments for the amounts owing and the period for which the plan applies;
- (b) the manner in which the payments are to be made; and
- (c) contact details for a member of the Association Committee or a Managing Agent who is to be responsible for any matters arising in relation to the payment plan.

14. Other Means of Voting

**Resolved** that the Community Association resolve to adopt the following alternate means of voting (not being elections) at meetings of the Community Association and/or meetings of the Association Committee:

- (a) Voting by means of teleconference while participating in a meeting from a remote location;
- (b) Voting by means of video-conferencing while participating in a meeting from a remote location;
- (c) Voting by means of email while participating in a meeting from a remote location;
- (d) Voting by means of other electronic means while participating in a meeting from a remote location; or
- (e) Voting by means of other electronic means before the meeting.

15. Community  
Management  
Statement  
Review

That the Community Association **SPECIALLY RESOLVED AS AMENDED** that pursuant to section 131(1) of the *Community Land Management Act 2021* to:

16.

- (a) amend Part 1 of the Community Management Statement under the heading: **“By-Laws Fixing Details of Development”** in the following terms:
  - a. delete: “These By-Laws relate to the control and preservation of the essence or theme of the community scheme and as such may only be amended or revoked by a unanimous resolution of the Community Association (See Section 17(2) Management Act).”;
  - b. insert the following new words: “These By-Laws relate to the management, administration, control, use or enjoyment of lots in an Association scheme or the Association property and to the control or preservation of the essence or theme of the community scheme. (see section 128 *Community Land Management Act 2021*).”
- (b) amend By-Law 1 (Landscaping & Building Guidelines for the Scheme) of the Community Management Statement in the following terms:
  - a. By-Laws 1.1.3, 1.5.1 and 1.5.2(d) - delete “unanimous” and insert “special”.
  - b. By-Law 1.11 – insert the following new paragraph at the end of the By-Law: “A proprietor or occupier of a Lot may erect an “Open for Inspection” signage board on a Lot, or on that part of the Community Property that is directly adjacent to the Lot for the purpose of advertising their Lot as open for inspection for sale or for lease but only for the duration of the inspection, which must not exceed more than one (1) hour in any 24 hour period.”.
  - c. By-Law 1.12(g)(ii) delete “1989” and insert “2021”.
  - d. Repeal By-Law 1.13.
- (c) amend Part 2 of the Community Management Statement under the heading: **“Restricted Community Property”** by deleting “These By-Laws may not be amended during the initial period and may only be amended after the expiry of the initial period by special resolution and with the written consent of each person entitled by the By-Law to use the restricted Association Property (See Section 54 Management Act).” and inserting the following new wording: “These By-Laws may only be amended after the expiry of the initial period by a special resolution and with the written consent of each person entitled by the by-law to use the restricted property (see section 135 *Community Land Management Act 2021*).”
- (d) amend By-Law 2 (No Restricted Property) of the Community Management Statement by deleting “54” and inserting “134”.
- (e) amend By-Law 3.2 of By-law 3 (Open Access Ways or Private Access Way) of the Community Management Statement to read as follows (with the words in underlined inserted): “No part of the Community Property is designated as a private access way.”.
- (f) amend By-law 5 (Internal Fencing) of the Community Management Statement in the following terms:
  - a. By-Law 5.1 – delete “117” and insert “229”;
  - b. By-Law 5.2 – delete “117” and insert “229”.
  - c. By-Law 5.2 – delete “lot” and insert “Lot”.

- (g) amend By-law 6.5(e)(vi) (Prohibition on the Dumping of Rubbish) of the Community Management Statement in the following terms:
  - a. Delete “20A” and insert “90”;
  - b. Delete “Community Land Management Act 1989” and insert “Management Act”.
  
- (h) amend By-law 7 (Services) of the Community Management Statement in the following terms:
  - a. Repeal By-Law 7.1;
  - b. Renumber existing By-Law 7.2 to become By-Law 7.1;
  - c. Renumber existing By-Law 7.3 to become By-Law 7.2;
  - d. Renumber existing By-Law 7.4 to become By-Law 7.3; and
  - e. Renumber existing By-Law 7.5 to become By-Law 7.4.
  
