

Approved Form 9	Strata Management Statement		Sheet 1 of 96 sheets
Registered:		Office Use Only	Office Use Only

Note: This Strata Management Statement has effect as an agreement under seal binding:

- (a) the owners corporation of a strata scheme for part of the building; or*
- (b) an owner, mortgagee in possession or lessee of a lot in a strata scheme for part of the building; or*
- (c) another person in whom is vested the fee simple of a part of the building or site affected by the statement; or*
- (d) the mortgagee in possession or lessee of a part of the building or site referred to in (c).*

(see Section 105, Strata Schemes Development Act 2015).

The provisions of this Strata Management Statement incorporate and are subject to the provisions implied by clause 5, Schedule 4 *Strata Schemes Development Act, 2015*, except to the extent this Strata Management Statement provides otherwise.

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Introduction

- A “Highforest” is a community title scheme comprising a precinct scheme (housing) containing residential dwellings and a second precinct scheme (apartments) containing four residential apartment buildings, which will be regulated by the *Strata Schemes Development Act 2015* and the *Strata Scheme Management Act 2015*.
- B This Strata Management Statement regulates the Members, Owners and Occupiers of the Building in respect of the control, management and maintenance of the components of the Building. It requires the Members to create a Building Management Committee to manage the Shared Facilities and attend to other administrative matters.
- C The Members are the Owners of the different components of the Building.
- D Within the “Highforest” precinct scheme, the Members are the:
- (a) Building A Owner;
 - (b) Building B Owner;
 - (c) Building C; and
 - (d) Building D Owner.
- E The Building may be constructed in stages. The Developer has reserved to itself certain rights to enable it to complete the development (see **Part 6** of this Strata Management Statement).
- F When complete, the Building will have four components, set out and described in the table below:

Component	Description	Member
Building A (Lot 5 in the Precinct Plan)	A residential stratum lot comprising approximately 68 separate residential apartments and associated car parking and storage spaces.	Building A Owner
Building B (Lot 4 in the Precinct Plan)	A residential stratum lot comprising approximately 54 separate residential apartments and associated car parking and storage spaces.	Building B Owner
Building C (Lot 3 in the Precinct Plan)	A residential stratum lot comprising approximately 64 separate residential apartments and associated car parking and storage spaces.	Building C Owner

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Building D (Lot 2 in the Precinct Plan)	A residential strata scheme comprising approximately 63 residential strata apartments and associated car parking and storage spaces.	Building D Owner
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G This Strata Management Statement is divided into nine parts:

Part 1 – Definitions and Interpretation

Part 2 – Members' and Occupiers' obligations

Part 3 – Building Management Committee and Managers

Part 4 – Shared Facilities and Special Areas

Part 5 – Maintenance, Repair and Upgrading

Part 6 – Construction Period

Part 7 – Financial Matters and Insurance

Part 8 – General Disputes and Notices

Part 9 – Building Architectural Code

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Part 1: DEFINITIONS AND INTERPRETATION

1. Definitions and Interpretation

1.1 Statutory Definitions

A word has the meaning given to it in the Act if:

- (a) it is defined in the Act; and
- (b) used but not defined in this Statement.

1.2 Further Definitions

In this Statement:

Act means the Development Act or the Management Act or both as the context requires.

Administration Management Fee means the fee for the Administration Manager under **clause 6** (and payable in the proportions set out in the Shared Facilities Schedule).

Administration Manager means the licensed strata managing agent appointed under **clause 6**.

Application means each application lodged or to be lodged with the relevant Authority for Approvals.

Approvals means all consents, approvals, registrations, certifications, licences, permits or authorities from any Authority with respect to all or part of the Land.

Architectural Landscape and Design Guidelines has the meaning given in the Community Management Statement.

Authorised User means a person on the Lot with the express or implied consent of an Owner or Occupier.

Authority means any government or semi government authority or instrumentality, statutory or judicial authority, including Council.

Building means the improvements erected or intended to be erected on the Land and includes Building A, Building B, Building C and Building D.

Building A means that part of the Building also known as "Eucalypt Building" located on Lot 5 in the Precinct Plan.

Building A Owner means either:

- (a) the registered proprietor of Lot 5 in the Precinct Plan; or
- (b) the Owners Corporation constituted under the Management Act upon registration of a Strata Plan over Lot 5 in the Precinct Plan.

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Building B means that part of the Building also known as "Bluegum Building" located on Lot 4 in the Precinct Plan.

Building B Owner means either:

- (a) the registered proprietor of Lot 4 in the Precinct Plan; or
- (b) the Owners Corporation constituted under the Management Act upon registration of a Strata Plan over Lot 4 in the Precinct Plan.

Building C means that part of the Building known as "Grandis Building" located on Lot 3 in the Precinct Plan.

Building C Owner means either:

- (a) the registered proprietor of Lot 3 in the Precinct Plan; or
- (b) the Owners Corporation constituted under the Management Act upon registration of a Strata Plan over Lot 3 in the Precinct Plan.

Building D means that part of the Building known as "Ironbark Building" located on Lot 2 in the Precinct Plan.

Building D Owner means either:

- (a) the registered proprietor of Lot 2 in the Precinct Plan; or
- (b) the Owners Corporation constituted under the Management Act upon registration of a Strata Plan over Lot 2 in the Precinct Plan.

Building Architectural Code means the subject of **Part 9** of this Statement.

Building Management Committee means the committee required by the Development Act and the subject of **clause 3**.

Building Management Fee means the fee for the Building Manager under **clause 7** (and payable in the proportions set out in the Shared Facilities Schedule).

Building Manager means a person who the Building Management Committee for the time being appoints as Building Manager under **clause 7**.

Building Works means:

- (a) any works which affect the external appearance of a Lot or Strata Scheme;
- (b) changes to the external colour or material of a Lot or Strata Scheme, (including those on the balcony, terrace or courtyard of a Lot);
- (c) the installation of sun blinds, security bars (or other security devices), flyscreens and other fixtures to the external surfaces of a Lot or Strata Scheme;
- (d) the installation of a sign, placard or banner; and

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(e) the erection of any structures in a Lot or Strata Scheme.

Bulky Waste Room means the room for the storage of bulky goods for garbage collection located on basement level 4 of the Building, which is a Shared Facility and the subject of the Loading Dock Easement and **clause 24** of this Statement.

Business Day means a day which is not a Saturday, Sunday or a bank or public holiday in Sydney.

By-law Instrument means each by-law instrument registered with the Strata Plan for a Strata Scheme.

Car Wash Bays means the car wash bays located on basement level 4 and basement level 1 of the Building, which are Shared Facilities and the subject of **clause 14** of this Statement.

CCTV Security System means the CCTV security system and remote monitoring system for the Building which is a Shared Facility and the subject of **clause 16** of this Statement.

Chairperson means the person appointed by the Building Management Committee as chairperson from time to time under **clause 4.1(a)**.

Common Property means the common property created on registration of a Strata Plan.

Community Association means the community association established on registration of the Community Plan.

Community Management Statement means the community management statement registered with the Community Plan.

Community Plan means community plan [insert].

Construction Period means the period starting on the date of registration of this Statement and ending on the later of the date:

- (a) a final occupation certificate issued for the Building A;
- (b) a final occupation certificate issued for the Building B;
- (c) a final occupation certificate issued for the Building C; and
- (d) a final occupation certificate issued for the Building D.

Construction Works means all works which are considered, in the absolute discretion of the Developer, necessary or desirable for the Developer to construct the Building and install Services in and under the Building and on the Lots and complete the Building including:

- (a) building and demolition works;
- (b) installation, augmentation, relocation, connection and temporary disconnection of Services and Shared Facilities;
- (c) placing in the Building anything in connection with (a) and (b) above including temporary signs, structures, building materials, hoarding, fences, cranes and other equipment;

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- (d) if necessary, to make an Application (even if an Approval in respect of the subject matter of that Application has already been granted);
- (e) applying to, varying or appealing an Approval;
- (f) constructing and dedicating those parts of the Land to be Dedicated;
- (g) engaging contractors and consultants to construct the Building and install the Services;
- (h) subdividing (including by strata plan) and consolidating of one or more Stratum Lots; and
- (i) constructing services intended for public use within the Land but outside the Building including but not limited to roads, footpaths and public spaces.

Contractor means a person who provides services to the Building Management Committee who is not the Administration Manager or the Building Manager.

Council means The Hills Shire Council or its successors.

Dedicate includes dedicate or transfer with or without consideration and **Dedicated** has a corresponding meaning.

Defaulting Member has the meaning stated in **clause 36.5**.

Developer means Mirvac Residential (NSW) Development Pty Limited ABN 26 609 513 135 and includes any transferee and assignee.

Development Act means the *Strata Schemes Development Act 2015* (NSW).

Development Consent means the approval by Council of the development application DA-861-2022-JP and any variation, modification or replacement of them from time to time.

Easement to Access Shared Facilities means the Easement to Access Shared Facilities (Whole of Lot) numbered 4 on the Precinct Plan.

Easements means the easements, restrictions on use and positive covenants which benefit or burden the Land from time to time.

Electric Vehicle Charging Station means the smart electric vehicle charging station which charges electric vehicles, including the lead-in cabling, load managing systems and other infrastructure connected to the charger.

EV Operator means the operator of the Electric Vehicle Charging Stations which will be **[INSERT]** ACN **[INSERT]** or another operator appointed by the Building Management Committee from time to time.

Embedded Network means an embedded network that enables the supply of the Embedded Services to the Building, which is a Shared Facility and the subject of **clause 30** of this Statement.

Embedded Network Infrastructure Owner means the owner of the infrastructure related to the Embedded Energy Network.

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Embedded Network Operator means the operator of the Embedded Network which be **[INSERT]** ACN **[INSERT]** or another operator.

Embedded Network Parties means the Embedded Network Infrastructure Owner, the Embedded Network Operator, an associate of **[INSERT]**, and/or a third party.

Embedded Services includes hot water and any other services associated with an Embedded Network.

Emergency Repairs means any repairs that require immediate rectification due to the nature of the fault and the impact on the operation, use, or enjoyment of the Building (or any part) or the work health and safety of any Occupiers or visitors to the Building.

Expert means a person appointed under **clause 40.2(b)**.

Facade Cleaning and Maintenance Plan means a plan made by the Building Management Committee in accordance with **clause 31.5(a)** for the cleaning and maintenance of the facade of the Building.

Garbage Rooms means the garbage rooms located in the basement of each of the Residential Lots.

Insurance means the insurances taken out by the Building Management Committee under **clause 38.1**.

Land means the land contained in Lot 6 in the Community Plan.

Law includes:

- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (b) a requirement, notice, order or direction received from or given by a statutory, public or other competent Authority.

Loading Dock means the shared loading dock located on basement level 4 of the Building, which is a Shared Facility and the subject of the Loading Dock Easement and **clause 15** of this Statement.

Loading Dock Easement means the Easement to Access and Use Loading Dock & Associated Facilities Variable Width (Limited in Stratum) numbered 6 in the Precinct Plan.

Loading Dock Management Plan means the loading dock management plan for the use of the Loading Dock and the subject of **clause 15** of this Statement.

Lot means a Stratum Lot or a lot in a Strata Plan within the Building.

LRS means New South Wales Land Registry Services or its successor.

Majority Resolution means a resolution which is passed at a meeting of the Building Management Committee by at least 75% of those present and entitled to vote at the meeting.

Maintenance Manual has the meaning given to that term in **clause 31.6(a)**.

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Management Act means the *Strata Schemes Management Act 2015* (NSW).

Members means those persons described in **clause 3.2**.

Membrane means those parts of the Building that have waterproofing membrane applied to them.

Motorbike Parking Spaces means those spaces allocated for the parking of motorcycles, located throughout the basement in the Building and the subject of **clause 27** of this Statement.

Occupier means a person in lawful occupation of a Lot.

Officer means a Secretary, Chairperson and/or Treasurer of the Building Management Committee or other officer as determined by the Building Management Committee under **clause 4.1(b)**.

Owner means the registered proprietor of a Stratum Lot or a Strata Lot within the Building.

Owners Corporation means the owners corporation constituted upon registration of a Strata Plan.

Party means a party bound by this Statement as stated in **clause 2.2**.

Plan of Management means the plan of management for the use of the Resident Lounge as agreed between the Developer and Council and provided to the Building Management Committee.

Plant means all pipes, connections, junctions, pumps, filters, fans, ducts, coils, mechanical, electrical, hydraulic and fire equipment and ancillary plant and equipment located in the Plant Areas and in the Building.

Plant Areas means those areas of the Building designated for Plant.

Precinct Association means the precinct association established on registration of the Precinct Plan.

Precinct Management Statement means the precinct management statement registered with the Precinct Plan.

Precinct Plan means deposited plan **[INSERT]**.

Proxy Form means a form in or to the effect of the form in **schedule 3**.

Representative means a representative of a Member appointed under **clause 3.3** from time to time.

Resident Lounge mean the space located on the ground floor of the Building B that contains residential amenities including a shared lobby space, kitchen, private dining space, meeting room, work from home spaces, outdoor terrace and associated plant and equipment, which is a Shared Facility and the subject of **clause 21** of this Statement.

Visitor Bicycle Parking Areas means the areas for bicycle parking located at the entrance to the basement within Building D and the subject of **clause 28 0** of this Statement.

Residential Visitor Car Spaces means those car spaces located on basement level 4 and on basement level 1 of the Building, which are designated as visitor car spaces for visitors to the Building and are the subject of **clause 25** of this Statement.

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Resolution means a Majority Resolution or Unanimous Resolution, as the context provides.

Secretary means the person appointed by the Building Management Committee as Secretary from time to time under **clause 4.1(a)**.

Service means:

- (a) the supply of water, electricity, artificially heated or cooled air or heating oil;
- (b) the provision of sewerage and drainage;
- (c) transmission by telephone, radio, television, satellite or other means;
- (d) the provision of security systems; and
- (e) any other facility, supply or transmission required to service the Building.

Service Vehicle Parking Spaces means the areas for parking of Service vehicles located on basement level 4 of the Building, which are a Shared Facility and the subject of **clause 26** of this Statement.

Shared Costs means the following expenses:

- (a) in relation to a Shared Facility:
 - (i) repair, maintenance, cleaning and operating costs (including energy and water usage);
 - (ii) renewal or replacement costs; and
 - (iii) any amount payable to a Contractor under any maintenance agreement;
- (b) costs of Insurance;
- (c) the fees and administrative costs in relation to this Statement, the Building Management Committee, Administration Manager and the Building Manager; and
- (d) any amount determined by Resolution to be Shared Costs.

Shared Facilities means:

- (a) the services, facilities, machinery and equipment referred to in the Shared Facilities Schedule (as may be amended or varied in accordance with this Statement);
- (b) any areas, alterations, additions or replacement of those items;
- (c) any pipes, conduits, wires, cables and ducts connected to or forming part of
- (d) these items but not those parts exclusively serving a Member's Lot or Common Property;
- (e) any items necessary to operate or service the facilities, such as cleaning equipment and materials;
- (f) any area in which the Shared Facilities are located; and
- (g) any services, facilities, machinery, Plant and equipment which the Building Management Committee determines by Resolution are Shared Facilities.

