

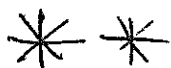
29 residential lots and 1 common lot under Community Title. The applicant is to submit a Neighbourhood Development Contract and Community Management Statement which incorporates all of the statutory requirements of Schedule 2 of the Community Land Development Act, 1989 and is to specifically address the following:

- * * *
- (i) Cats, ferrets and rabbits are not permitted to be kept on the site.
 - (ii) Dogs being restricted to within the building at night and otherwise to be either within a fenced compound or on a lead.
 - (iii) Space management strategies including activity coordination, site cleanliness, rapid repair of vandalism and graffiti, the replacement of burned out pedestrian and car park lighting and the removal or refurbishment of decayed physical elements being put in place and maintained.
 - (iv) Matters relevant under conditions E1 and E3 above, in particular the management and responsibility of the Neighbourhood Association for the water management facilities and access streets.
-

Council or its Waste contractors of the functions referred to in By-law 27.4 except to the extent that such damage or loss is as a result of the negligence of Council or its Waste contractor as the case may be;

- (b) jointly and severally indemnify Council and every person authorised by it and its Waste contractors in respect of all such damage and loss except to the extent that such damage or loss is as a result of the negligence of Council or its Waste contractor as the case may be; and
 - (c) if required by Council, shall as a precondition and prerequisite to Council and its Waste contractor entering upon the subject land, with or without vehicles, for the purpose of the collection and removal of Waste from the subject land and for certain associated and other ancillary purposes, enter into and execute a positive covenant, or enter into such additional or other agreement or arrangement as may be deemed necessary or appropriate by Council, in such form and on such terms as are acceptable to Council, to reflect the terms of this By-Law in terms in a manner satisfactory to Council.
- 27.6** The Owner and Occupier of each Lot and the Community Association must ensure that the access way for collection of Waste is not obstructed in any way by vehicles or any structures which may inhibit the collection of Waste.
- 27.7** Council may, in its absolute discretion, terminate the collection and removal of Waste within the property and direct that collection and removal of Waste be at the kerbside of the nearest public road.
- 27.8** The indemnities given by each registered proprietor in By-law 27.5 apply only to the extent that the event the subject of the indemnity relates to the Owner's or Occupier's own Lot.
- 27.9** For the purposes of this By-law and anything done for the purpose of giving effect to it, the Community Association has the power to enter into an agreement or arrangement with Council for the execution and imposition of a positive covenant in favour of Council as the prescribed authority, as well as the power to enter into any additional or other agreement or arrangement with Council as may be deemed necessary or appropriate by Council, pursuant to which or whereby access onto and over the Community Association land may be granted to Council and its Waste contractor for the collection and removal of Waste and for ancillary functions, and the Community Association shall cooperate with Council in relation to the registration at Land and Property Information NSW of any positive covenant, agreement or arrangement of the kind referred to in this By-law. Any such covenant, agreement or arrangement may extend to releasing and/or indemnifying Council and its Waste contractor from any liability for any damage or loss of the kinds referred to in this Bylaw. As soon as practical after the making by Council of a request of the kind referred to in By-law 27.5(c), the Community Association, as well as the Owner and Occupier of any lot (if so required by Council), must enter into and execute the positive covenant, or enter into such additional or other agreement or arrangement required by Council, as the case may be, in the terms contemplated in By-law 27.5(c).
- 27.10** This By-Law may not be amended or revoked without the formal prior consent of Council.

By-Law 28. Keeping of Animals



- 28.1** Cats, ferrets and rabbits must not be kept on a Lot.
- 28.2** During daylight hours all dogs must be kept within a fenced compound on a Lot or if outside a Lot, on a lead. During non-daylight hours, all dogs must be kept within a building on a Lot.