- (i) amend By-law 8 (Insurance) of the Community Management Statement in the following terms:
  - a. By-Law 8.1 - delete the existing wording and insert the following new wording: “The Community Association must obtain and maintain all insurances which it is required to obtain and maintain from time to time under and in compliance with each of the Development Act and Management Act (including under Part 9) or any other Act. A form of motion to consider the taking out of insurance of the kind referred to in section 148 of the Management Act (if not already taken out) and the particulars of each insurance policy taken out by the Community Association must be included in, or accompany, each notice of annual general meeting.”.
  - b. By-Law 8.2 - delete the existing wording and insert the following new wording: “The Community Association may obtain and maintain insurance pursuant to section 153 of the Management Act. The Community Association must obtain and maintain any additional insurance in respect of any liabilities assumed in accordance with these by-laws or under any other instrument which places the burden of doing so, or any agreement entered into by the Community Association, and the Community Association may obtain and maintain such other additional insurances which it considers necessary in the interests of proprietors or occupiers.”.
  - c. By-Law 8.3 – insert a new (c) as follows: “A proprietor must pay to or reimburse the Community Association any increased insurance premium payable by the Community Association in relation to the use, or a change in use of the proprietor’s lot, and, pursuant to section 87(1) of the Management Act, the proprietor consents to the Community Association increasing so much of a contribution payable by the proprietor to the Community Association as is attributable to insurance premiums for the Community Scheme, to reflect the amount of the increased insurance premium, which contribution is recoverable from the proprietor under the Management Act.”.



- (j) amend By-law 9 (Association Committee) of the Community Management Statement in the following terms:
- a. Delete the heading: "Association Committee" and insert a new heading: "Meetings and Association Committee".
  - b. By-Law 9.1:
    - (a) delete the heading: "The Association Committee" and insert the heading "Meetings".
    - (b) delete the existing wording and insert the following new wording:

"Meetings of the Community Association must be convened and conducted in accordance with Part 2 Division 2 of and Schedule 1 to the Management Act. Meetings of the Association Committee will be convened and conducted in accordance with Part 3 Division 3 of and Schedule 2 to the Management Act."
  - c. By-Law 9.2:
    - (a) delete the heading: "Notice of Association Committee Meetings" and insert the heading "Association Committee".
    - (b) delete the existing wording and insert the following new wording:

"The Association Committee and the office holders of the Community Association are constituted in accordance with Part 3 Divisions 1 and 4 of to the Management Act. The functions of the Association Committee and office holders of the Community Association are set out in Part 3 Divisions 2 and 4 of the Management Act."
  - d. Repeal By-Laws 9.3 to 9.11 inclusive.
- (k) amend By-law 10 (Rules and Regulations) of the Community Management Statement in the following terms:
- a. Delete the existing heading "Rules and Regulations" and insert the following new heading: "Breach of Management Statement".
  - b. Repeal By-Laws 10.1 and 10.2.
  - c. Renumber By-Laws 10.3 to 10.11 inclusive to become By-Laws 10.1 to 10.9 inclusive.
  - d. Amend newly renumbered By-Law 10.1 (Proprietors or Occupiers Shall Observe) by deleting the existing wording and inserting the following new wording:

"Each proprietor or occupier must at all times observe and comply with the By-Laws contained in this Management Statement and shall not do, permit or suffer to be done anything contrary thereto. A failure by a proprietor or occupier to observe and comply with the By-Laws contained in this Management Statement shall constitute a breach by that proprietor or occupier of this By-Law 10. A proprietor or occupier shall be responsible for ensuring that the By-Laws contained in this Management Statement are continuously observed and complied with by all of that proprietor's or occupier's invitees. A failure by any such invitee to observe and comply with the By-Laws contained in this Management Statement shall constitute a breach of this By-Law 10 by the proprietor or occupier."