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Shared Facilities Plan means the plan of Shared Facilities attached to this Statement at **Schedule 2**.

Shared Facilities Schedule means the schedule of Shared Facilities attached to this Statement in **Schedule 1**.

Solar Panels means the solar panels located on the rooftop of the Building, which are a Shared Facility and the subject of **clause 18** of this Statement.

Statement means this Strata Management Statement.

Stormwater Detention System means the onsite stormwater detention system and rainwater tank and filtration facilities including all proprietary treatment systems and ancillary infrastructure located in the Building which is a Shared Facility and the subject of **clause 29** of this Statement.

Strata Lot means a lot within a Strata Scheme.

Strata Plan means a strata plan under the Act.

Strata Scheme means a strata scheme created on registration of a Strata Plan.

Stratum Lot means:

- (a) a lot in the Precinct Plan which has not been subdivided by a Strata Plan; or
- (b) a stratum lot created on registration of a further stratum plan subdividing a Lot.

Stratum Lot Owner means the registered proprietor of a Stratum Lot.

Substitute Representative means a person appointed by a Member to represent them for the purpose of this Statement as a substitute for their Representative.

Treasurer means the person appointed by the Building Management Committee from time to time as Treasurer under **clause 4.1(a)**.

Tribunal means the NSW Civil and Administrative Tribunal established by the *Civil and Administrative Tribunal Act 2013* (NSW).

Unanimous Resolution means a resolution which is passed at a meeting of the Building Management Committee against which no vote is cast.

Waste Holding Room means the waste holding area located on basement level 4 of the Building, which is a Shared Facility and the subject of the Loading Dock Easement and **clause 22** of this Statement.

Year means any of the following (as the context requires):

- (a) Year 1; and
- (b) a successive 12 month period commencing on the day after the end of Year 1.

Year 1 means the period commencing on the date of registration of this Statement and ending on the Year End which may not be a period of 12 months.

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Year End means the year end for accounting purposes determined by the Building Management Committee in accordance with **clause 36.3**.

1.3 Interpretation

Unless expressed to the contrary, in this Statement:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it; and
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority;
 - (vi) a right includes a benefit, remedy, discretion or power;
 - (vii) time is to local time in Sydney;
 - (viii) "\$" or "dollars" is a reference to Australian currency;
 - (ix) this or any other document includes this Statement as novated, varied or replaced and despite any change in the identity of the parties;
 - (x) writing includes:
 - (A) any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions; and
 - (B) words created or stored in any electronic medium and retrievable in perceivable form;
 - (xi) this Statement includes all schedules and annexures to it; and

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- (xii) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this Statement.

1.4 Parties Bound Jointly and Individually

A covenant, representation, warranty or an agreement between more than one person binds them jointly and severally.

1.5 Shared Costs binding on successor in title

The parties acknowledge and agree that following any sale, transfer or other dealing with a Lot any unpaid Shared Cost which is due and payable by a Member including interest under **clause 36.6** will remain binding on the Member selling, transferring or otherwise dealing with a Lot and will also be binding upon the Member's successors in title.

1.6 Headings

Headings do not affect the interpretation of this Statement.

1.7 Business Day

- (a) If anything is required to be done under this Statement on a day which is not a Business Day then it must be done on the next Business Day.
- (b) If an event occurs on a day which is not a Business Day, or occurs later than 5.00 pm local time at the place that the event occurs the event is deemed to have occurred on the next Business Day in the place that the event occurs.
- (c) A reference to a day is a reference to a time period which begins at midnight and ends 24 hours later.
- (d) A reference to a period of time unless specifically written otherwise, excludes the first day of that period.

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Part 2: MEMBERS' AND OCCUPIERS' OBLIGATIONS

2. Parties Bound and General Obligations

2.1 Members

- (a) The Building has four components, being:
- (i) Building A;
 - (ii) Building B;
 - (iii) Building C; and
 - (iv) Building D,
- or a less number of components in the event Stratum Lots are consolidated or a greater number of components in the event further Stratum Lots are created.
- (b) The owners of the four components are the Members of the Building Management Committee. They are the:
- (i) Building A Owner;
 - (ii) Building B Owner;
 - (iii) Building C Owner; and
 - (iv) Building D Owner.

2.2 Parties Bound

This Statement has effect as an agreement under seal binding the Members and every Owner, lessee, Occupier or mortgagee in possession of a Lot in the Building.

2.3 General Obligations

The Members, Owners and Occupiers must:

- (a) promptly comply with their obligations under this Statement and the Act;
- (b) promptly pay their contributions for amounts they owe the Building Management Committee under this Statement and the Act; and
- (c) observe, perform and comply with the provisions of any covenant, easement or right of way that benefits or burdens their respective Lot (and, in the case of Members, Owners and Occupiers of a strata subdivided Lot, that benefits or burdens the Common Property of their respective Strata Scheme).

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2.4 Community Management Statement

- (a) This Statement should be read in conjunction with the by-laws contained in the Community Management Statement.
- (b) Each Member, Owner and Occupier must perform and observe the provisions of the Community Management Statement.
- (c) If there is any matter or thing that is authorised by this Statement but is restricted, either entirely or to an extent, by the by-laws contained in the Community Management Statement, then the by-laws contained in the Community Management Statement shall prevail over this Statement to the extent of the inconsistency.
- (d) A breach of the by-laws contained in the Community Management Statement by an Owner or Occupier amounts to a breach of this Statement by that Owner or Occupier.
- (e) A consent under this Statement does not relieve any Member, Owner or Occupier from obtaining consents under the Community Management Statement.

2.5 Precinct Management Statement

- (a) This Statement should be read in conjunction with the Precinct Management Statement.
- (b) Each Member, Owner and Occupier must perform and observe the provisions of the Precinct Management Statement.
- (c) If there is any matter or thing that is authorised by this Statement but is restricted, either entirely or to an extent, by the Precinct Management Statement, then the Precinct Management Statement shall prevail over this Statement to the extent of the inconsistency.
- (d) A breach of the Precinct Management Statement by an Owner or Occupier amounts to a breach of this Statement by that Owner or Occupier.
- (e) A consent under this Statement does not relieve Member, Owner or Occupier from obtaining consents under the Precinct Management Statement.

2.6 Strata by-laws

- (a) The by-laws of a Strata Scheme must not conflict with this Statement and the provisions of this Statement apply to the extent of any inconsistency.
- (b) If a by-law of a Strata Scheme conflicts with the provisions of this Statement, the Owners Corporation must at its own cost amend or repeal the inconsistent by-law.

2.7 Inconsistency

If there is any conflict, difference or inconsistency between any of the Community Management Statement, Precinct Management Statement, this Statement and by-laws of a Strata Scheme, the documents will be read in the following order of priority:

- (a) Community Management Statement;

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- (b) Precinct Management Statement;
- (c) this Statement; and
- (d) by-laws of a Strata Scheme.

2.8 Further Subdivision

- (a) A Party must not object to, and is taken to have given its consent to:
 - (i) an application with an Authority to subdivide (including by Strata Plan or other plan of subdivision) one or more of the Stratum Lots;
 - (ii) the registration of any Strata Plan or other plan of subdivision which subdivides one or more of the Stratum Lots; and
 - (iii) the registration of any plan of consolidation of one or more of the Stratum Lots;
 - (iv) a Strata Management Statement to be registered with a Strata Plan or other plan of subdivision set out in **clauses 2.8(a)(i)** and **2.8(a)(iii)** replacing or amending this Statement provided that the provisions of the Strata Management Statement referred to in this **clause 2.8(a)(iv)**:
 - (A) are substantially similar to the provisions of this Statement;
 - (B) do not materially adversely affect a Party's rights under this Statement; and
 - (C) do not detrimentally affect the Party's use of or contributions towards Shared Facilities.
- (b) Each Party must:
 - (i) execute a Strata Plan or other plan of subdivision or consolidation which subdivides or consolidates one or more of the Stratum Lots; and
 - (ii) execute a Strata Management Statement referred to in **clause 2.8(a)(iii)**, within 30 days of being required to do so by a Stratum Lot Owner and must:
 - (iii) promptly procure the consent of any mortgagee, chargee, covenant chargee, lessee or caveator of their Lot to the registration of a Strata Plan or other plan of subdivision and the Strata Management Statement contemplated by **clause 2.8(a)**;
 - (iv) vote in favour of and sign any application by the Developer to the Registrar-General to waive the requirement under the Development Act to register additional strata management statements with the Strata Plans for building in further stages (if required by the Developer);
 - (v) promptly do anything else reasonably necessary to give effect to the registration of a Strata Plan or other plan of subdivision and the Strata Management Statement contemplated by **clause 2.8(a)**; and
 - (vi) sign all documents and do all things reasonably necessary to give effect to this **clause 2.7** within five Business Days of being required to do so by a Stratum Lot Owner.

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2.9 Amending this Statement

Unless otherwise provided in this Statement, this Statement can only be amended in accordance with the relevant provisions of the Development Act and any other Laws as may be in force from time to time which set out the manner in which this Statement can be amended.

2.10 Unanimous Resolutions of the Building Management Committee

Unless otherwise stated in this Statement, a Unanimous Resolution passed by the Building Management Committee, or the subject matter of a Unanimous Resolution, is definitive and must not be the subject of expert determination.

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Part 3: BUILDING MANAGEMENT COMMITTEE AND MANAGERS

3. Building Management Committee

3.1 Establishing the Building Management Committee

- (a) The Members must establish the Building Management Committee within three months after the registration of this Statement.
- (b) The Building Management Committee cannot be dissolved while this Statement is in force.

3.2 Members of the Building Management Committee

The Members of the Building Management Committee are the:

- (a) Building A Owner;
- (b) Building B Owner;
- (c) Building C Owner; and
- (d) Building D Owner.

3.3 Representatives

- (a) Each Member must:
 - (i) appoint a Representative;
 - (ii) give to each other Member notice of the name, address, email address (if applicable) and telephone number of the Representative; and
 - (iii) serve notice on the other Members each time their contact details change.
- (b) Each Member may:
 - (i) change its Representative at any time; and
 - (ii) appoint a Substitute Representative for a particular meeting or meetings.
- (c) The Representative or Substitute Representative of a Member who is an Owners Corporation must be appointed by or selected in accordance with a Resolution or a by-law made by the Member.
- (d) If a Member is the registered proprietor of more than one Stratum Lot, the Member may appoint one Representative to represent the Member for both Stratum Lots.
- (e) A Member may authorise the Representative or Substitute Representative to appoint a proxy to represent and vote for the Member at meetings of the Building Management Committee.

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3.4 Functions

The functions of the Building Management Committee are to:

- (a) make decisions about matters delegated to the Building Management Committee under this Statement;
- (b) determine and levy contributions for the administrative fund and the sinking fund under **clause 36**;
- (c) operate, maintain, renew, replace and control the use of Shared Facilities;
- (d) change or add to or extend Shared Facilities;
- (e) change or add to or adjust Shared Costs;
- (f) effect the Insurances;
- (g) appoint and supervise any Contractor or agent, including the Administration Manager and Building Manager, engaged by the Building Management Committee;
- (h) monitor the performance by Owners and Occupiers of their obligations under the Act and this Statement;
- (i) register any variation to this Statement;
- (j) comply with this Statement and the Act; and
- (k) make decisions.

3.5 Decision making

The Building Management Committee can only make decisions in accordance with this Statement and at a meeting by Resolution.

4. Officers of the Building Management Committee

4.1 Appointment of Officers

The Building Management Committee:

- (a) must appoint a Chairperson, Treasurer and Secretary as Officers;
- (b) may appoint any other Officer who the Building Management Committee considers necessary; and
- (c) must immediately appoint a replacement Officer if an Officer vacates his or her position.

4.2 Eligibility for Office

Officers must be a Representative, Substitute Representative or the Administration Manager and one person may hold more than one office bearer position.

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4.3 Appointment of Officers

- (a) The Building Management Committee must, by Unanimous Resolution, appoint Officers within three months after the registration of this Statement.
- (b) The Building Management Committee may, by Unanimous Resolution, appoint new Officers at any time.
- (c) The Building Management Committee may delegate the functions of its Officers to the Administration Manager and/or the Building Manager in accordance with **clause 6.3**.

4.4 Vacating Office

An Officer will have vacated their position if:

- (a) they are no longer a Representative or the Administration Manager;
- (b) the Building Management Committee, by Resolution:
 - (i) dismisses the Officer from their position; and
 - (ii) appoints a replacement Officer to that position; or
- (c) an Officer submits their resignation in writing stating the date which their resignation will become effective.

4.5 Performing functions

An Officer must perform his or her functions according to the Act, this Statement and the directions of the Building Management Committee.

4.6 Functions of Secretary

The functions of the Secretary are to perform the administrative, bookkeeping and secretarial functions of the Building Management Committee including:

- (a) answering communications sent to the Building Management Committee;
- (b) performing administrative and secretarial functions for the Building Management Committee;
- (c) convening meetings and preparing and distributing notices, agendas and minutes for those meetings;
- (d) serving notices on behalf of the Building Management Committee;
- (e) keeping records (other than records which the Treasurer must keep) for the Building Management Committee; and
- (f) making the records of the Building Management Committee available for inspection.

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4.7 Functions of the Treasurer

The functions of the Treasurer are to:

- (a) prepare budgets;
- (b) prepare financial statements;
- (c) send out notices for, collect and bank contributions to the administrative fund and the sinking fund;
- (d) prepare outstanding levy certificates;
- (e) arrange for the preparation of audit reports;
- (f) pay accounts; and
- (g) keep the accounting records of the Building Management Committee.

4.8 Functions of the Chairperson

The functions of the Chairperson are to preside at those meetings of the Building Management Committee which the Chairperson attends. The Chairperson may appoint the Administration Manager to chair meetings of the Building Management Committee in the Chairpersons absence or as desired by the Chairperson from time to time.

4.9 Other Appointees

If the Building Management Committee appoints an Officer under **clause 4.1(b)**, it must clearly define the duties of the Officer. The Building Management Committee may appoint one person to hold more than one position.

5. Meetings and voting

5.1 Holding of Meetings

The Building Management Committee must hold a meeting:

- (a) if a Member requests by notice in writing;
- (b) at least once annually from the date of the first meeting of the Building Management Committee;
- (c) if the Building Management Committee is otherwise required to do so under this Statement; or
- (d) if the Administration Manager determines to hold a meeting.

5.2 Request for Meeting

- (a) A request for a meeting must be made to the Secretary and must state the issue or proposal for the meeting.

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- (b) The Building Management Committee is not obliged to hold a meeting if the Member requesting it is a Defaulting Member.

5.3 Quorum

- (a) At any meeting of the Building Management Committee, a quorum consists of a Representative of each Member and, whilst the Developer is the owner of a Stratum Lot, must include a representative of the Developer.
- (b) If a quorum is not present within half an hour from the time appointed for a meeting, the meeting is adjourned to a time and place determined by the Chairperson at the meeting.
- (c) If a meeting is adjourned, the person who convened the meeting must give notice of the adjournment to each member at least two Business Days before the adjourned meeting is to be held.
- (d) The quorum for the adjourned meeting is that number of Representatives present at the time appointed for the adjourned meeting.
- (e) At an adjourned meeting, whilst the Developer is the owner of Stratum Lot, a representative of the Developer must be present to constitute a quorum.

