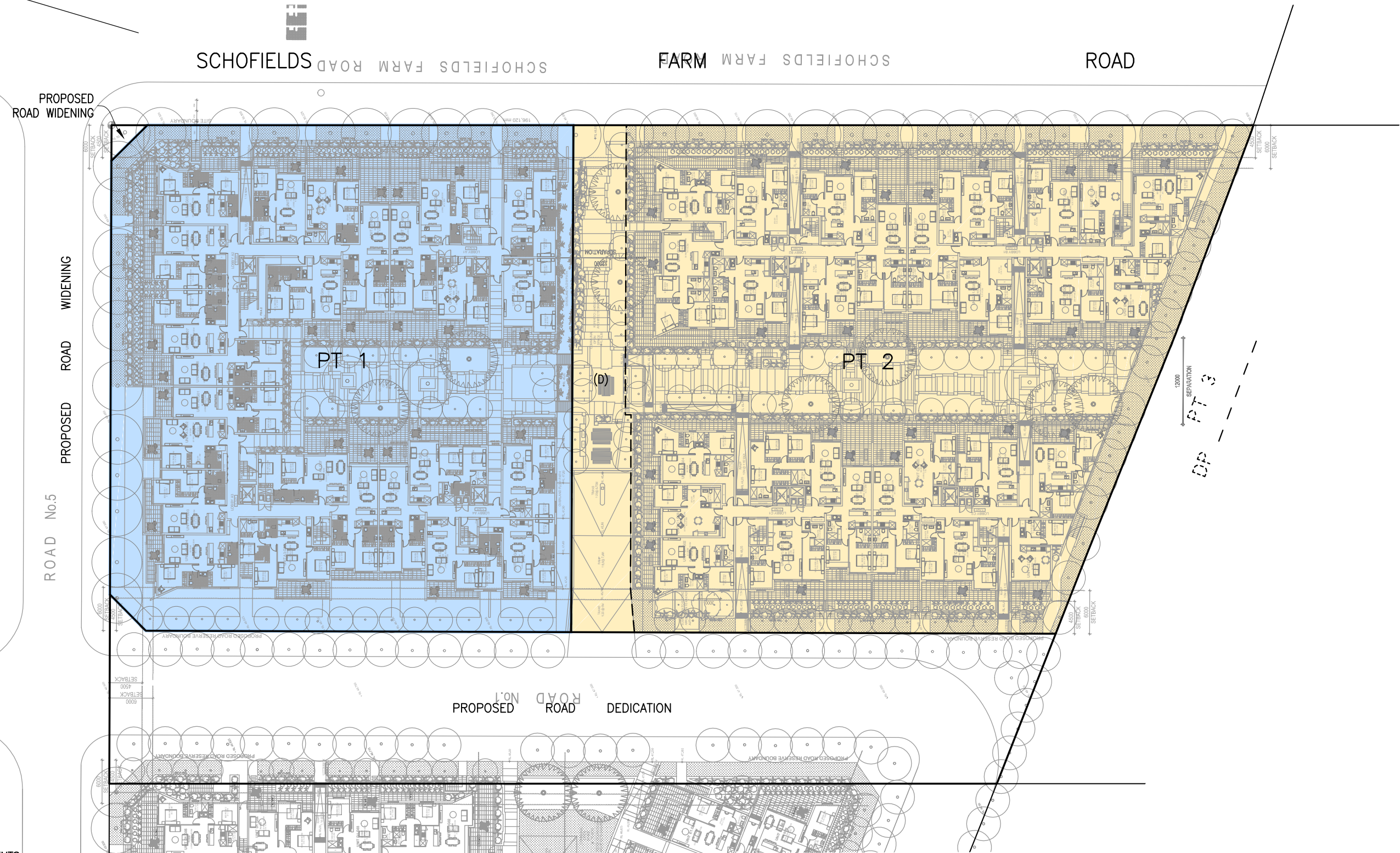
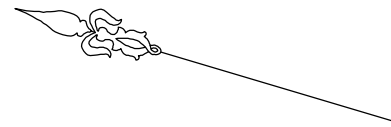


GROUND LEVEL

THIS PLAN IS BASED ON PLANS BY
PBD ARCHITECTS
DWG No.: DA1105 - BUILDING A GROUND FLOOR PLAN
RECEIVED: 17 JULY 2018

SCHEDULE OF STRATUM LOTS
 LOT 1 - 1A RESIDENTIAL
 LOT 2 - 1B RESIDENTIAL



PROPOSED EASEMENTS
 (D) - EASEMENT FOR LIGHT AND AIR (D)

DIMENSIONS AND AREAS SUBJECT TO FINAL SURVEY

SCHEDULE OF WHOLE OF LOT EASEMENTS
 EASEMENT FOR SUPPORT & SHELTER
 EASEMENT FOR SERVICES
 EASEMENT FOR EMERGENCY EGRESS
 EASEMENT TO ACCESS SHARED FACILITIES

Surveyor: MARK JOHN ANDREW
 Date of Survey:
 Surveyor's Ref: 161215 DSUB MS

PLAN OF PROPOSED SUBDIVISION OF
 LOTS 1 & 2 IN DP _____

LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Subdivision No:
 Lengths are in metres. Reduction Ratio 1:400(A2)

REGISTERED
CONTRACT PLAN
 Plan compiled from
 architectural CAD data.
 Plan is subject to final
 survey after completion
 of construction.