- e. Amend newly renumbered By-Law 10.2 (Community Association to Give Notice) by deleting the existing wording and inserting the following new wording:  
 “In the event of a breach by a proprietor or occupier of a By-Law contained in this Management Statement, the Community Association may, in addition to exercising any rights available under the Management Act, including section 137 of the Management Act, (except in the case of a breach requiring the Community Association to act immediately to prevent damage to property or injury to person) serve a notice upon such proprietor or occupier specifying the By-Law(s) which the proprietor or occupier has breached and the works to be carried out and/or the matters to be attended to by the proprietor or occupier and the time within which such works must be carried out or matters attended to so that the proprietor or occupier shall no longer be in breach of the said By-Law(s). In the event that such breach by any proprietor or occupier has resulted in damage to any part of the Association property such notice shall specify the damage to be repaired by the proprietor or occupier and the period of time within which such repairs shall be completed.”.
- f. Amend newly renumbered By-Law 10.3 (Failure to Comply with Notice) by deleting the existing wording and inserting the following new wording:  
 “Where the proprietor or occupier fails to comply with the notice served upon the proprietor or occupier by the Community Association under By-Law 10.2 (or any notice issued by the Community Association under section 137 of the Management Act), and continues to breach a By-Law(s) then the Community Association may, as soon as practicable thereafter, where appropriate:-
- (a) in the case of a failure to comply with a notice issued under section 137 of the Management Act, apply to the Civil and Administrative Tribunal of NSW for an order under section 138 of the Management Act;
  - (b) where applicable and without prejudice to any other rights, the Community Association may enter upon the Lot to inspect and to carry out any reasonable work to rectify the breach of the By-Law(s); and
  - (c) where damage has been caused to Association Property, apply to the Civil and Administrative Tribunal of NSW for an order under section 123 of the Management Act.”.
- g. Amend newly renumbered By-Law 10.4(a) (Power of Entry of Community Association and Randwick City Council) by deleting “60” and inserting “119”.
- h. Amend newly renumbered By-Law 10.4(b) (Power of Entry of Community Association and Randwick City Council) by deleting “Stormwater Harvesting Storage and Irrigation System and Infrastructure” and inserting “System”.
- i. Amend newly renumbered By-Law 10.6 (Community Association Not to be Liable) by deleting the words: “or of any of the rules and regulations contained in the Rules and Regulations in accordance with this By-Law 10”.
- j. Amend newly renumbered By-Law 10.7 (Proprietor or Occupier to Comply at Own Expense) by deleting the words: “and the Rules and Regulations” and “or Rules and Regulations”.

(l) amend By-law 11 (Behaviour) of the Community Management Statement in

the following terms:

- a. By-Law 11.2 - delete existing wording and insert the following new wording: "The proprietor or occupier of a Lot must not create any noise which contravenes the laws governing noise pollution or behave in a manner which interferes or may interfere with the peaceful use and enjoyment of the proprietor or occupier of another Lot or any person lawfully using Association Property or Common Property, or otherwise act in a manner that is in contravention of sections 143 and/or 144 of the Management Act, nor shall they allow any invitee to create any similar noise or behave in a manner which interferes or may interfere with the peaceful use and enjoyment of the Association Property or Common Property by any proprietor or occupier, or to otherwise act in a manner that is in contravention of sections 143 and 144 of the Management Act."
  
- b. By-Law 11.4 – delete existing wording and insert the following new wording:  
"In order to protect the community property from being damaged, a proprietor or occupier of a Lot must not, without the prior written approval of the Community Association, drive or park a heavy vehicle (including but not limited to boats, jet skis, mobile homes, caravans, trailers, campers, buses and trucks or similar vehicles, ), or use or store any construction equipment such as cranes or cherry pickers on any part of the community scheme that can be visible from a public place. A proprietor or occupier may keep a boat, jet ski, mobile home, caravan, trailer, camper or similar vehicle or equipment not exceeding 3 metres in width, 6 metres in length and 2.4 metres in height stored within their Lot in an enclosure located behind the Lot residence or garage provided that it is fully contained within the Lot and is not visible from outside the Lot. The colour, materials and design of the enclosure must be consistent with the Lot and must be approved by the Community Association under By-Law 1 (Landscaping & Building Guidelines For The Scheme).