5.4 Notice of Meetings

- (a) The Secretary of the Building Management Committee must normally give at least five Business Days' notice of a meeting to each Member.
- (b) In the case of an emergency or with the consent of each Member, the Building Management Committee may give a shorter notice.
- (c) A notice of a meeting must include:
- (i) the time, date and place for the meeting; and
 - (ii) an agenda for the meeting.
- (d) An agenda for a meeting must include:
- (i) the terms of the motions for Resolution at the meeting;
 - (ii) a reference to whether a Majority Resolution or Unanimous Resolution is required for each Resolution;
 - (iii) the matters requested by notice in writing to be considered at the meeting by Members, Owners or Occupiers;
 - (iv) a copy of the minutes of the last meeting; and
 - (v) a motion to adopt the minutes of the last meeting.
- (e) In the case of an emergency meeting a notice is not required to include the matters set out in **clause 5.4(d)(iv) to (v)** above.

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- (f) If the levying of contributions is an item on the agenda for a meeting, then the notice must include a copy of a budget and audited financial statements for the financial period just ended in accordance with **clause 36.7** prepared by the Building Management Committee.

5.5 Voting

- (a) At each meeting of the Building Management Committee each Member through any of its Representatives is entitled to exercise one vote on matters raised in the agenda for the meeting, subject to **clause 5.5(f)** of this Statement.
- (b) A Defaulting Member is not entitled to vote.
- (c) The Chairperson does not have a casting vote at meetings of the Building Management Committee.
- (d) If the Building Management Committee decide on a matter, it must be decided by a Majority Resolution unless otherwise stated in this Statement.
- (e) In the event that a vote results in a deadlock between the Members, the motion will be lost.
- (f) A Member is not entitled to vote on a matter in relation to a Shared Facility or other parts of the Building that that Member is not entitled to use or access, including those matters under **clause 5.6**.

5.6 Matters requiring Unanimous Resolution

- (a) The matters that the Building Management Committee must decide by Unanimous Resolution are:
 - (i) amending **clause 2.7** of this Statement or the definition of Unanimous Resolution in **clause 1.2** of this Statement;
 - (ii) the distribution to Members of surplus money in the sinking fund and administration fund;
 - (iii) amending the Loading Dock Management Plan under **clause 15**;
 - (iv) changing, adding to or removing Shared Facilities other than a decision to repair Shared Facilities or to renew or replace minor items (unless otherwise specified in this Statement); and
 - (v) changing, adding to or adjusting Shared Costs (unless otherwise specified in this Statement).
- (b) A Unanimous Resolution passed in relation to matters set out in this **clause 5.6** is definitive and must not be the subject of expert determination.

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5.7 Meetings held in writing

The Building Management Committee may hold a meeting in writing and Representatives may vote in writing if:

- (a) the person who convenes the meeting serves notice of the meeting according to this Statement; and
- (b) the person who convenes the meeting provides each member with a voting paper with the notice for the meeting and see the required members or number of members approved motions in the agenda, complete their voting paper and return to the person who convened the meeting before the meeting is due to commence.

5.8 Appointing a proxy

- (a) A person may appoint a proxy if that person is:
 - (i) a Member; or
 - (ii) a Representative or Substitute Representative if the Member which appointed a person has authorised that person in writing to appoint a proxy according to **clause 3.3(e)**.
- (b) A proxy must be a natural person.
- (c) Subject to this **clause 5.8**, a person may appoint a proxy at any time provided that:
 - (i) the person makes the appointment on a Proxy Form; and
 - (ii) the person and the proxy sign the Proxy Form; and
 - (iii) the person delivers the signed Proxy Form to the Building Management Committee prior to the commencement of the meeting at which the proxy may vote.
- (d) A person may include in the Proxy Form instructions to their proxy about how to vote. A vote by a proxy in contravention of their instructions is invalid.
- (e) A person's proxy cannot vote at a meeting if the Member (or their Representative or Substitute Representative) cast a vote.

6. Appointment of an Administration Manager

6.1 Appointment of an Administration Manager

- (a) The Building Management Committee must appoint an Administration Manager to assist the Building Management Committee in performing its functions, in particular its financial and secretarial functions.
- (b) When appointing an Administration Manager, the Building Management Committee may (but is not obliged to) appoint the same person as a strata manager appointed by an Owners Corporation.

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- (c) Any appointment must:
 - (i) be in writing;
 - (ii) be signed by each Member;
 - (iii) be for a term (with options) in accordance with the Management Act, with rights for early determination by either the Building Management Committee or the Administration Manager; and
 - (iv) reserve to the Building Management Committee the power to continue exercising any or all of the functions delegated to the Administration Manager.
- (d) The Building Management Committee must monitor the performance of the Administration Manager.

6.2 Administration Management Fee

If an Administration Manager is appointed, the Members must contribute to the Administration Management Fee in the proportions set out in the Shared Facilities Schedule.

6.3 Delegation of functions

- (a) Subject to **clause 6.3(b)**, the Building Management Committee may delegate its functions and the functions of its officers to the Administration Manager and/or the Building Manager.
- (b) The Building Management Committee may not delegate functions to the Administration Manager or the Building Manager which the Building Management Committee may only exercise by Unanimous Resolution or functions which the Building Management Committee determines by Unanimous Resolution may only be exercised by the Building Management Committee.

6.4 Administration Manager's Duties

The Administration Manager's duties may include to:

- (a) effect and maintain Insurance on behalf of the Members in accordance with relevant Law;
- (b) implement decisions made by the Building Management Committee;
- (c) undertake secretarial and other functions arising from this Statement;
- (d) maintain taxation and other statutory records, provide a public office and obtain an Australian Business Number for the Building Management Committee, and ensure compliance with all legal obligations with respect to taxation;
- (e) carry out of or as agent for Members, entering into contracts for cleaning, caretaking, inspection, maintenance, minor repairs, replacements and services to the Shared Facilities and any personal property vested in the Building Management Committee;
- (f) comply with any obligations of the Building Management Committee under the Management Act or this Statement; and

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- (g) comply with any other duties determined by Resolution, as directed by the Building Management Committee.

7. Appointment of a Building Manager

7.1 Appointment of a Building Manager

The Building Management Committee may, by Resolution, enter into an agreement with a person to assist the Building Management Committee in the operation and management of the Shared Facilities which agreement must be in accordance with the Management Act and may provide for:

- (a) a term (with options) in accordance with the Management Act, with rights for early determination by either the Building Management Committee or the Building Manager;
- (b) drafting plans under this Statement and administering them;
- (c) the provision of services to Members or Occupiers; and
- (d) anything else which the Building Management Committee agrees is necessary or desirable having regard to the operational and management requirements of the Building Management Committee.

7.2 Building Management Fee

The Members must:

- (a) contribute to the Building Management Fee in the same proportions as set out in the Shared Facilities Schedule for the Building Management Fee for services for the Building Management Committee; and
- (b) pay the whole cost of services provided for a Member pursuant to **clause 7.1(c)**.

7.3 Building Manager's Duties

The Building Manager's duties may include to:

- (a) ensure the proper operation, repair, maintenance and renovation and replacement of the Shared Facilities; and
- (b) carry out the Building Management Committee's obligations in respect of any maintenance agreement.

7.4 General provisions regarding the Building Manager

- (a) At the expiration of an agreement entered into under **clause 7.1**, the Building Management Committee may enter into a further agreement on terms substantially similar to the agreement contemplated under that clause.

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- (b) The Building Management Committee may not without the written consent of the Building Manager enter into more than one agreement under **clause 7.1** at any one time.
- (c) A Member and any Owner or Occupier of a Stratum Lot must not:
 - (i) interfere with or obstruct the Building Manager from performing his or her duties under an agreement entered into under **clause 7.1**;
 - (ii) interfere with or obstruct the Building Manager from using any part of the Shared Facilities lawfully designated by the Building Management Committee for use by the Building Manager.

8. Strata or Stratum Subdivision of parts of the Building

8.1 Registration of subsequent strata plans

A Member that registers a Strata Plan other than the first strata plan in the Building must, at its cost, use its reasonable endeavours to obtain an exemption from LRS, to the lodgment of a strata management statement with the proposed Strata Plan on the basis that this Statement is already in force with respect to the Building.

8.2 Short form strata management statement

- (a) If the Member does not obtain the exemption referred to in **clause 8.1**, it must, at its cost, register a short form strata management statement which refers to this Statement as the operative document.
- (b) A short form strata management statement is a document registered with the proposed Strata Plan that:
 - (i) complies with the Development Act;
 - (ii) refers to this Statement; and
 - (iii) has force and effect as if this Statement is set out in full in the short form strata management statement.
- (c) If a Member registers a strata management statement and is unable to register a short form strata management statement incorporating the terms of this Statement, the Member must register a strata management statement on the same terms as this Statement.

8.3 Consent by Members and Occupiers

- (a) Members and Occupiers must:
 - (i) give their consent, acting reasonably, to any strata management statement prepared under this **clause 8**;
 - (ii) when consented to, execute the strata management statement within 15 Business Days of being requested to do so by a Member; and

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- (iii) do all things reasonably necessary to ensure that the Member can lodge the strata management statement for registration, including signing documents and producing certificates of title,

provided the rights and obligations of each Owner under the provisions of the strata management statement substantially correspond with the rights and obligations of each Owner under this Statement (other than provisions expressly required by the Development Act to be in the strata management statement).

- (b) Owners and Occupiers must use reasonable endeavours to procure the consent of any of their mortgagees, chargees and lessees to the registration of subdivision and strata plans and related documents contemplated under this **clause 8**.

8.4 Subdivision of Lots

- (a) If an Owner proposes to subdivide its Stratum Lot, the other Owners, Occupiers and the Building Management Committee must, acting reasonably, consent to the proposed subdivision and the proposed strata management statement (if any) if:
 - (i) the rights and obligations of each Owner, Occupier and Building Management Committee member under the provisions of the proposed strata management statement substantially correspond with the rights and obligations of each Owner, Occupier and Building Management Committee member under this Statement (other than the provisions expressly required by the Development Act to be in the strata management statement);
 - (ii) the proposed strata management statement to be registered with any strata plan for registration is a short form strata management statement that refers to this Statement; and
 - (iii) the Owner proposing to subdivide its Stratum Lot pays all costs associated with the preparation and lodgement of the necessary documents, including any strata management statement and the costs referred to in **clause 8.6**.
- (b) Owners and Occupiers with interests registered on the title for any Stratum Lot must endorse their consent on the strata management statement, or short form strata management statement, if this clause is complied with.

8.5 Approval deemed to continue

Any approvals given by the Owners or the Building Management Committee to the Owners in connection with the development and subdivision of a Stratum Lot subdivided by a Strata Plan or stratum plan of subdivision are deemed to continue after this Statement ceases to have effect.

8.6 Paying costs

If any Owner proposes to subdivide its part of the Building as contemplated in this **clause 8**, that Owner must pay the reasonable costs incurred by the Building Management Committee, an Owner or

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an Occupier in considering the proposed subdivision and providing and procuring consent to documents, including costs of obtaining occupants' and mortgagees' consents.

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Part 4: SHARED FACILITIES AND SPECIAL AREAS

9. Shared Facilities and Shared Costs

9.1 Shared Facilities

- (a) Shared Facilities are facilities and services which are used by more than one Member or are located on the land of a Member but used by another Member.
- (b) A list of the Shared Facilities is set out in the Shared Facilities Schedule.
- (c) The Parties acknowledge that as at the date this Statement is registered:
 - (i) not all of the Shared Facilities may have been included in the Shared Facilities Schedule; and
 - (ii) not all of the Shared Facilities listed in the Shared Facilities Schedule may be constructed and available for use by the Parties.
- (d) This **clause 9** is subject to the rights of the Developer under **clause 12**.

9.2 Use of Shared Facilities

- (a) The Shared Facilities Schedule specifies which Members, Owners and Occupiers are entitled to use each Shared Facility. If the Shared Facilities Schedule does not specify entitlement, each Member is entitled to use and enjoy the Shared Facility unless a specific provision of this Statement provides otherwise.
- (b) Each Party must use the Shared Facilities only for their intended purpose and follow the directions of the Building Management Committee.
- (c) Unless otherwise specified in this Statement, the Building Management Committee may make rules in relation to the use of any Shared Facility, provided such rules are not inconsistent with this Statement and do not adversely impact on the use and operation of the Lots.
- (d) Any rules made by the Building Management Committee in relation to the use of any Shared Facility are definitive and must not be the subject of expert determination.

9.3 Maintenance of Shared Facilities

- (a) Except as otherwise specified in this Statement, the Building Management Committee must carry out or arrange for the carrying out of maintenance, repair, operation, renovation, upgrade and replacement of the Shared Facilities.
- (b) The Building Management Committee may at its discretion enter into maintenance agreements with Contractors to maintain the Shared Facilities.

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- (c) The Building Management Committee must, when carrying out or arranging for the carrying out of maintenance, repair, operation, renovation, upgrade and replacement of the Shared Facilities:
- (i) ensure that all work is done properly;
 - (ii) ensure that the Shared Facilities are maintained in accordance with the manufacturers recommendations provided to the Building Management Committee (if any);
 - (iii) comply with the Building Architectural Code in undertaking such works, to ensure that the works are in keeping with the aesthetics and architecture of the Building;
 - (iv) ensure any works do not affect the waterproofing integrity of the Membrane so that the Membrane does not cause water leakage to the Building including the car park;
 - (v) cause as little damage as practical to the Shared Facilities; and
 - (vi) if damage is caused by the Building Management Committee, restore the Shared Facilities as nearly as practicable to the condition they were in before the damage occurred.

9.4 Damage to Shared Facilities

A Party must:

- (a) immediately notify the Building Management Committee about damage to or a defect in a Shared Facility; and
- (b) pay the costs of repair for any damage to the Shared Facilities caused by that Party.

9.5 Shared Costs

- (a) This **clause 9.5** is subject to the rights of the Developer under **clause 12**.
- (b) It is the intention of the Members that Shared Costs under this Statement are (and remain) apportioned as between the Members in a fair, transparent and equitable manner based on clear calculation methodologies based on the methods indicated in the Shared Facilities Schedule.
- (c) Subject to **clause 9.8**, the Building Management Committee must apportion the Shared Costs of a Shared Facility using the apportionment stated in the Shared Facilities Schedule.
- (d) If there is any change to the Shared Facilities including the addition or removal of any Shared Facilities, the allocation in the Shared Facilities Schedule must be immediately amended including to ensure the apportionment is fair, transparent and equitable based on the appropriate calculation as set out in **clause 9.5(b)** and the Shared Facilities Schedule.
- (e) The Building Management Committee must advise each Member of its proportion of the Shared Costs and must levy Members for contributions in accordance with **clause 36**.
- (f) Each Member must pay its proportion of the Shared Costs.

