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**AMENDMENT OF
MANAGEMENT STATEMENT**

New South Wales

Section 39

Community Land Development Act 1989



AB594969C

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	Folio of the Register for the Association Property Lot 1 DP 270127	
(B) LODGED BY	Delivery Box	Name, Address or DX and Telephone LEGALCO DX 1484 SYDNEY 9283 5111 Reference (optional): <i>stroke - 270127</i>
		CODE CS
(C) APPLICANT	<u>Community</u> Association	Deposited Plan No. 270127

(D) The applicant certifies that by a special resolution passed on 02 June 2005 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS	Repealed	Added as fully set out below
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(F) TEXT OF ADDED BY-LAW
As per attached annexure marked "A"

TERMS OF INSTRUMENT NOT CHECKED IN
LAND AND PROPERTY NSW

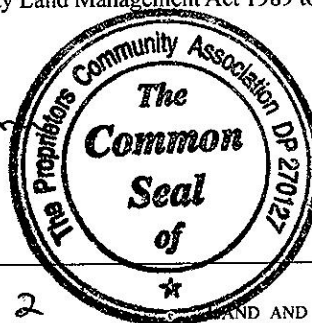
(G) The common seal of the Community association deposited plan 270127 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

[Handwritten Signature]
SEAN BERMINGHAM
29 JUNE 2005



All handwriting must be in block capitals.

Annexure "A"

By adding to Clause 2 of Part 3 MANDATORY MATTERS of the CMS the following sub-clause: -

(F)(i) Community property, including the public access zone, must not be used by any person, corporation, association or other entity for commercial purposes without the prior written approval of the Community Association.

(ii) In granting approval for commercial use of community property, the Community Association may in its absolute discretion impose conditions on such approval including, without limitation, the obligation on the permitted user or users to pay a fee to the Community Association but in every case if use is approved, the user must effect with a reputable insurer, insurance as required by the Community Association in the joint names of the user and the Association.

(iii) The Community Association may in its absolute discretion refuse an application for the commercial use of community property and shall not be obliged to give reasons for its decision.

(iv) The Executive Committee of the Community Association is empowered and authorised to deal with and decide each and every application for commercial use of community property. Any person or other entity aggrieved or affected by a decision of the Executive Committee may refer the matter to a general meeting of the Community Association and the Association, in general meeting, shall consider and decide the matter as though it were a new application and may substitute its decision for that of the Executive Committee.

(v) In this sub-clause, "commercial use" and "commercial purposes" means any activity or thing which involves one or more persons or other entity charging and/or paying a fee, whether in cash or other consideration, for the carrying out of any activity on community property.