Delivery trucks and tradespersons' vehicles are exempt from this By-law if their vehicles are parked for periods of not more than 12 hours at a time, and for the purpose of delivery or for carrying out a service for an owner or resident"

- c. By-Law 11.6 - delete existing wording and insert the following new wording: "The proprietor or occupier of a Lot must not obstruct the peaceful use and enjoyment of Association Property or Common Property by another person or persons permitted to use the Association Property or Common Property and must not act in a manner that is in contravention of sections 143 and/or 144 of the Management Act."

(m) amend By-law 12 (Neighbourhood Property and Community Property) of the Community Management Statement in the following terms:

- a. Amend the heading of the By-Law by deleting "Neighbourhood" and inserting "Association".
- b. By-Law 12.1:
  - (a) Amend the heading to read: "Use".
  - (b) Delete the existing wording and insert the following new wording:

“The proprietor or occupier of a Lot must:

- (a) not except with the approval of the Community Association or the relevant Subsidiary Body, leave anything on or obstruct the use of Association Property or Common Property; or
- (b) not except with the approval of the Community Association or the relevant Subsidiary Body or pursuant to By-Laws in force in the Community Parcel, use for their own purposes any part of Association Property or Common Property, including but without limitation for their own purposes as a garden;

The proprietor or occupier of a Lot must comply with sections 143 and 144 of the Management Act at all times.”

c. By-Law 12.2:

- (a) Amend heading to read: “Damage”.
- (b) Delete “Neighbourhood” twice occurring and insert: “Association”.

d. By-Law 12.3:

- (a) Delete the existing wording and insert the following new wording:

“The proprietor or occupier of a Lot must give notice to the Community Association and/or Subsidiary Body of any damage of or defect in Association Property or Common Property as soon as that proprietor or occupier becomes aware of it.”

(n) amend By-law 14 (Rights to Enter Contracts) of the Community Management Statement in the following terms:

- a. By-law 14.1 - Insert at the end of By-Law 14.1 the following new paragraph: “The Community Association may appoint a Managing Agent in accordance with section 53 of the Management Act and/or a facilities manager in accordance with section 71 of the Management Act.”
- b. By-Law 14.3 – Delete “The” and insert “Subject to complying with the Management Act, the”.
- c. By-Law 14.4 - Delete the existing wording and insert the following new wording:  
“The Community Association may enter into an agreement pursuant to section 121 of the Management Act with the proprietor or occupier of a Lot to provide amenities or services to the Lot or to the proprietor or occupier on terms to be agreed between the Community Association and the proprietor or occupier.”

(o) repeal By-law 16 (Community Property) of the Community Management Statement.

(p) amend By-law 17 (Control of Lessees/Licences) of the Community Management Statement in the following terms:

- a. Renumber the By-law to become By-Law 16.
- b. Amend newly renumbered By-law 16 to delete the existing wording and insert the following new wording:

“Subject to section 133(4) of the Management Act, a proprietor whose lot in whole or in part is the subject of a lease, sublease, or licence agreement must:-

- (a) provide the lessee, sublessee or licensee with a copy of this Management Statement and any Neighbourhood Management Statement or strata scheme By-Laws in force for the Subsidiary Body (if applicable) and any strata management statement within the meaning of the *Strata Schemes Development Act 2015*, along with any changes that may be made to such documents within 14 days after the changes takes effect;
- (b) require the lessee, sublessee or licensee to perform and observe the obligations on the part of the proprietor under the applicable By-Laws and to otherwise comply with this Management Statement and any other documents referred to in (a) above; and
- (c) take all reasonable steps including, without limitation, any action available to him/her under the lease, sublease or licence agreement to ensure that the lessee, sublessee or licensee of the Lot and any person on the Association Property, Neighbourhood Property or Common Property with the consent (express or implied) of the lessee, sublessee or licensee complies with the By-Law, this Management Statement and any other documents referred to in (a) above.”
- (d) repeal By-law 18 (Keeping an Animal) of the Community Management Statement by renumbering the By-Law to become By-Law 17 and by deleting the existing wording and inserting the following new wording:

#### “PREAMBLE

- 1.1 This by-law is made pursuant to Division 2 of Part 7 of the Management Act.
- 1.2 The purpose of this by-law is to regulate the keeping of Animals in the Community Scheme.