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- (g) The Building Management Committee may recover from a Member costs associated with a Member's unauthorised use of a Shared Facility for a purpose that is not the intended purpose for the Shared Facility set out in the Shared Facilities Schedule.

9.6 Review of Shared Costs

- (a) The Building Management Committee must review the Shared Costs and Shared Facilities Schedule:
- (i) immediately following any change to the Shared Facilities in accordance with **clause 10**;
 - (ii) at least once in every five years in accordance with **clause 9.8**; and
 - (iii) annually where a Shared Cost has been calculated on the basis of usage in accordance with **clause 9.7**,
- for the purpose of confirming that the Shared Costs remain fair, transparent and equitable.
- (b) If following a review under **clause 9.6(a)** results in a variation, modification or addition to the Shared Facilities or Shared Costs or both of them, the Parties must vote in favour of a Unanimous Resolution to amend the Shared Facilities or Shared Costs or both of them under **clause 9.6(a)** of this Statement so that they are fair, transparent and equitable.

9.7 Review of Shared Facilities - Usage

- (a) Where a review of usage is undertaken in accordance with **clause 9.6(a)(iii)** by the Building Management Committee, the review must confirm that the percentage cost allocation in the Shared Facilities Schedule substantially reflects the actual usage by the respective Member.
- (b) If the actual usage of a Member is substantially different to the percentage cost allocation in the Shared Facilities Schedule the Parties must adjust the percentage cost allocation in the Shared Facilities Schedule to accord with the percentages of actual use. Any adjustment of the percentage cost allocation in the Shared Facilities Schedule under this clause will not apply retrospectively.
- (c) The Building Management Committee may recover from a Member costs associated with a Member's unauthorised use of a Shared Facility for a purpose that is not the intended purpose for the Shared Facility set out in the Shared Facilities Schedule.
- (d) Any review of the Shared Costs by the Building Management Committee under **clause 9.6(a)** is definitive and must not be the subject of expert determination.

9.8 Review of Shared Costs at five year intervals

- (a) The Building Management Committee must conduct a review of Shared Costs in accordance with this **clause 9.8** at least once in any five year period.

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- (b) The Building Management Committee may appoint a suitably qualified person to conduct the review pursuant to **clause 9.8(a)** to ensure Shared Costs remain fair, transparent and equitable.
- (c) If each Member cannot agree to and jointly appoint a suitably qualified person to conduct the review pursuant to **clause 9.8(b)**, any of them may request the President of the Law Society of New South Wales to appoint a suitably qualified person to conduct the review having regard to the nature and subject of the review.
- (d) If, following a review under **clause 9.8(a)**, the actual usage of a Member differs by more than 5% from the percentage cost allocation in the Shared Facilities Schedule:
 - (i) the Parties must vote in favour of a Unanimous Resolution to adjust the Shared Costs so that the percentage cost allocation in the Shared Facilities Schedule accords with the percentages of actual use determined in the review under **clause 9.8(a)**;
 - (ii) the adjustment of the percentage cost allocation in the Shared Facilities Schedule under **clause 9.8(d)** must not apply retrospectively; and
 - (iii) the Building Management Committee is responsible for the costs incurred appointing a suitably qualified person under **clause 9.8(b)** or **clause 9.8(c)** as the case may be.
- (e) If following a review under **clause 9.8(a)**, it is found that the actual usage of a Member differs by less than 5% from the percentage cost allocation in the Shared Facilities Schedule:
- (f) the percentage cost allocation in the Shared Facilities Schedule must remain unchanged; and
- (g) the Building Management Committee may recover from the Member requesting the review under **clause 9.8(a)** reasonable costs incurred appointing a suitably qualified person under **clause 9.8(b)** or **clause 9.8(c)** as the case may be.
- (h) A decision of the suitably qualified person under this **clause 9.8** is, in the absence of a manifest error, final and binding on the Parties.

9.9 Authority Compliance

The Building Management Committee must:

- (a) arrange for the inspection of Shared Facilities if required by an Authority; and
- (b) obtain any certification of the Shared Facilities required by Law.

10. Amending Shared Facilities and Shared Costs

- (a) Subject to **clauses 9.6(a)** and **10(c)**, the Building Management Committee may by Unanimous Resolution:
 - (i) vary, modify, add a new facility, repair, renew or replace the Shared Facilities; and
 - (ii) add Shared Costs or adjust the division of Shared Costs if required.

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- (b) A Unanimous Resolution of the Building Management Committee is required to:
 - (i) change, add to or remove Shared Facilities other than for a decision to repair Shared Facilities or to renew or replace minor items; and
 - (ii) change, add to or adjust Shared Costs, unless otherwise specified in this Statement.
- (c) If the Building Management Committee passes a Unanimous Resolution to vary the Shared Costs and Shared Facilities, the Shared Facilities Schedule is automatically varied at the time the Chairperson signs the minutes which record the Unanimous Resolution and provide each Member with the revised Shared Facilities Schedule. Any variation to the Shared Costs or Shared Facilities under this clause shall not apply retrospectively.
- (d) A Unanimous Resolution passed in relation to the matters set out in this **clause 10** is definitive and must not be the subject of expert determination.

11. Access

11.1 Access to Shared Facilities

- (a) Access to Shared Facilities is subject to the rights of the Developer under **Part 6**.
- (b) Each Party must give the Building Management Committee and other Parties:
 - (i) access to and from the Shared Facilities by the means reasonably determined by that Party provided access does not unreasonably interfere with that Party's lawful use of the area; and
 - (ii) access to use the Shared Facilities located within that Party's Lot in accordance with the provisions of this Statement and the Easement to Access Shared Facilities; and
 - (iii) access to operate, maintain, repair, renovate and replace the Shared Facilities.
- (c) Appropriate means of access to a Shared Facility does not include:
 - (i) access through a Strata Lot without the prior consent of the Occupier of that Strata Lot (which consent must not be refused if it is the only practical means of access); and
 - (ii) any other means of access prohibited under this Statement.
- (d) Reasonable notice must be given to a Party affected by the proposed means of access under **clause 11.1(a)** if access is required to maintain, repair or replace Shared Facilities.

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11.2 Access to Plant

- (a) Each Party must give the Building Management Committee and other Parties:
 - (i) access to and from the Plant Areas and Plant by the means reasonably determined by that party provided access does not unreasonably interfere with that Party's lawful use of the area; and
 - (ii) access to operate, maintain, repair, renovate and replace the Plant.
- (b) Appropriate means of access to the Plant Areas and Plant does not include:
 - (i) access through a Strata Lot without the prior consent of the Occupier of that Strata Lot (which consent must not be refused if it is the only practical means of access); and
 - (ii) any other means of access prohibited under this Statement.
- (c) Reasonable notice must be given to a Party affected by the proposed means of access under **clause 11.2(a)** if access is required to maintain, repair or replace Plant.

11.3 Right to Access

If a Party accesses parts of the Building in accordance with their rights set out in this Statement that Party must not unreasonably interfere with the other Party's lawful use of the Building.

11.4 Emergency Access

In an emergency, each Party must give to all Parties access to all exit routes in the Building.

11.5 Conditions of Access

Except in an emergency and unless otherwise specified in this Statement, a Party affected by the proposed means of access may determine the times and reasonable terms of access (including reimbursement of costs) under this **clause 11**.

12. Additional Shared Facilities

12.1 Additional Shared Facilities

- (a) The development of the Building by the Developer may or may not result in the creation of additional Shared Facilities or removal of Shared Facilities or amendment of the Shared Facilities Schedule.
- (b) The Developer may (acting reasonably) request the Parties to vary this Statement at any time to:
 - (i) include additional Shared Facilities or remove Shared Facilities or amend the Shared Facilities, including specifying those Members entitled to use those additional Shared Facilities;

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- (ii) vary a Member's entitlement to use an existing Shared Facility as a result of the creation of the additional Shared Facilities; and
- (iii) change, add to or adjust the division of Shared Costs to take into account the inclusion of the additional Shared Facilities or removal of a Shared Facility or amendment of a Shared Facility and each Member's entitlement to use those additional Shared Facilities.

12.2 Consent

A Party must, if requested by the Developer under **clause 12.1(a)**:

- (a) consent to the creation of the additional Shared Facilities;
- (b) vote in favour of a Unanimous Resolution to vary this Statement; and
- (c) execute all necessary documentation and do all things necessary to register an amendment to this Statement,

unless the rights of that Party will be materially detrimentally affected by the variation to this Statement.

12.3 Disputes

The provisions of **clause 40** do not apply to **clause 12.2**.

13. Security Key/Card

- (a) Owners and Occupiers of the Building will be issued security keys/cards by the Building Manager to access those parts of the Building required to be accessed by that Owner or Occupier.
- (b) The security keys/cards will not give Owners and Occupiers access to all areas in the Building.
- (c) An Owner, Occupier or other person authorised by the Building Management Committee must:
 - (i) take all reasonable steps not to lose security keys/cards;
 - (ii) return security keys/cards to the Building Manager if an Owner, Occupier or other person authorised by the Building Manager does not need them or if an Owner or Occupier is no longer an Owner or Occupier in the Building;
 - (iii) notify the Building Manager if an Owner or Occupier loses a security key/card; and
 - (iv) notify the Building Manager if an Owner or Occupier requires assistance with the electronic door locks on Strata Lot doors.
- (d) An Owner or Occupier must not:
 - (i) copy a security key/card; or
 - (ii) give a security key/card to someone who is not an Owner or Occupier.

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- (e) If an Owner or Occupier loses a security key/card, the Building Manager may replace the security key/card. The Owner or Occupier must reimburse the Building Manager the actual cost of replacing any lost security keys/cards, including an administration fee as agreed by the Building Management Committee for replacing the lost security keys/cards.
- (f) An Owner or Occupier must comply with instructions that the Building Manager may make about security keys/cards and, in particular, instructions about recoding and returning security keys/cards.
- (g) The Building Management Committee may make rules from time to time about issuing additional and replacement security keys/cards and recoding of security keys/cards.
- (h) .

14. Car Wash Bays

14.1 Shared Facility

The Car Wash Bays are a Shared Facility for use by all Members and their respective Owners and Occupiers .

14.2 Rules

- (a) The Car Wash Bays may only be used:
 - (i) for washing of vehicles; and
 - (ii) between the hours of 6.00 am and 8.00 pm or other hours as nominated from time to time by the Building Management Committee.
- (b) All Members, Owners and Occupiers entitled to use the Car Wash Bays must:
 - (i) comply with all relevant Laws and with any rules made by the Building Management Committee in respect of the Car Wash Bays from time to time; and
 - (ii) leave the Car Wash Bays in a clean and tidy condition and remove all rubbish after use.
- (c) No vehicles may be parked in the Car Wash Bays (other than for the purposes of car washing).
- (d) No vehicles may be left unattended in the Car Wash Bays.
- (e) The Building Management Committee must not deal with the Car Wash Bays in contravention of its designated use for a car wash bay including selling or leasing the Car Wash Bays.

14.3 Building Management Committee Rules

- (a) The Building Management Committee may make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Car Wash Bays.
- (b) The Building Management Committee may amend or substitute any rules and conditions made by the Building Management Committee (acting reasonably).

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- (c) Rules and conditions made by the Building Management Committee under this **clause 14.3** may not be the subject of Expert determination or an appeal by any Party.
- (d) Members, Owners and Occupiers entitled to use the Car Wash Bays must comply with any rules and conditions made by the Building Management Committee under **clause 14.3**.

14.4 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 14** without first obtaining the prior written consent of each Member.

15. Loading Dock

15.1 Shared Facility

The Loading Dock is a Shared Facility for use by Members, Owners and Occupiers of the Building.

15.2 Rules

- (a) All Members, Owners and Occupiers entitled to use the Loading Dock must use the Loading Dock for garbage disposal and collection, access to Service vehicle bays and loading and unloading of vehicles in accordance with this Statement, the Loading Dock Easement, the Loading Dock Management Plan and any other rules determined by the Building Management Committee from time to time.
- (b) The Members and their respective Owners and Occupiers must cooperate to ensure that the use of the Loading Dock is shared to reasonably meet the respective needs of each Member and their respective Owners and Occupiers.

15.3 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 15** without first obtaining the prior written consent of each Member.

15.4 Loading Dock Management Plan

- (a) Members, Owners and Occupiers must comply with the Loading Dock Management Plan published by the Developer (as amended from time to time) when using the Loading Dock.
- (b) The Building Management Committee must adopt the Loading Dock Management Plan within three months of registration of this Statement.
- (c) The Building Management Committee must keep copies of the Loading Dock Management Plan and provide a current copy to an Owner or Occupier on request.

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- (d) Subject to **clause 15.4(e)**, the Building Management Committee may by Unanimous Resolution amend the Loading Dock Management Plan from time to time.
- (e) While the Developer is the registered proprietor of a Lot, the Building Management Committee cannot pass a Unanimous Resolution to amend the Loading Dock Management Plan without first obtaining the prior written consent of the Developer.

16. CCTV Security System

16.1 Shared Facility

The CCTV Security System is a Shared Facility for the benefit of Members and their respective Owners and Occupiers subject to the *Privacy Act 1988* (Cth) and any other legal rights.

16.2 Access to CCTV Footage

- (a) The CCTV Security System may monitor the public domain, car park, Loading Dock, lifts, lift lobbies, corridors and public spaces within the Building and is managed by the Building Management Committee.
- (b) The Administration Manager, Building Manager and any security provider engaged by the Building Management Committee may review CCTV footage for the purpose of monitoring the areas referred to in **clause 16.2(a)**.
- (c) The Building Management Committee may access the Building Manager's room located in Building D from time to time to view the CCTV footage and must provide unrestricted access to the Building to New South Wales Police and Federal Police if and when required.
- (d) Members and their respective Owners and Occupiers are not permitted to access the Building Manager's room to review CCTV footage without the prior consent of the Administration Manager, which consent the Administration Manager must not unreasonably withhold if the matter relates to the security of the Building.
- (e) The Administration Manager must make prior arrangements with the Building Manager for an Owner or Occupier to access the Building Manager's room to review CCTV footage prior to the Administration Manager consenting to an Owner or Occupier accessing the Building Manager's room to review CCTV footage under **clause 16.2(d)**.
- (f) The proper storage of footage is to be determined by the Building Management Committee in accordance with the *Privacy Act 1988* (Cth) and other relevant Law.

17. CCTV Footage

Notwithstanding **clause 16**:

- (a) the Building Management Committee will provide 24 hour security surveillance of some public areas in the Building (by means of CCTV Security System). However, the Building

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Management Committee is not obliged to provide security Services to all areas in the Building;
and

- (b) the CCTV Security System footage may be reviewed from time to time. However, the CCTV Security System will not be monitored 24 hours a day, 7 days a week.

18. Solar Panels

- (a) The Solar Panels are a Shared Facility which will generate energy for common areas in and around the Building.
- (b) The Building Management Committee is responsible for the repair, maintenance and replacement of the Solar Panels.
- (c) The Building Management Committee must only enter into agreements with licensed and suitably qualified third parties about the control, management and maintenance of the Solar Panels.