#### PART 2

#### DEFINITIONS & INTERPRETATION

##### Definitions

- 2.1 The definitions contained in By-Law 18.1 of By-Law 18 (Interpretation and Definitions, And Empowering By-Laws) of the Community Management Statement apply and, unless the context otherwise requires or permits:
  - (a) **Animal** means a cat, dog, bird, fish in a secure, watertight aquarium and other small, non-venomous animals typically kept as pets in residential buildings (for example, guinea pigs and rabbits) or other animal(s) as approved from time to time at a general meeting on a case by case basis.
  - (b) **Assistance Animal** has the same meaning as in section 9 of the *Disability Discrimination Act 1992* (Cth) being a dog or other animal:
    - (i) accredited under a law of a State or Territory that provides for the accreditation of animals trained to assist a person with a disability to alleviate the effect of the disability; or
    - (ii) accredited by an animal training organisation prescribed by the regulations to the *Disability Discrimination Act 1992* (Cth); or
    - (iii) trained:
      - (A) to assist a person with a disability to alleviate the effect of the disability; and

- (B) to meet standards of hygiene and behaviour that are appropriate for an animal in a public place.
- (c) **Occupier** means a person in lawful occupation of a Lot.
- (d) **Owner** means the owner of a Lot.
- (e) **Prohibited Animal** means:
  - (i) an animal prohibited by law to be kept in a Lot and/or kept by an Owner or Occupier including a dangerous dog within the meaning of the *Companion Animals Act 1998*;
  - (ii) snakes, spiders, scorpions, ants, or other venomous creatures that may pose a safety risk to other Owners and Occupiers or their invitees; and
  - (iii) any animal requiring a permit to be kept in, or which cannot otherwise be securely contained within, a Lot.
- (f) **Strata Act** means the *Strata Schemes Management Act 2015*.

### Interpretation

- 2.2 By-Law 18.3 of By-Law 18 (Interpretation and Definitions, And Empowering By-Laws) of the Community Management Statement applies to the interpretation of this by-law.

### PART 3

#### GRANT OF RIGHT

- 3.1 Subject to Part 4 of this by-law, the Community Association shall have additional powers and functions to regulate the keeping of Animals in the Community Scheme, as set out in this by-law.

### PART 4

#### CONDITIONS

- 4.1 An Owner or Occupier must not keep a Prohibited Animal in a Lot or on any part of the Community Scheme at any time.
- 4.2 An Owner or Occupier may keep an Animal or an Assistance Animal in a Lot or on any subject to complying with this by-law.
- 4.3 An Occupier must not keep an Animal in a Lot without the prior written approval of the Owner of the Lot.
- 4.4 The Community Association or the relevant Subsidiary Body may determine (acting reasonably and having regard to matters such as the layout of the Community Scheme and, where applicable, the relevant Subsidiary Property, the size and total number of Lots and the amenities available in the Community Scheme and, where applicable, the relevant Subsidiary Property) that, in order to ensure the efficient operation and management of the Community Scheme and, where applicable, the relevant Subsidiary Body and to prevent an Animal from adversely affecting the use and enjoyment by other Owners or Occupiers of their Lots or any part of the Association Property or any Common Property:

- (a) only certain breeds, sizes or numbers of Animals may be kept in a Lot;

Any such determination of the Community Association or the relevant Subsidiary Body must be notified to Owners and Occupiers in writing and has effect as a direction given by the Community Association or the relevant Subsidiary Body to all Owners and Occupiers under this by-law.

- 4.5 Each Subsidiary Body must, if requested to do so by the Community Association, provide a schedule of Animals being kept in Housing Lots (excluding a Community Development Lot), in a form approved by the Community Association, within 21 days of receipt of a written request from the Community Association to provide that schedule.
- 4.6 Where an Owner or Occupier keeps an Assistance Animal, that Owner or Occupier must, within 21 days of receiving a written request from the Community Association or the relevant Subsidiary Body, produce evidence to

the Community Association or the relevant Subsidiary Body that the animal is an Assistance Animal.

- 4.7 If an Owner or Occupier is given written approval to keep an Animal in their Lot, or keeps an Assistance Animal in their Lot, that Owner or Occupier:
- (a) must supervise and keep the Animal in compliance with the *Companion Animals Act 1998* and any other applicable legislation;
  - (b) must keep the Animal within the boundaries of their Lot;
  - (c) must prevent the Animal or the Assistance Animal from roaming freely on the Association Property or Common Property, by carrying it in a cage or (in the case of a dog) ensuring that the dog is carried or kept on a leash when it is on the Association Property or Common Property;
  - (d) in order to prevent the Animal from adversely affecting the use and enjoyment by other Owners or Occupiers of their Lots or any part of the Association Property or any Common Property (including, for example, in the case of a dog, barking or defecating on any part of the Association Property or any Common Property), must ensure that their Animal:
    - (i) in relation to a Strata Scheme, is only temporarily taken onto the Common Property for the purpose of travelling from their Lot to exit the building situated on the Strata Scheme and then returning to their Lot;
    - (ii) (and any Assistance Animal) does not urinate and/or defecate in or on any part of the Association Property or on any Common Property including without limitation any garden areas;
    - (iii) is not, except with the prior written approval of the Community Association or the relevant Subsidiary Body, taken onto any other part of the Association Property or Common Property that could cause a health, safety or security risk or other hazard of any kind, or that could otherwise adversely affect the use and enjoyment by other Owners or Occupiers of that part of the Association Property or Common Property;
  - (e) must (where the Animal or the Assistance Animal is a dog or a cat) ensure that the Animal is desexed and is appropriately identified (for example, by way of a microchip, tattoo or similar) prior to being kept in the Lot;
  - (f) is liable for any soiling of, or damage to, a Lot or any part of the Association Property or Common Property arising out of the keeping of the Animal or the Assistance Animal;
  - (g) must promptly clean or repair all areas of the Lot, any other Lot and/or any part of the Association Property or Common Property that are soiled or damaged by the Animal or the Assistance Animal to the reasonable satisfaction of the Community Association or relevant Subsidiary Body, including by making use of, where applicable, a soiling bag which must be properly and hygienically disposed of in a manner that prevents the emission of odour;
  - (h) must ensure that the Animal's or the Assistance Animal's waste is not disposed of through any Association Property or Common Property sewerage or drainage systems and must accept full liability for and indemnify the Community Association and the relevant Subsidiary Body against all costs associated with rectifying any blockage and/or damage to the sewer or waste pipes caused by the disposal of the waste;
  - (i) must ensure that food, litter and other waste relating to the Animal or the Assistance Animal is disposed of in a receptacle for garbage and is securely packaged to prevent:
    - (i) odours occurring in the receptacles for garbage; and

- (ii) the attraction of vermin or other pests to any part of the community parcel, including but without limitation areas designated for the storage of receptacles for garbage;
  - (j) must ensure that no items of any kind associated with the Animal, including but without limitation any water or food bowl, leash, collar, toy, a cage or the like are kept on any part of the Association Property or Common Property at any time;
  - (k) must not groom or wash the Animal on any part of the Association Property or Common Property;
  - (l) must comply with any directions of, or guidelines as may be published by, the Community Association/Association Committee or the relevant Subsidiary Body/Association Committee/Strata Committee from time to time regarding the keeping of Animals or Assistance Animals on the Association Property or Common Property including any direction made by way of a determination under clause 4.4 of this by-law;
  - (m) must do all things necessary to:
    - (i) ensure that the Animal or the Assistance Animal does not cause or create a nuisance or hazard or unreasonably interfere with another Owner's or Occupier's use and enjoyment of their Lot or the Association Property or Common Property including (in the case of a Strata Scheme) in a manner described in clause 36A of the *Strata Schemes Management Regulation 2016*;
    - (ii) minimise noise created by the Animal or the Assistance Animal which is likely to interfere with the peaceful use and enjoyment of another Lot or any part of the Association Property or Common Property by any other Owner or Occupier;
    - (iii) make good all areas of a Lot, the Association Property or Common Property that are soiled or damaged by the Animal or the Assistance Animal;
  - (n) must at all times comply with this by-law, the Community Management Statement and all of the by-laws for the relevant Subsidiary Body;
  - (o) indemnifies the Community Association and the relevant Subsidiary Body against any legal liability, costs, loss, damage, claim, demand or proceedings arising out of or in connection with the keeping of the Animal or the Assistance Animal including but not limited to injury to any person and/or damage to a Lot or any part of the Association Property or Common Property, or the property of any Owner or Occupier or the Community Association or the relevant Subsidiary Body.
- 4.8 An Owner must ensure the Occupier of their Lot complies with this by-law.
- 4.9 An Owner or Occupier must not:
- (a) allow their invitees to bring any Prohibited Animal onto the community parcel;
  - (b) without the prior written approval of the Community Association or the relevant Subsidiary Body, allow their invitees to bring any Animal onto the community parcel, unless the animal is an Assistance Animal.
- If written approval is provided by the Community Association or the relevant Subsidiary Body for an invitee of an Owner or Occupier to bring an Animal into the Community Scheme or the relevant scheme, an Owner or Occupier must ensure that their invitee complies with this by-law in all respects and is liable to the Community Association or the relevant Subsidiary Body for any non-compliance by their invitee with this by-law.
- 4.10 If the Community Association or the relevant Subsidiary Body reasonably suspects that any Animal whatsoever including any Assistance Animal has an infectious disease, threatens public health, or the health of other Animals in the