19. Landscaping

The Building Management Committee must maintain all landscaped areas and irrigation around the Building that are (or form part of) the Shared Facilities set out in the Shared Facilities Schedule to at least the same quality and standard equivalent to the landscaped areas existing as at the date of this Statement.

20. Membrane

- (a) The Membrane is a Shared Facility.
- (b) Members, Owners and Occupiers must ensure that any works to a Lot do not interfere with or damage the Membrane to ensure the waterproofing integrity of the Building is maintained at all times.
- (c) The Building Management Committee must:
- (i) regularly inspect and maintain the Membrane; and
 - (ii) arrange for the immediate repair to any damage to the Membrane,
- to a standard which ensures the waterproofing integrity of the Membrane so that the Membrane does not cause water leakage to the Building including the car park.

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21. Resident Lounge

21.1 Shared Facility

The Resident Lounge is a Shared Facility for use by all Members and their respective Owners, Occupiers and invitees.

21.2 Building Management Committee Rules

- (a) The Building Management Committee may make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Resident Lounge.
- (b) The Building Management Committee may amend or substitute any rules and conditions made by the Building Management Committee (acting reasonably).
- (c) Rules and conditions made by the Building Management Committee under this **clause 21.2** may not be the subject of Expert determination or an appeal by any Party.
- (d) Members, Owners, Occupiers and invitees entitled to use the Resident Lounge must comply with any rules and conditions made by the Building Management Committee under **clause 21.2**.
- (e) Any rules and conditions made by the Building Management Committee must not be inconsistent with the Plan of Management.

21.3 Hours

- (a) The Resident Lounge may be used during the hours as reasonably determined by the Building Management Committee or as approved by Council from time to time.
- (b) The Resident Lounge may:
 - (i) be closed for periods of time for repair and maintenance;
 - (ii) in part, be closed for periods of time for private events hosted by a Member, Owner or Occupier entitled to use the Resident Lounge; or
 - (iii) in part, be used by an Owner or Occupier entitled to use the Resident Lounge for the purpose of a private event outside usual opening hours of the Resident Lounge, provided reasonable notice of such closures is given to all Owners and Occupiers entitled to use the Resident Lounge.
- (c) If a Member, Owner or Occupier entitled to use the Resident Lounge wishes to book all or part of the Resident Lounge for a private event, it must make a booking through the Building Manager and may be required to provide a security or bond to the Building Manager for use of the Resident Lounge.

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21.4 Rules

The following terms and conditions apply to the use of the Resident Lounge by Members, Owners, Occupiers and invitees entitled to use the Resident Lounge:

- (a) the Resident Lounge must be left in a clean and tidy condition and all rubbish removed after use by a Member, Owner, Occupier or invitee;
- (b) subject to **clause 21.4(a)**, the Building Management Committee is responsible for the cleaning and maintenance of the Resident Lounge;
- (c) children under the age of 15 years of age must be accompanied and supervised by an adult;
- (d) invitees must not use the Resident Lounge or its immediate surrounds unless accompanied by an Owner or Occupier;
- (e) Members, Owners, Occupiers and invitees must behave in a manner that is not reasonably likely to cause harm, offence, embarrassment, nuisance or inconvenience to any Owner or Occupier of the Building or use of the Resident Lounge by other persons;
- (f) no excessive noise audible from the Resident Lounge is permitted;
- (g) Members, Owners, Occupiers and invitees must not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the Resident Lounge;
- (h) Members, Owners, Occupiers and invitees must at all times be adequately clothed so as not to be likely to offend any other persons using the Resident Lounge or the immediate surrounds;
- (i) Members, Owners, Occupiers and invitees must not smoke in the Resident Lounge and the immediate surrounds; and
- (j) Members, Owners, Occupiers and invitees must comply with the Plan of Management.

21.5 Cleaning and Repairs

All Members, Owners, Occupiers and invitees entitled to use the Resident Lounge, following their use of the Resident Lounge, must:

- (a) dispose of any rubbish;
- (b) clean any surfaces requiring cleaning as a consequence of the Member's, Owner's, Occupier's or invitee's use of the Resident Lounge; and
- (c) otherwise leave the Resident Lounge in a good state of repair.

21.6 Booking of Resident Lounge

- (a) Bookings for use of the following areas of the Resident Lounge can be made through the Building Manager:
 - (i) meeting rooms;
 - (ii) kitchen;

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- (iii) private dining space; and
- (iv) outdoor space.
- (b) The Building Manager must establish and maintain a Resident Lounge booking system and schedule available for inspection.
- (c) Subject to **clauses 21.6(d)** and **21.6(e)**, bookings are not required to use any part of the Resident Lounge not listed in **clause 21.6(a)**.
- (d) The granting of a right to use a Resident Lounge is at the absolute discretion of the Building Manager and may be subject to any rules and conditions.
- (e) The Resident Lounge may in part be allocated to an Owner or Occupier for specified periods of time as reasonably determined by the Building Management Committee subject to availability and subject to the compliance by that Owner or Occupier with this **clause 21** and any reasonable rules made by the Building Management Committee from time to time.

21.7 Plan of Management

- (a) Members, Owners and Occupiers must comply with the Plan of Management published by the Developer (as amended from time to time) when using the Resident Lounge.
- (b) The Building Management Committee must adopt the Plan of Management within three months of registration of this Statement or within such other time as agreed between the Developer and Council.
- (c) The Building Management Committee must keep copies of the Plan of Management and provide a current copy to an Owner or Occupier on request.
- (d) Subject to **clause 21.7(e)**, the Building Management Committee may by Unanimous Resolution and with the consent of Council amend the Plan of Management from time to time.
- (e) While the Developer is the registered proprietor of a Lot, the Building Management Committee cannot pass a Unanimous Resolution to amend the Plan of Management without first obtaining the prior written consent of the Developer.

21.8 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 21** without first obtaining the prior written consent of each Member.

22. Garbage Rooms

22.1 Garbage Rooms

- (a) Each Building has a dedicated Garbage Room which contains:
 - (i) garbage bins; and

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- (ii) separate recycling bins for the disposal of recyclable material.
- (b) The Members are responsible for the costs associated with the use, management, administration, repair and maintenance of the Garbage Rooms and associated facilities.

22.2 Obligations of Owners and Occupiers

Owners and Occupiers must, at its cost:

- (a) keep all garbage receptacles and recyclable receptacles placed in the Garbage Rooms clean and, as far is reasonably practicable, odour free;
- (b) comply with the Rules of the Building Management Committee and the requirements of Authorities in respect of the transport, storage and removal from Highforest of garbage and recyclable materials; and
- (c) clean up any garbage or recyclable materials spilt in the Garbage Rooms;

23. Waste Holding Room

23.1 Use of the Waste Holding Room

- (a) The Waste Holding Room is a Shared Facility for use by the Building Manager to temporarily store garbage and recyclable materials collected from the Garbage Rooms.
- (b) The Waste Holding Room is to be managed by the Building Manager.
- (c) Owners and Occupiers of the Building are not permitted to access the Waste Holding Room.
- (d) The Building Manager must arrange for:
 - (i) recyclables to be collected from the designated areas in the corridor of each level of the Buildings and Garbage Rooms and be taken to the area for recyclable material located within the Waste Holding Room as designated by the Building Management Committee from time to time; and
 - (ii) the garbage bins to be collected from the Garbage Rooms to be moved to the bins located in the Waste Holding Room as designated by the Building Management Committee from time to time.
- (e) The Building Manager may use a bin tug, which is a Shared Facility, to move the garbage bins from the Garbage Rooms to the Waste Holding Room.

23.2 Rules

- (a) The Building Management Committee may, from time to time, make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Waste Holding Room, including:

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- (i) the manner in which garbage and recyclables to and from the Waste Holding Room are to be transported; and
- (ii) insurance requirements.
- (b) The Building Manager must:
 - (i) use the Waste Holding Room only as stated in this Statement, in accordance with the Waste Holding Room Easement and any rules determined by the Building Management Committee from time to time;
 - (ii) not use the Waste Holding Room in a manner that breaches the conditions of any development consent, permit or authorisation or any Law applicable to the Land; and
 - (iii) promptly clean up any spills in the Waste Holding Room or the Building.

24. Bulky Waste Room

24.1 Shared Facility

The Bulky Waste Room is a Shared Facility for use by the Members and their respective Owners, Occupiers and invitees.

24.2 Use of the Bulky Waste Room

The Bulky Waste Room is to be managed by the Building Manager.

24.3 Rules

- (a) All Members, Owners and Occupiers entitled to use the Bulky Waste Room must use the Bulky Waste Room in accordance with this Statement, the Loading Dock Easement and any other rules determined by the Building Management Committee from time to time.
- (b) The Building Management Committee may make reasonable rules and impose conditions (acting reasonably) about the use of the Bulky Waste Room from time to time.
- (c) An Owner or Occupier must not store perishable items or any inflammable, explosive or dangerous substances in the Bulky Waste Room.
- (d) Owners and Occupiers must arrange to place items in the Bulky Waste Room at the times agreed with the Building Manager.
- (e) The Building Manager must arrange for any items placed in the Bulky Waste room to be collected by Council.
- (f) Owners and Occupiers must make good any damage caused by that Owner or Occupier in using the Bulky Waste Room.

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24.4 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 24** without first obtaining the prior written consent of each Member.

25. Residential Visitor Car Spaces

25.1 Shared Facility

The Residential Visitor Car Spaces are a Shared Facility for use by visitors to the Owners and Occupiers of the Building.

25.2 Rules

Owners and Occupiers:

- (a) must not park in a Residential Visitor Car Space or permit a Residential Visitor Car Space to be used by any person other than visitors to the Building;
- (b) must not enter into any lease or licence, or permit the entry into any lease or licence, for a Residential Visitor Car Space with any person; and
- (c) must not impose timed parking fees, or permit the imposition of timed parking fees, on the use of a Residential Visitor Car Space;
- (d) must not allow a Residential Visitor Car Space to be used for a continuous period of time exceeding 24 hours;
- (e) must, and must procure visitors to the Owner or Occupier, comply with relevant Laws and obtain any necessary approvals to the use of the Residential Visitor Car Spaces;
- (f) must procure the Building Management Committee keep the Residential Visitor Car Spaces in a good state of repair and cleanliness commensurate with the quality of the Building; and
- (g) must ensure users of the Residential Visitor Car Spaces do not behave in a manner reasonably likely to cause harm, offence, embarrassment, nuisance or inconvenience to any other Owner or Occupier of the Building.

25.3 Electric Vehicle Charging Stations

The following rules apply to the use of the Electric Vehicle Charging Station installed on a Residential Visitor Parking Space (if any):

- (a) use of the Electric Vehicle Charging Station will be on a pay per use basis and payment to be managed by the EV Operator; and

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- (b) when using the Electric Vehicle Charging Station, a visitor to the Owners or Occupiers of the Building must not unreasonably obstruct the use of the Electric Vehicle Charging Station to other persons who have the benefit of using the Electric Vehicle Charging Station.

25.4 EV Operator

The Building Management Committee may appoint and enter into an agreement with an EV Operator for the management of the Electric Vehicle Charging Stations installed on the Residential Visitor Parking Spaces (including for the management of fees for the use of the Electric Vehicle Charging Stations on a pay per use basis).

25.5 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 25** without first obtaining the prior written consent of each Member.

26. Service Vehicle Parking Spaces

26.1 Shared Facility

The Service Vehicle Parking Spaces are a Shared Facility for use by Service vehicles attending the Building .

26.2 Rules

- (a) Owners and Occupiers:
- (i) must not park in a Service Vehicle Parking Space or permit a Service Vehicle Parking Space to be used by any person (including visitors to the Building) other than Contractors installing, repairing or maintaining Services;
 - (ii) must not enter into any lease or licence, or permit the entry into any lease or licence, for a Service Vehicle Parking Space with any person;
 - (iii) must not impose timed parking fees, or permit the imposition of timed parking fees, on the use of a Service Vehicle Parking Space;
 - (iv) must not allow a Service Vehicle Parking Space to be used for a continuous period of time exceeding 24 hours;
 - (v) must comply with relevant Laws and obtain any necessary approvals to the use of the Service Vehicle Parking Spaces;
 - (vi) must keep the Service Vehicle Parking Spaces in a good state of repair and cleanliness commensurate with the quality of the Building; and

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- (vii) must ensure users of the Service Vehicle Parking Spaces do not behave in a manner reasonably likely to cause harm, offence, embarrassment, nuisance or inconvenience to any other Owner or Occupier of the Building.
- (b) The Building Management Committee must not revoke the right of the Owners and Occupiers to use the Service Vehicle Parking Spaces without a Unanimous Resolution of the Building Management Committee.

26.3 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 25** without first obtaining the prior written consent of each Member.

27. Motorbike Parking Spaces

27.1 Shared Facility

The Motorbike Parking Spaces are a Shared Facility for use by visitors to the Owners and Occupiers of the Building.

27.2 Rules

- (a) Owners and Occupiers:
 - (i) Must not permit a Motorbike Parking Space to be used by any person other than visitors of the Building;
 - (ii) must not enter into any lease or licence, or permit the entry into any lease or licence, for a Motorbike Parking Space with any person;
 - (iii) must not impose timed parking fees, or permit the imposition of timed parking fees, on the use of a Motorbike Parking Space;
 - (iv) must comply with relevant Laws and obtain any necessary approvals to the use of the Motorbike Parking Spaces;
 - (v) must keep the Motorbike Parking Spaces in a good state of repair and cleanliness commensurate with the quality of the Building; and
 - (vi) must ensure users of the Motorbike Parking Spaces do not behave in a manner reasonably likely to cause harm, offence, embarrassment, nuisance or inconvenience to any other Owner or Occupier of the Building.

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- (b) The Building Management Committee must not revoke the right of the Owners and Occupiers to use the Motorbike Parking Spaces without a Unanimous Resolution of the Building Management Committee.

27.3 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to amend or repeal this **clause 25** without first obtaining the prior written consent of each Member.

28. Visitor Bicycle Parking Areas

28.1 Shared Facility

The Visitor Bicycle Parking Areas are a Shared Facility for the benefit of visitors of the Building. The Visitor Bicycle Parking Areas are not permitted to be used by Owner and Occupiers of the Building.

28.2 Rules

- (a) Members, Owners and Occupiers must and must procure that visitors of the Building:
- (i) ensure that the Visitor Bicycle Parking Areas are used in accordance with this Statement and the rules determined by the Building Management Committee from time to time;
 - (ii) do not store or park any bicycle on the Common Property, other than in the Visitor Bicycle Parking Areas or such other area as may be designated by the Building Management Committee from time to time as a Visitor Bicycle Parking Area; and
 - (iii) not keep or park any bicycle in any part of the Building including the foyer, stairwells, hallways, garden areas, walkways, balcony, terrace or other parts of the Building, other than as designated under this clause.
- (b) Bicycles that are in a state of disrepair must not be parked in the Visitor Bicycle Parking Areas or any other part of the Building.
- (c) Motorcycles must not be parked in the Visitor Bicycle Parking Areas.
- (d) Items other than a bicycle must not be parked in the Visitor Bicycle Parking Areas.
- (e) This **clause 28** does not prohibit Owners and Occupiers from storing bicycles in their allocated residential storage spaces.