Community Scheme, or the safety of other Owners or Occupiers and/or it becomes reasonably necessary to protect against same, the Community Association or the relevant Subsidiary Body can deem the Owner or Occupier to have breached this by-law and exercise all its rights under this by-law and the Management Act or the Strata Act.

**Default**

4.11 Should an Owner or Occupier fail to comply with any obligation under this by-law:

- (a) the Community Association or the relevant Subsidiary Body may request, in writing, that the Owner or Occupier complies with the terms of the by-law and the Owner or Occupier must take all reasonable steps to comply with the Community Association's or the relevant Subsidiary Body's request;
- (b) without prejudice to any other rights, the Community Association or the relevant Subsidiary Body may enter upon the Lot to inspect and to investigate any breach or possible breach of this by-law upon the provision of 48-hours' notice in writing;
- (c) the Community Association or the relevant Subsidiary Body may apply to the Civil and Administrative Tribunal of New South Wales for an order that the Animal be removed from the community parcel/relevant scheme or within a specified time and be kept away from the community parcel/relevant scheme;
- (d) the Owner and Occupier shall, jointly and severally, indemnify the Community Association and the relevant Subsidiary Body against any liability, costs, loss or expense incurred by the Community Association or the relevant Subsidiary Body should the Community Association or the relevant Subsidiary Body be required to carry out any work or take any steps to rectify the Owner's or Occupier's breach of this by-law; and
- (e) the Community Association or the relevant Subsidiary Body may recover from the Owner and Occupier, jointly and severally, as a debt in a forum of competent jurisdiction, all of the Community Association's or the relevant Subsidiary Body's reasonable costs incurred by the Community Association or the relevant Subsidiary Body arising out of or in relation to the Owner's or Occupier's breach of this by-law, including but not limited to interest, Managing Agent's/Strata Managing Agent's fees, expert fees, legal costs and any other expense of the Community Association or the relevant Subsidiary Body reasonably incurred in recovering such debt.
- (f) the Community Association may direct any complaints received in respect of breaches of this By-law to Randwick City Council for their action.

4.12 Clause 4.11 of this by-law does not prevent the Community Association or the relevant Subsidiary Body from exercising any rights under the Management Act or the Strata Act in relation to the Owner's or Occupier's failure to comply with this by-law."

- (q) amend By-law 19 (Interpretation and Definitions, and Empowering By-laws) of the Community Management Statement in the following terms:
  - a. Renumber the By-Law to become By-Law 18.
  - b. Amend newly renumbered By-Law 18.2 as follows:
    - (a) Insert a new definition after "Common Property" and before "Community Development Lot" as follows:  
"Communication Services Easement" means the Easement for (Communication) Services variable width (limited in depth

as regards Lot 13) identified as number 28 in Document 1 of the section 88B instrument registered on the title of the Community Association.”

(b) Definition of “Community Development Lot” - delete the existing wording and insert the following new wording: “has the same meaning as in the Management Act.”