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29. Stormwater Detention System

29.1 Shared Facility

The Stormwater Detention System is a Shared Facility for the benefit of all Members and their respective Owners and Occupiers.

29.2 Rules

An Owner and Occupier must (and must ensure that any Authorised User does):

- (a) not, without proper authority, operate, adjust or interfere with the operation of the Stormwater Detention System or any equipment associated with the Stormwater Detention System; and
- (b) comply with any rules that the Building Management Committee may make from time to time with respect to the Stormwater Detention System.

30. Agreement for supply of Embedded Network Services

- (a) The Embedded Network is a Shared Facility for the benefit of all Members and their respective Owners and Occupiers.
- (b) The Building Management Committee has the power to appoint and enter into agreements with Embedded Network Parties for the installation of an Embedded Network in the Building for the supply of the Embedded Services to the Building including on the following terms:
 - (i) the Building Management Committee may agree to pay the Embedded Network Parties market based rates for the supply of Embedded Services to the Building;
 - (ii) the Building Management Committee may agree to pay the Embedded Network Parties a fee for initial set up costs incurred by the Embedded Network Parties;
 - (iii) the rights of the Building Management Committee to terminate the agreement early if the Embedded Network Parties do not properly perform their functions or comply with their obligations under the agreement; and
 - (iv) the rights of the Embedded Network Parties to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Parties or the right of the Building Management Committee to acquire those meters and other equipment from the Embedded Network Parties, if the agreement with the Embedded Network Parties is terminated.

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Part 5: MAINTENANCE, REPAIR AND UPGRADING

31. Maintenance, Repair and External Appearance

31.1 Owners Corporation

- (a) An Owners Corporation who is a Member must carry out its obligations under Section 106 of the Management Act.
- (b) An Owners Corporation who is a Member must not make a determination under Section 106(3) of the Management Act without the consent of the Building Management Committee.
- (c) If an Owners Corporation makes a determination in breach of **clause 31.1(b)**, the Owners Corporation must still maintain, renew, replace or repair the particular item which is the subject of the determination.
- (d) The obligations of a Stratum Lot Owner under **clause 31.1(a)** commence on creation of an Owners Corporation with respect to the relevant Stratum Lot.

31.2 Stratum Lot Owners

- (a) If a Member is not an Owners Corporation, the Member must properly maintain and keep in a state of good and serviceable repair that part of the Building within the relevant Member's Lot.
- (b) The obligations of a Stratum Lot Owner under **clause 31.2(a)** commences upon the date being the date of first issue of occupation certificate with respect to the relevant Stratum Lot after the date of this Statement.

31.3 Access into other Members' areas

- (a) Each Member and the Member's respective Owners and Occupiers must allow the other Members, Owners, Occupiers, the Building Manager and maintenance personnel, at reasonable times on reasonable notice to access that Member, Owner or Occupier's Lot, or if the Member is an Owners Corporation, the Common Property of the relevant Strata Scheme, in order to have access to:
 - (i) items within that Member, Owner or Occupiers Lot; or
 - (ii) the Common Property of the relevant Strata Scheme; or
 - (iii) the site of any Easement,
 to carry out repairs, maintenance, inspections, tests, renewals and replacements where alternative access is not reasonably available for is likely to be substantially more costly.
- (b) Each Member and the Member's respective Owners and Occupiers must allow the Building Management Committee at reasonable times on reasonable notice to access that Member,

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Owner or Occupiers Lot (including the balcony of that Lot) for the purposes of cleaning the exterior of the Building (including windows).

31.4 Obligations

The obligations of each Member under **clauses 31.1** and **31.2** extend to:

- (a) maintaining the structures, conduits, machinery, equipment and other thing or Service integral to the proper operation and the support of any part of the Building (to the extent those structures, conduits, machinery, equipment and other things or Services are located within the Member's Lot) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or Service are regularly inspected, maintained, repaired and kept in a sound structural and fully operational and working condition; and
- (b) properly operate and repair, and whenever reasonably necessary renew or replace any fixtures or fittings which may if not properly operated, repaired, renewed or replaced, having an adverse impact on the proper functioning of the Shared Facilities.

31.5 Facade Cleaning and Maintenance Plan

- (a) The Building Management Committee may from time to time make a Façade Cleaning and Maintenance Plan, such plan must require the façade of the Building to be cleaned at least once every six months.
- (b) If the Building Management Committee makes a Facade Cleaning and Maintenance Plan pursuant to **clause 31.5(a)** then the Building Management Committee must provide the Facade Cleaning and Maintenance Plan to the Administration Manager to be available for inspection by Owners and Occupiers.
- (c) Members and the Building Management Committee must comply with any Facade Cleaning and Maintenance Plan when carrying out any repairs and maintenance or cleaning on the facades of the Building.

31.6 Maintenance Manual

- (a) The Developer may provide each Member (or, if applicable, an Owners Corporation) with a manual, schedule and/or other form of communication setting out information, instructions and requirements regarding maintenance and upkeep of the Building (or Common Property, as applicable) (together, the **Maintenance Manual**).
- (b) Each Owners Corporation who is a Member must:
 - (i) maintain Common Property in accordance with the instructions and requirements of its Maintenance Manual including in relation to frequency of maintenance;
 - (ii) maintain appropriate records evidencing compliance with **clause 31.6(b)(i)** and provide copies of the records to the Building Management Committee and the Developer upon request; and

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- (iii) include compliance with its Maintenance Manual as a standing agenda item at each Annual General Meeting of the Owners Corporation.

31.7 Exclusion

Clauses 31.1, 31.2, 31.3, 31.4 and 31.6 do not apply to the Shared Facilities.

32. Failure of Member to carry out its obligations

32.1 Obligations

- (a) If a Member does not carry out its obligations under **clause 31**, the Building Management Committee may do anything reasonably necessary for the purpose of exercising the requirements of **clause 31**, including:
 - (i) carrying out work on the Member's Lot to do anything the Member has failed to do under **clause 31**; and
 - (ii) enter the Member's Lot with or without tools and equipment and remain there for the period of time for that purpose.
- (b) In exercising its rights under this **clause 32**, the Building Management Committee must:
 - (i) ensure that all work is done properly;
 - (ii) complies with the Building Architectural Code to ensure that all works are in keeping with the aesthetics and architecture of the Building;
 - (iii) ensure any works do not affect the waterproofing integrity of the Building including the Membrane;
 - (iv) cause as little interference as practical to any Occupier of the Member's Lot;
 - (v) cause as little damage as practical to the Member's Lot and any improvements on that Member's Lot; and
 - (vi) if damage is caused by the Building Management Committee, restore the Member's Lot as nearly as practicable to the condition it was in before the damage occurred.
- (c) Except where urgent work is required, the Building Management Committee must:
 - (i) before exercising its rights under **clause 32**, give the Member written notice specifying a reasonable period of time for that Member to carry out that Member's obligation under **clause 31**, having regard to the nature of the obligation not performed; and
 - (ii) give the Member reasonable notice of the Building Management Committee's intention to enter the Member's Lot.

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32.2 Access

If the Building Management Committee must do work on or in a Lot under **clause 32.1**, the Member must give the Building Management Committee or persons authorised by it to access the Lot.

32.3 Costs

The direct and indirect costs of carrying out any work under this **clause 32** shall be a debt payable by the Member to the Building Management Committee on demand.

33. Emergency Repairs

33.1 Rights of access

- (a) The Building Management Committee and persons authorised by the Building Management Committee can enter and remain in all parts of the Building in order to carry out Emergency Repairs to the Building.
- (b) The Building Management Committee must cause as little inconvenience as is reasonable to Members, Owners and Occupiers in carrying out its rights under this clause given the type of emergency.
- (c) The Building Management Committee and persons authorised by the Building Management Committee must carry out the Emergency Repairs to the Building within 24 hours of being notified of the emergency.
- (d) If the Building Management Committee fails to carry out the Emergency Repairs within 24 hours as required under **clause 33.1(c)** a Member, an Owner or an Occupier may procure the carrying out of the Emergency Repairs and that Member, Owner or Occupier will be entitled to be reimbursed for reasonable costs incurred in procuring the Emergency Repairs.

33.2 Damage by Member

If the Emergency Repairs carried out by the Building Management Committee are required as a result of damage occasioned by a Member, Owner or an Occupier, that Member, Owner or Occupier is responsible to reimburse the Building Management Committee for those costs.

33.3 Emergency Call Out Fees

The Building Management Committee may pass on the cost of any false alarm call out fee charged by Fire and Rescue NSW to the relevant Member.

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34. Upgrading, redevelopment and other works

34.1 Works

- (a) Each Party acknowledges that upgrading and redevelopment works may be carried out in the Building, including to Common Property or to Lots.
- (b) Each Party agrees to act reasonably and, if applicable, to not unreasonably withhold their consent in connection with any proposal by a Member to upgrade or redevelop all or part of the Building owned by the Member.

34.2 Consent

The other Members agree to act reasonably and, if applicable, to not unreasonably withhold, delay or condition their consent in connection with any proposal by a Member to upgrade or redevelop all or part of the Building owned by the Member provided the proposal is of a standard no less than the original condition of the Building and is in keeping with the nature and quality of the Building and the Building Architectural Code.

34.3 Enforcement

The Building Management Committee may procure enforcement of this **clause 34** on behalf of the Developer.

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Part 6: CONSTRUCTION PERIOD

35. Construction Period

35.1 Construction Period

The Parties acknowledge that:

- (a) the Building and components of the Building may be constructed in stages and all components of the Building may not have been constructed at the date of registration of this Statement;
- (b) during the Construction Period the Building may be built in stages to be determined in the absolute discretion of the Developer;
- (c) all Shared Facilities may not have been constructed or completed at the date of registration of this Statement and further Shared Facilities may be constructed as part of the Construction Works;
- (d) all components of the Building that are to be subdivided may not have been subdivided at the date of registration of this Statement; and
- (e) during the Construction Period, the Parties must allow the Developer and the Developer's employees, contractors and consultants to carry out the Construction Works in any part of the Building on and from the date of this Statement without any need for the approval of the Parties, but subject to the terms of any Easements and covenants and to the requirements of any Laws.

35.2 Consent

If required, a Party must consent to, and must promptly execute all documentation and do all things necessary to provide consent to, any plans and documents (including the creation of any Easements and covenants) as required by the Developer for the:

- (a) carrying out of the Construction Works; and
- (b) completion of a stage or stages in the Building.

35.3 Party Obligations

- (a) Each Party agrees not to:
 - (i) object to the Construction Works by the Developer;
 - (ii) hinder or prevent any Construction Works by the Developer; and
 - (iii) object to the registration of any document or amendment of this Statement in connection with the Construction Works.

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- (b) Each Strata Lot owner must vote in favour of any motion at a meeting of the Owners Corporation for that Strata Lot to give effect to any consents required of an Owners Corporation under **clause 35.2**.

35.4 Right to Access

The Parties will allow the Developer and the Developer's employees, contractors and consultants during the Construction Period to access all parts of the Building which the Developer reasonably requires to access for the purpose of:

- (a) carrying out the Construction Works for the relevant stage;
- (b) connecting, installing, extending, augmenting, maintaining or accessing any existing Services;
- (c) connecting, installing, extending, augmenting, maintaining or accessing any future Services; and
- (d) carrying out any work relating to the temporary propping or structural support of the Building.

35.5 Repair

The Building Management Committee must procure the Developer to:

- (a) repair without delay any damage caused to the Common Property, the Shared Facilities or other parts of the Building as a result of the Developer and the Developer's employees, contractors and consultants carrying out the works described in **clause 35.3**; and
- (b) not cause unreasonable inconvenience to the Parties as a result of the Developer and the Developer's employees, contractors and consultants carrying out the works described in **clause 35.2**.

35.6 Indemnity in favour of Developer

A Party who breaches its obligations in this clause agrees to indemnify the Developer and keep the Developer indemnified for all costs, losses, expenses and damages incurred by the Developer arising and in breach of this clause by that Party.

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Part 7: FINANCIAL MATTERS AND INSURANCE

36. Financial Affairs

36.1 Administrative and Sinking Fund

- (a) The Building Management Committee must establish an administrative fund and a sinking fund within three months of registration of this Statement.
- (b) Until such time as a sinking fund report is completed and received by the Building Management Committee, the sinking fund may be determined by the Building Management Committee to be a nominal amount or NIL.
- (c) As soon as practicable after the sinking fund report is completed and received by the Building Management Committee, the Building Management Committee must determine the contribution of each Member to the sinking fund, having regard to the Shared Facilities and to the recommendations of the sinking fund report.
- (d) The administrative fund and sinking fund must be maintained by the Administration Manager or if no Administration Manager is appointed, by the Building Management Committee.
- (e) The administrative fund must be used to pay the costs of:
 - (i) operating, maintenance, repair and compliance of the Shared Facilities (including energy and water usage);
 - (ii) Insurance;
 - (iii) administration; and
 - (iv) any other costs which are not amounts to be paid from the sinking fund.
- (f) The Building Management Committee must use the sinking fund to pay the costs of renewal or replacement of the Shared Facilities.

36.2 Budget

- (a) The Building Management Committee must determine a budget for each 12 month period.
- (b) The budget must be based on an estimate of the costs and expenditures to:
 - (i) pay Shared Costs;
 - (ii) pay any Building Management Fees and Administration Management Fees;
 - (iii) effect the Insurances; and
 - (iv) satisfy any obligation of the Building Management Committee under this Statement or the Management Act.
- (c) The budget must contain details of:

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- (i) each item or matter, including Shared Costs, for which a Member is responsible;
 - (ii) each Member's proportion of a particular matter or item;
 - (iii) the amount of that proportion to be paid into the sinking fund and administrative fund (if applicable); and
 - (iv) the amount and date of each payment which a Member must make.
- (d) The budget must reflect that until the completion of the Building, only some of the Shared Facilities will be operational.

36.3 Year End

- (a) The Building Management Committee must determine the Year End for accounting purposes.
- (b) The budget must be for the relevant Year.

36.4 Notice of Payment to Members

The budget must be submitted to each Member together with a notice advising:

- (a) the total expenditure for the 12 month period to which the budget relates;
- (b) the amount that each Member must pay in the 12 month period to the administrative and sinking funds in accordance with the budget; and
- (c) the date each payment is due.

36.5 Payment by Members

- (a) The Building Management Committee must levy Members for contributions it will need for its administrative fund and sinking fund based on the budget for each Year.
- (b) A Member must pay each amount on the date the payment is due.
- (c) If a Member fails to pay an amount owing when it is due and payable, that Member becomes a Defaulting Member.

36.6 Interest for Late Payment

- (a) A Defaulting Member must pay interest on each amount not paid on time from and including the date on which the payment was due until the date it is paid.
- (b) The Building Management Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft rate quoted by the Building Management Committee's bank, building society or credit union at the time of default.
- (c) A certificate from the Building Management Committee's bank, building society or credit union stating the interest rate is final and binding on a Member.
- (d) The Building Management Committee may at their absolute discretion elect to waive the payment of interest by a Defaulting Member.

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36.7 Financial Statement

As soon as practicable, but no later than three months, after the expiration of each 12 month period, the Building Management Committee must provide each Member with an audited financial statement for the funds of the Building Management Committee.

36.8 Additional Amounts Payable

If the amounts payable or paid into one or both of the funds are insufficient, the Building Management Committee can by notice require each Member to pay an additional amount to enable the Building Management Committee to carry out its obligations under this Statement and the Management Act.

36.9 Deposit of Moneys

The Building Management Committee must:

- (a) deposit all amounts received from Members into its administrative fund and sinking fund as applicable;
- (b) apply all amounts towards the payment of all invoices, statements and accounts of the Building Management Committee; and
- (c) if the deposit moneys accrue interest, credit the interest to the account of the Building Management Committee.

36.10 Dispute

- (a) If there is a dispute about the payment of an amount, before resolution of the dispute, each Member must pay the amounts advised.
- (b) After resolution of the dispute, the Building Management Committee must make an appropriate adjustment or payment.

36.11 Surplus Funds

The Building Management Committee may decide to distribute surplus funds to the Members by Unanimous Resolution (having regard to the proportions in which the Members contributed the surplus funds).

37. Books and Records

37.1 Obligations of the Building Management Committee

- (a) The Building Management Committee must:
 - (i) keep records and books of account of all the amounts payable and payments made under this Statement;

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- (ii) enter all matters and transactions usually entered in books of account kept by property managers;
 - (iii) keep a copy of this Statement;
 - (iv) keep copies of all agendas, motions and minutes;
 - (v) hold the executed agreement with the Administration Manager and Building Manager and any other agreements it has entered into in relation to Shared Facilities;
 - (vi) keep the details of Representatives and Substitute Representatives in accordance with **clause 3.3**;
 - (vii) keep audit reports and budgets;
 - (viii) keep notices served on the Building Management Committee and notices served by the Building Management Committee; and
 - (ix) keep Insurance records.
- (b) The Building Management Committee must retain all records, agreements and books of account for a period of six years.

37.2 Inspection of Books and Records

- (a) Members and persons authorised by Members may inspect the Building Management Committee's records by:
- (i) applying in writing to the Building Management Committee; and
 - (ii) paying the Building Management Committee a fee (determined by the Building Management Committee acting reasonably).
- (b) Copies may be taken by persons inspecting the records under **clause 37.2(a)** so long as the Building Management Committee is reimbursed for any costs incurred.

38. Insurances

38.1 Insurances

- (a) The Building Management Committee must:
- (i) effect building insurance in accordance with the Act;
 - (ii) effect machinery breakdown insurance for Shared Facilities (which are not covered under warranty);
 - (iii) effect public liability insurance for Shared Facilities; and
 - (iv) effect any other type of insurance which the Building Management Committee determines by Resolution (such as office bearers liability insurance or workers compensation insurance).

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- (b) Each Member must have a current public liability insurance policy at all times and, if requested, provide a current valid copy to the Building Management Committee.

38.2 Insurance Policies

The Building Management Committee must take out each policy:

- (a) in the joint names of each Member; and
- (b) if applicable, in the name of a mortgagee under a mortgage for that person's respective rights and interests.

38.3 Review Insurances

The Building Management Committee must:

- (a) review the Insurances at least once every 12 months;
- (b) have the Building valued for insurance purposes by a qualified valuer at least once every 24 months; and
- (c) immediately effect new insurance or adjust existing Insurances if there is an increase in or a new risk to the Building.

38.4 Payment of Premiums

The Building Management Committee must ensure that the Members pay the premiums in the proportions set out in Section 162 of the Management Act or as determined by the Tribunal under section 162(3) or 162(4) of the Management Act.

38.5 Affect Insurances

- (a) A Party must not at any time do anything that might:
 - (i) void or prejudice the Insurances; or
 - (ii) increase the Insurance premiums,
 except with the consent of the Building Management Committee.
- (b) If a Party does anything to increase an Insurance premium, the Member must pay the increased amount.

38.6 Exemption

- (a) The Developer may make an application under the Management Act for an exemption from the liability to effect building damage policy insurance in respect of any part of the Building that has not been completed and an occupation certificate issued at the date of registration of this Management Statement (on the condition that the Developer will effect insurances for those components of the Building during the Construction Period).

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- (b) A Party must provide consent, if required, and do all things reasonably necessary including signing all documents and passing all necessary resolutions to allow the Developer to lodge an application for exemptions as contemplated under this **clause 38.6**.
- (c) If the Developer obtains an order under the Management Act granting an exemption as contemplated in **clause 38.6(a)**, the Building Management Committee is not required to effect building damage policy insurance for those components of the Building the subject of the exemption during the period of the exemption.

38.7 Proceeds of Insurance

- (a) The Building Management Committee must:
 - (i) apply any payments received under any building policy for the Building to rebuild or reinstate the damaged part of parts of the Building; and
 - (ii) rebuild or reinstate the damaged parts of the Building within a reasonable time.
- (b) Each Member must apply any payments received under a building policy effected by the Building Management Committee to rebuild or reinstate the damaged area of the Building and rebuild or reinstate that part of the Building within a reasonable time.

39. Use by a Party of property

If a Party is permitted to occupy or use or have access to or from any part of another Party's property in the Buildings, that Party:

- (a) does so at its own risk; and
- (b) releases the other Party from any:
 - (i) claim and demand of any kind; and
 - (ii) liability which may arise from any accident or damage to property or
 - (iii) death of or injury to any person in or near that other Party's property or the Building, unless the damage, death or injury is caused by that Party.

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Part 8: GENERAL DISPUTES AND NOTICES

40. Disputes

40.1 Notice of Dispute

- (a) Members must endeavour in good faith to resolve a dispute about this Statement before they take action under this **clause 40**.
- (b) A Member may at any time notify the other Members of a dispute in connection with this Statement.
- (c) A notice advising of a dispute must:
 - (i) identify the subject matter of the dispute;
 - (ii) state the facts upon which the Member relies;
 - (iii) identify the provisions of this Statement relevant to the dispute;
 - (iv) have attached copies of all correspondence and background information relevant to the dispute in the possession or control of the Member giving the notice; and
 - (v) contain any particulars of the amount in dispute (if any).
- (d) Members must use all reasonable endeavours to resolve a dispute within 10 Business Days after a notice is served under **clause 40.1(c)**.
- (e) If the dispute is not resolved within 10 Business Days from the time of service of the notice referred to in **clause 40.1(b)**, a Member may by written notice request the Building Management Committee to convene a meeting to discuss whether to:
 - (i) refer the dispute to the Tribunal under the Management Act;
 - (ii) refer the dispute for mediation under the Management Act; or
 - (iii) if the dispute is not appropriate for mediation, apply for an order under the Management Act.

40.2 Appointment of an Expert

- (a) If the meeting decides not to refer the dispute for mediation or apply for an order or makes no decision, a Member may within a period of five Business Days from the meeting, submit the dispute for decision by an Expert.
- (b) If each Member cannot agree to and jointly appoint an Expert, any of them may request the President of the Law Society of New South Wales to appoint an appropriate Expert given the nature and subject of the dispute.
- (c) The Expert acts as an expert and not as an arbitrator.

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- (d) Except as to matters of Law and a dispute over an amount in excess of \$200,000.00, the Expert's decision including any decision about an expense arising from the dispute, is final and binding on each Member.
- (e) The appointment must require the Expert to make a decision within 20 Business Days of the appointment.
- (f) The Expert may appoint consultants as the Expert thinks necessary to advise on any aspect of the dispute.
- (g) Each Member may make written submissions to the Expert about the dispute and costs.

40.3 Submission to Expert

- (a) If a Member makes a submission, that Member must:
 - (i) submit it within 10 Business Days of the appointment of the Expert; and
 - (ii) provide the other Members with a copy of submissions within 24 hours of submission to the Expert.
- (b) A Member who makes a submission must:
 - (i) co-operate with the Expert; and
 - (ii) as required by the Expert, promptly provide the Expert with information in the possession or control of that person and relevant to the matter to be determined.
- (c) **Clause 40.3(b)** does not apply if the information would be subject to a claim for privilege if the matter were the subject of legal proceedings.
- (d) Within 20 Business Days of the Expert's appointment, the Expert must determine the matters in dispute having regard to the written submissions, this Statement and the Expert's own enquiries.

40.4 Expert's Determination

The Expert must:

- (a) give reasons for the determination; and
- (b) determine how the cost of any determination is paid.

40.5 Commencement of Action

- (a) A Member is only entitled to commence or maintain an action, either by way of legal proceedings or arbitration for a dispute if that person has first referred the dispute for determination under this **clause 40**.
- (b) When a dispute concerns a matter that falls within the jurisdiction of the Tribunal, legal proceedings must, in the first instance, be commenced in the Tribunal.

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41. Notices and Service

41.1 Notices

- (a) A notice or communication under this Statement must be in writing in English.
- (b) A notice or communication under this Statement may be given:
 - (i) by hand;
 - (ii) by facsimile transmission;
 - (iii) by email (but only to an email address provided by the recipient for the purposes of this clause); or
 - (iv) by security post.
- (c) A notice is deemed to be given:
 - (i) if sent by hand, at the time of delivery;
 - (ii) if sent by email, at the time a delivery confirmation report is received by the sender, which records the time that the email was delivered to the addressees last notified email address and is prima facie evidence of its receipt by the addressee; and
 - (iii) if sent by security post, at the time that the recipient or its agent acknowledges receipt.

41.2 Service by Email

Clause 41.1(c)(ii) does not apply if the sender receives a delivery failure notification, indicating that the electronic mail has not been delivered to the addressee.

41.3 Address

- (a) Each Member must address a notice to the Representative of a Member as notified under **clause 3.3(d)**.
- (b) Anything done by a Representative of a Member appointed to the Building Management Committee has the same effect as if the Member did it.

41.4 Notices to the Building Management Committee

A notice (or other document) may be served on the Building Management Committee in accordance with this **clause 41** to the Administration Manager appointed under **clause 6** or if no Administration Manager is appointed, the Chairperson.

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42. General

42.1 Waiver

A provision of or right created under this Statement may only be:

- (a) waived if the waiver is in writing and signed by the Member granting the waiver; or
- (b) varied if the variation is in writing and signed by each Member.

42.2 Exercise of a right

- (a) A Member may exercise a right:
 - (i) at the Member's discretion: and
 - (ii) separately or together with another right.
- (b) If a Member exercises a single right or only partially exercises a right, that Member may still exercise that right or any other right later.
- (c) If a Member fails to exercise a right or delays in exercising a right, that Member may still exercise that right later.

42.3 Severance

- (a) Subject to **clause 42.3(b)**:
 - (i) if a provision of this Statement is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;
 - (ii) if, despite **clause 42.3(a)(i)**, a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or
 - (iii) in any other case, the whole provision must be severed.
- (b) If an event under **clause 42.3(a)** occurs, the remainder of this Statement continues in full force and effect.

42.4 Consent

Subject to an express provision in this Statement, a Member may in the Member's absolute discretion:

- (a) give the Member's consent conditionally or unconditionally; or
- (b) withhold the Member's consent.

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42.5 Entire Statement

This Statement constitutes the entire agreement of each Member and supersedes all prior discussions, undertakings and agreements.

42.6 To the extent the Law permits

The terms of this Statement apply to the extent the Law permits.

42.7 Cumulative rights

A Member's rights under this Statement are in addition to the rights of the Members at Law.

42.8 Further assurances

Each Member at the Member's own expense must:

- (a) do everything reasonably necessary to give effect to:
 - (i) this Statement; and
 - (ii) the transactions contemplated by this Statement, including the execution of documents; and
- (b) make a reasonable effort to cause relevant third parties to do likewise.

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Part 9: BUILDING ARCHITECTURAL CODE

43. Overview

43.1 Preserving the theme

This Part controls and preserves the architectural essence and theme of the Building.

43.2 Architectural Code

The Building Management Committee must not amend, add to or cancel this Building Architectural Code without a Unanimous Resolution.

43.3 Complying with the Architectural Code

- (a) The Owners Corporations and Owners and Occupiers must comply on time and at its cost with obligations and the requirements under this Building Architectural Code including **clauses 46 to 49**.
- (b) The Developer is not required to comply with the Building Architectural Code.

43.4 Approving Building Works

- (a) Owners and Occupiers must obtain consent from:
 - (i) the Owners Corporation in the case of works to a Strata Lot or the Common Property; and
 - (ii) the Building Management Committee in the case of works to a Stratum Lot that is not subject to a By-law Instrument,
 before carrying out Building Works.
- (b) The Owners Corporation or Building Management Committee as the case may be must refuse consent if the proposed Building Works do not comply with the Building Architectural Code and/or By-law Instrument (as applicable).

43.5 Inconsistencies

- (a) If there is an inconsistency between this Statement and the Building Architectural Code, this Statement prevails.
- (b) If there is an inconsistency between the Building Architectural Code and the Architectural and Landscape Design Guidelines, the Architectural and Landscape Design Guidelines prevail.

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44. Shared Facility Works

If a Member, Owner or Occupier proposes to carry out works to the Shared Facilities, the Member, Owner or Occupier must obtain consent from the Building Management Committee before carrying out the works.

45. Works

45.1 Compliance

When carrying out any works to a Lot, a Member, Owner or Occupier must comply with:

- (a) this Statement and the Building Architectural Code;
- (b) any conditions imposed by the Building Management Committee under **clause 45.2**;
- (c) all consents and approvals granted by the relevant Authority; and
- (d) all Laws.

45.2 Works

- (a) Owners, Occupiers and Members of a Lot must not carry out any works to any external area or façade or structure within a Lot which substantially changes the external appearance, façade or structure of the Building, including any changes to or the erection of:
 - (i) the colour of any surface;
 - (ii) the type or quality of the materials used (unless such materials are of a higher quality);
 - (iii) the reflective nature of any surface;
 - (iv) the soundproofing qualities of any materials or surface;
 - (v) any sunscreen or sun shading device (including the erection of any awning, pergola, pagoda or the like);
 - (vi) the nature of any hard surface, paving or walkway (unless such materials are of a higher quality);
 - (vii) the nature of any soft surface or grassed area;
 - (viii) the landscaping of any outside areas (other than landscaping located within the Lots);
 - (ix) the external lighting; or
 - (x) satellite dishes, aerials or other communication devices (unless the satellite dish, aerial or communication device is installed in accordance with an easement),

unless the Owner, Occupier or Member has first obtained the consent of the Building Management Committee to undertake the works and otherwise complied with the provisions contained in the Building Architectural Code and this Statement.

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- (b) Owners, Occupiers and Members must, as far as is practicable, maintain the appearance of an external area, façade or structures on or within a Lot substantially in accordance with the appearance:

- (i) as at the time the of the issue of an occupation certificate for that part of the Lot; or
- (ii) previously approved by the Building Management Committee.