(c) Insert the following definitions after “Community Development Lot” and before “Design Guidelines” as follows:

“Community Scheme” has the same meaning as in the Management Act.”

“Deed of Agreement” means the Deed of Agreement dated 21 February 2018 headed: Deed of Agreement Prince Henry At Little Bay Stormwater Harvesting Storage and Irrigation” entered into between Landcom, Randwick City Council, Crown Land, and the Community Association.”

c. Definition of “Development Act”:

(a) delete “1989” and insert “2021”;

(b) delete “(NSW)”.

d. Definition of “**Management Act**” –

(a) delete “1989” and insert “2021”;

(b) delete “(NSW)”.

e. Insert a new definition of “Receiving Equipment” after “Prescribed Diagram” and before “Restricted Subsidiary Property” as follows:

“Receiving Equipment” has the same meaning as in the Communication Services Easement.”

f. Definition of “Restricted Subsidiary Property”:

(a) Delete “Subsidiary”;

(b) Delete all existing wording;

(c) Insert the following new wording “has the same meaning as in the Management Act.”

g. Insert a new definition of “Service Line” after “Restricted Subsidiary Property” and before “strata corporation” as follows:

“Service Line” has the same meaning as in the Development Act.”

h. Insert a new definition of “Service Provider” after “Service Line” and before “strata corporation” as follows:

“Service Provider” has the same meaning as in the Development Act.”

i. Definition of “Strata Scheme” –

(a) Delete all existing wording;

(b) Insert the following new wording “has the same meaning as in the Development Act.”

(c) Insert a new definition of “System” after “Subsidiary Property” as follows:

“System” has the same meaning as in the Deed of Agreement.”

j. Renumber newly renumbered By-Law 18.3 (Service of Documents) to become 18.4.

k. Insert a new By-Law 18.3 as follows:

### “By-Law 18.3 Interpretation

In this Management Statement, unless the context otherwise requires or permits:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the Management Statement (where not defined in By-Law 18.2) will have the same meaning as those defined in the Management Act or the Development Act;
- (d) a reference to the Community Association includes, where appropriate, the facilities manager, Managing Agent, any member of the Association Committee or any person authorised by the Community Association from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to a proprietor includes that proprietor’s invitee, executors, administrators, successors, permitted assigns or transferees;
- (g) a reference to an occupier includes that occupier’s invitee;
- (h) if any provision or part of a provision of a By-Law in this Management Statement is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from the Management Statement (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of the By-Law and this Management Statement and/or the relevant provision shall remain in full force and effect; and
- l. if any provision or part of a provision of a By-Law in this Management Statement is held or found to be harsh, unconscionable and/or oppressive under section 140 of the Management Act, that provision or part of a provision shall be deemed to be severed from the By-Law and this Management Statement and the Community Association agrees to and accepts the remainder of the By-Law and/or the relevant provision shall remain in full force and effect.”

amend newly renumbered By-Law 18.4 (Service of Documents) as follows:

- (a) 18.4(1) – delete the existing wording and insert the following new wording: “Sections 225, 226 and 227 apply to the service of notices and other documents under the Management Act.”
- (b) Delete By-Law 18.4(2).
- (c) Renumber By-Laws 18.4(3) and 18.4(4) to become By-Laws 18.4(2) and 18.4(3).
- (d) Amend newly renumbered By-Law 18.4(2):
  - 1. Delete “may be” and insert “given or”; and
  - 2. Delete “means” and insert “transmission”.
- (e) Amend newly renumbered By-Law 18.4(3):

1. Delete “means” and insert “transmission”.
2. Delete “(3)” and insert “(2)”.
3. Delete “the Management Act or the by-laws for the service of documents and insert “sections 226 or 227 of the Management Act”.

(R) amend By-law 20 (Heritage Items and Archaeological Elements) of the Community Management Statement by renumbering the By-Law to become By-Law 19.

*Unit of Entitlement In Favour: 42547*

*Unit of Entitlements Against: 0*

*Unit of Entitlements Abstain: 4286*

17. **Next Annual General Meeting** **Resolved** that the date, time and place of the next Annual General Meeting be set on second Tuesday, of June 2023.

## Closure

There being no further business the meeting closed at 7:29pm.