45.3 Slab

- (a) Any chasing or trenching the concrete slab is not permitted.
- (b) All slab penetrations are to be certified with a fire rating of no less than required by the applicable code and must be pre-approved by a structural engineer to ensure no damage occurs to post tension or conventional reinforcement that will affect the structural integrity of the slab. A certification from a suitably qualified engineer must be provided to the Building Management Committee prior to the commencement of any works.
- (c) No hot work is to be undertaken without the issue of a hot work permit by the Owners Corporation representative.

45.4 Minor Works

Clause 45.2 does not apply to Owners, Occupiers and Members carrying out minor repairs, maintenance, replacement or refurbishment works on a Lot.

46. Approvals

46.1 Obligations

Despite anything else in this Statement, a Member, Owner or Occupier must obtain all necessary approvals from all Authorities before a Member, Owner or Occupier carries out any works, erects signs or does anything else in a Lot (including works approved or for which approval is required under the Building Architectural Code).

46.2 Timing

A Member, Owner and Occupier may apply for approval from an Authority to carry out works only after the Member, Owner or Occupier has obtained any necessary approval from the Building Management Committee where required by this Statement.

47. Insurance

A Member, Owner or Occupier must ensure that all tradespeople who undertake any works on a Lot are adequately insured and comply with all applicable Laws.

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48. Building Standards

A Member, Owner or Occupier must ensure that all works undertaken to a Lot comply with Australian Standards, rules, regulations and other applicable Laws.

49. Fire Protection & Alarms

- (a) The location and number of smoke/fire detectors, EWIS speakers and/or exit and emergency lighting must comply with the Authorities' requirements, relevant Australian Standards and the insurers of the relevant Owner, Member and the Building Management Committee.
- (b) If the carrying out of works to a Lot by a Member, Owner or Occupier requires any alteration to be made or addition to the existing fire protection equipment, the cost of such alteration or addition will be borne by the relevant Member, Owner or Occupier.
- (c) A Member, Owner or Occupier is prohibited from carrying out work on the emergency or fire protection services which involves the isolation or disruption of the service without the approval of the Building Management Committee.
- (d) The Building Management Committee may, in its discretion, determine the period for a shutdown of services.
- (e) Any changes, modifications or additions to the base building fire protection systems shall be carried out by the base building qualified contractor.
- (f) On completion of the works described in **clause 49(e)**, the fire protection systems must be tested and certified as complying with the relevant Australian Standards and Authority requirements.

49.2 Alarms

A Member, Owner or Occupier may install a security alarm in a Lot without consent from the Building Management Committee if:

- (a) the alarm is a "back to base" facility;
- (b) the alarm is silent;
- (c) the alarm does not have flashing lights;
- (d) the installation is not attached to or interferes with the Common Property (for example, is not attached to the ceiling of a balcony); and
- (e) the installation is not attached to or interferes with a Shared Facility.

49.3 Obtaining consent to install an alarm

If the installation of a security alarm is attached to or interferes with a Shared Facility, the Member, Owner or Occupier must obtain consent from the Building Management Committee before the installation of the alarm.

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49.4 Other security devices

A Member, Owner or Occupier must have consent from the Building Management Committee to install any type of security device not contemplated by this **clause 49**. The Building Management Committee will generally consent to the installation of other security devices if:

- (a) the device is in keeping with the appearance of the Building; and
- (b) the device is not likely to cause a nuisance to or interfere with the enjoyment of a Member, Owner or Occupier.

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Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation Mirvac Projects (Retail and Commercial) Pty Limited

Authority Power of Attorney – Book [INSERT] No. [INSERT]

Signature of authorised person

Signature of authorised person

Name of authorised person

Name of authorised person

Office held

Office held

I certify that the person(s) signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of Witness

Signature of Witness

Name of Witness

Name of Witness

Address of Witness

Address of Witness

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Schedule 1 – Shared Facilities Schedule

draft

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Description	Plan Ref.	Location within the Precinct	Description / Purpose	Use	Calculation of percentage based on anticipated use	Lot 2	Lot 3	Lot 4	Lot 5
Management fees and Administration Expenses									
Administration Management Fees (strata manager) Including Postage and Stationery		All of Precinct	For services carried out under the SMS.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Accounting, Audit and Bank Charges		All of Precinct	Production and audit of accounts, production of levies and payment of accounts.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Taxation		All of Precinct	Preparation and lodgement.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Management Fee (Building Manager)		All of Precinct	For services carried out under the SMS.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Services Contractor (if appointed)		All of Precinct	Compliance with statutory obligations -OH&S etc. including engagement of contractor / consultant for emergency evacuation requirements and providing advice on shared facilities e.g. structural condition reporting, etc.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Legal Fees		All of Precinct	To manage the obligations of the BMC.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Valuation Experts		All of Precinct	To cover obligations of the Strata Management Statement.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Insurances		All of Precinct	Insurances for all buildings and other statutory obligations.	All members	In accordance with Strata Management Statement and Management Act	TBC	TBC	TBC	TBC
General									
General Consultants		All of Precinct	Engagement of any consultants for professional services	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC

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Description	Plan Ref.	Location within the Precinct	Description / Purpose	Use	Calculation of percentage based on anticipated use	Lot 2	Lot 3	Lot 4	Lot 5
			relating to Shared Facilities not noted elsewhere.						
Cleaning		All of Precinct	Cleaning of Shared Facilities.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Security		All of Precinct	Security of Shared Facilities.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Pest Control Contracts		All of Precinct	To prevent infestation from vermin and pests.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Shared Building Elements - Operation, Cleaning, Repairs, Maintenance and Replacement									
Car Park and Associated Shared Access Corridors and Driveway		Throughout basement and part levels 4, 3, 2, 1, and G.	Residential parking, visitor parking, service and loading facilities.	All members	Based on use (% of basement car parks / total basement car parks at registration)	TBC	TBC	TBC	TBC
Loading Dock	LD	Basement Level 4, Building D	Loading and unloading of vehicles, waste collection, service vehicle parking	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Waste Holding Room and Bulky Goods Room	BG / WH	Basement Level 4, Building D	Temporary storage of residential waste and residential bulky waste for collection.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Basement Storage Areas	ST	Basement Level 4, Building D	Storage areas.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Bin Tug	BT	Basement Level 4, Building D	Bin tug to move bins from individual building garbage rooms to waste holding room.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC

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Description	Plan Ref.	Location within the Precinct	Description / Purpose	Use	Calculation of percentage based on anticipated use	Lot 2	Lot 3	Lot 4	Lot 5
Car Park Entry Gates and Intercom		Basement Levels 4 and 1	Security control of basement.	All members	Based on use (% of basement car parks / total basement car parks at registration)	TBC	TBC	TBC	TBC
Visitor Car Parking (within basement)		Basement Level 4 and Basement Level 1	Residential visitor car parking spaces within basement	All members	Based on use (% of basement car parks / total basement car parks at registration)	TBC	TBC	TBC	TBC
Service Vehicle Parking (within basement)		Basement Level 4, Building D	Service vehicle parking spaces within basement	All members	Based on use (% of basement car parks / total basement car parks at registration)	TBC	TBC	TBC	TBC
Motorbike Parking	MB	Throughout basement and part levels 4, 3, 2, 1, and G.	Residential motorbike parking	All members	Based on use (% of basement car parks / total basement car parks at registration)	TBC	TBC	TBC	TBC
Residential Car Wash Bays	CW1 & CW2	Basement Level 4, Building Cand Basement Level 1, Building A	Residential car wash bays	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Building Manager	BM	Basement Level 3, Building D	Building manager's office.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC

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Description	Plan Ref.	Location within the Precinct	Description / Purpose	Use	Calculation of percentage based on anticipated use	Lot 2	Lot 3	Lot 4	Lot 5
Cleaner's Room	CL	Basement Level 3, Building D	Cleaner's room for storage of materials.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
General Shared Plant Rooms and Shared Storage Areas		Throughout basement and part levels 4, 3, 2, 1, and G.	For housing general storage and plant and equipment.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Basement Drainage		Throughout basement and part levels 4, 3, 2, 1, and G.	Basement drainage	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Roof Top Photovoltaic Cells		Rooftop of Buildings A, B, C, D	Maintenance, repair and replacement of rooftop photovoltaic cells located on building A, B, C, D rooftops.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Accessible Toilets	AC	Basement Level 3, Building D and ground floor of Building B.	Maintenance, repair and replacement.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Private Landscaping and Irrigation		All private landscaped areas not accessible by the general public located within the Building boundaries.	All private hard and softscape landscaping and irrigation.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC

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Description	Plan Ref.	Location within the Precinct	Description / Purpose	Use	Calculation of percentage based on anticipated use	Lot 2	Lot 3	Lot 4	Lot 5
Publicly Accessible Landscaped Areas		All publicly accessible landscaped areas, excluding privately-owned landscaped areas, and publicly-accessible roads.	All publicly accessible hard and softscape landscaping and irrigation.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Compost Bins		Building A		All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
General Repairs and Maintenance		All of Precinct	General repairs and maintenance for shared areas not covered by other items, e.g. painting of doors, installation of notice boards, etc.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Capital Works Fund		All of Precinct	Capital works fund for shared facilities.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Location and Directional Signage		All of Precinct	General signage requirements throughout the site including installation and maintenance.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Resident Lounge		Ground floor of Building B	Resident amenities including shared lobby space, kitchen, private dining space, meeting room, and work from home spaces	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Retaining Walls		Retaining walls within the Building boundaries	Maintenance, repair and replacement.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC

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Description	Plan Ref.	Location within the Precinct	Description / Purpose	Use	Calculation of percentage based on anticipated use	Lot 2	Lot 3	Lot 4	Lot 5
		including parts that extend into community property.							
Electrical System - Operation, Cleaning, Repairs, Maintenance and Replacement									
Main Switch Rooms	SR1	Basement Level 3, Building D Basement Level 2, Building B	Housing main switchboard and electrical services.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Main Switch Board	SR1	Main switch room	Main switchboard and electrical services to distribute electricity to buildings	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Electrical Cupboards		Throughout basement and part levels 4, 3, 2, 1, and ground.		All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Electrical Cupboards - EV Provision		Throughout basement and part levels 4, 3, 2, 1, and ground.		All members	Based on use (% of basement car parks / total basement car parks at registration)	TBC	TBC	TBC	TBC
Lighting Control System (car park)		Throughout basement and part levels 4,	Illumination of car park and lighting control systems.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC

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Description	Plan Ref.	Location within the Precinct	Description / Purpose	Use	Calculation of percentage based on anticipated use	Lot 2	Lot 3	Lot 4	Lot 5
		3, 2, 1, and ground.							
Communications Room		Basement Level 3, below Building D	Main communications distribution room.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
MATV and PAYTV System	AN	Rooftop of Building A	Receive and distribute TV and Pay TV signals.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
CCTV Security System		Various	Building security and remote monitoring systems.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Access Control and Intercom System		All of Precinct	Backbone infrastructure, access control stations and building entry points (not including handsets within lots)	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
External Lighting		All of Precinct	Lighting of public domain, landscaping and shared access way areas inside the boundary.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Hydraulic Systems - Repair & Maintenance									
Common Cold Water Pumps and Meters		All of Precinct	Provide water pressure to the development and housing of common and retail water meters	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Central Hot Water Plant		Basement Level 3, Building D	Supplies hot water to individual apartments via individual meters	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Sewerage System (incl pipes, pits pumps, pump controls etc)		All of Precinct	Conveying sewerage to the public sewer system	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Stormwater System (incl pipes, pits, pumps, controls, onsite detention		All of Precinct	Conveying stormwater to the detention tank and thence to public system	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC

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Description	Plan Ref.	Location within the Precinct	Description / Purpose	Use	Calculation of percentage based on anticipated use	Lot 2	Lot 3	Lot 4	Lot 5
system, perimeter drainage, and filtration)									
Incoming Potable Water		All of Precinct	Pipework and valve sets from lot boundary to Master meters	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Non-Potable Water System		All of Precinct	Collection, distribution, treatment & reuse of recycled water to the car wash bays and landscape irrigation.	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Water Usage for Shared Areas		All of Precinct	Water supply costs for shared areas e.g. bathrooms, landscaping (in addition to non-potable water) etc	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Rainwater Tanks	RW1 & RW2	Basement Level 4, Building D and Basement Level 2, Building B	Storage of onsite collected rainwater	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Fire Protection System - Repair & Maintenance									
Fire Pump and Valve Room		Basement Level 4, Building D	House fire fighting equipment	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Combined Hydrant and Sprinkler System		All of Precinct	Fire fighting	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Fire Safety Device (including pump and valve room, extinguishers, fire doors,		All of Precinct	Fire fighting	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC

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Registered:	Office Use Only	Office Use Only

Description	Plan Ref.	Location within the Precinct	Description / Purpose	Use	Calculation of percentage based on anticipated use	Lot 2	Lot 3	Lot 4	Lot 5
hose reels and fire certification).									
Fire Electrical Systems (including reticulation and sensing devices, fire indicator panels, fire fan control panel, EWIS and all associated equipment within FIP and distributed over the buildings)		All of Precinct	Fire detection, warning and evacuation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Fire Stair 1 - Building D	FD1	Building D	Fire evacuation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Fire Stair 2 - Building D	FD2	Building D	Fire evacuation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Fire Stair 1 - Building C	FC1	Building C	Fire evacuation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Fire Stair 2 - Building C	FC2	Building C	Fire evacuation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Fire Stair 1 - Building B	FB1	Building B	Fire evacuation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Fire Stair 2 - Building B	FB2	Building B	Fire evacuation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Fire Stair 1 - Building A	FA1	Building A	Fire evacuation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Fire Stair 2 - Building A	FA2	Building A	Fire evacuation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Mechanical Systems - Repair & Maintenance									

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Description	Plan Ref.	Location within the Precinct	Description / Purpose	Use	Calculation of percentage based on anticipated use	Lot 2	Lot 3	Lot 4	Lot 5
Car Park Ventilation System		Throughout car park and supply and exhaust fan rooms.	Car park ventilation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Car Park Ventilation Jet Fans		Throughout carpark.	Car park ventilation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Carpark Supply Fan Room	CS	Ground floor of Building A	Car park ventilation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Carpark Exhaust Fan Room	CE	Basement Level 1, Building B	Car park ventilation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Fire Hydrant Booster Pump Ventilation Fan		Hydrant sprinkler pump room.	Plant room exhaust	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Loading Dock Ventilation System		Basement Level 4	Loading dock exhaust ventilation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Shared Bin Store Exhaust System		Basement Level 4	Garbage Room Ventilation	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Building Manager's Room Air Conditioning		Basement Level 4, Building D	Heating / Cooling	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Building Manager and Communications Room Ventilation System		Basement Level 4, Building D	Supply air fan	All members	% of Lot GFA/Total GFA	TBC	TBC	TBC	TBC
Utilities									

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		Registered:		Office Use Only		Office Use Only			
Description	Plan Ref.	Location within the Precinct	Description / Purpose	Use	Calculation of percentage based on anticipated use	Lot 2	Lot 3	Lot 4	Lot 5
All shared meters and their apportionment to be included.		TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC

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