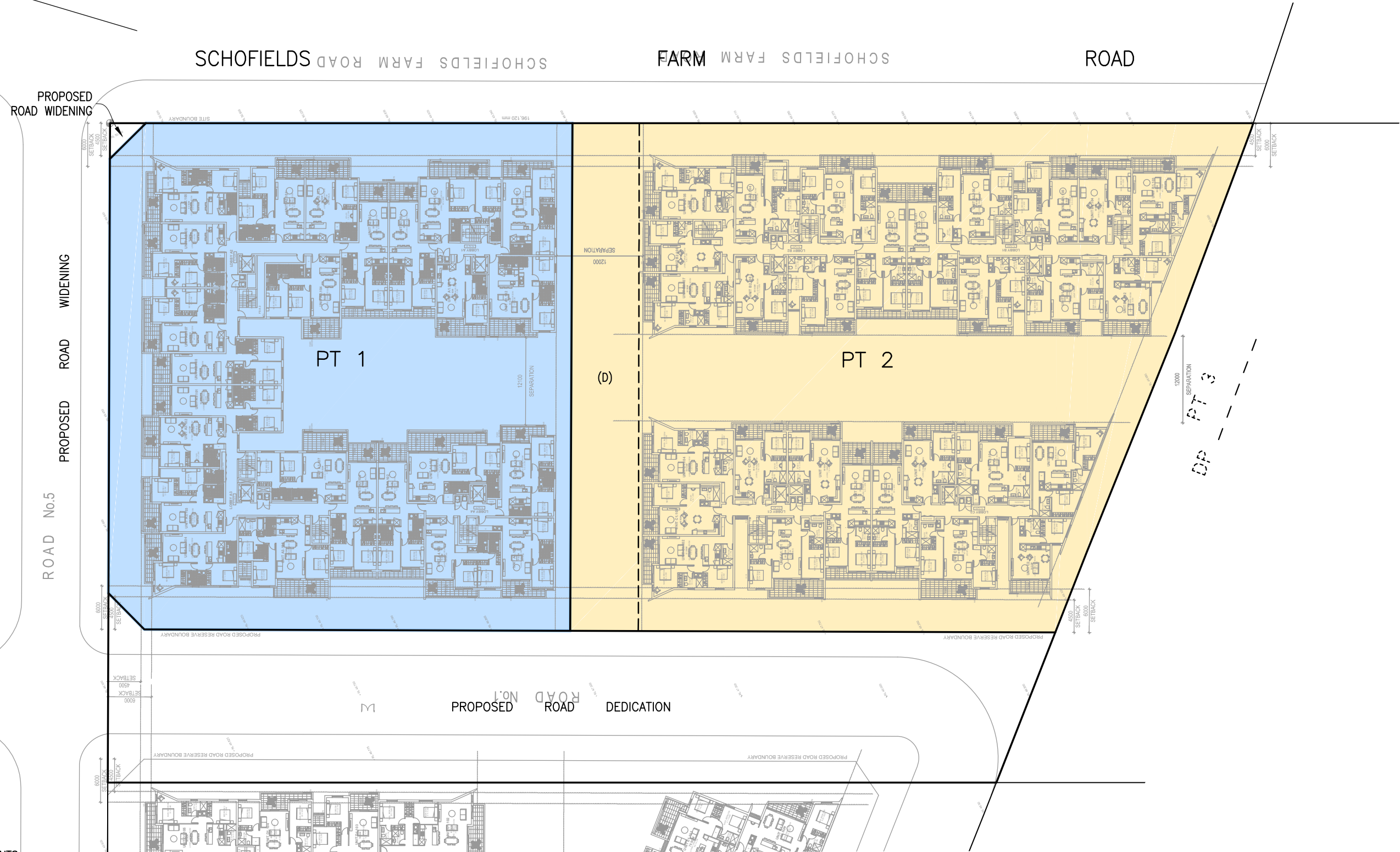
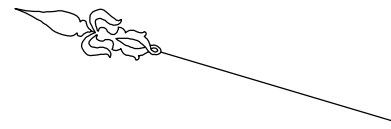
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 ISSUE 1

LEVEL 1 & ABOVE

THIS PLAN IS BASED ON PLANS BY
PBD ARCHITECTS
DWG No.: DA1106 - BUILDING A TYPICAL FLOOR PLAN
RECEIVED: 17 JULY 2018

SCHEDULE OF STRATUM LOTS

- LOT 1 - 1A RESIDENTIAL
- LOT 2 - 1B RESIDENTIAL



PROPOSED EASEMENTS

(D) - EASEMENT FOR LIGHT AND AIR (D)

DIMENSIONS AND AREAS SUBJECT TO FINAL SURVEY

SCHEDULE OF WHOLE OF LOT

- EASEMENT FOR SUPPORT & SHELTER
- EASEMENT FOR SERVICES
- EASEMENT FOR EMERGENCY EGRESS
- EASEMENT TO ACCESS SHARED FACILITIES

Surveyor: MARK JOHN ANDREW
 Date of Survey:
 Surveyor's Ref: 161215 DSUB MS

PLAN OF PROPOSED SUBDIVISION OF
 LOTS 1 & 2 IN DP _____

LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Subdivision No:
 Lengths are in metres. Reduction Ratio 1:400(A2)

REGISTERED
CONTRACT PLAN
 Plan compiled from
 architectural CAD data.
 Plan is subject to final
 survey after completion
 of construction.

DRAFT
 PRINTED 14 AUG 2018
 ISSUE 1

Kew Schofields

Strata Management Statement

Note:

This statement has effect as an agreement under seal binding:

- (i) each owner for the time being of any part of the Building or its Site; and
- (ii) a mortgagee in possession or lessee of any such part of the Building or its Site.

Ref MMD:KG:615884

Doc ID 575572513/v1

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Strata Management Statement for Kew Schofields, 27 Schofields Road, Schofields

Part 1 Kew Schofields, 27 Schofields Road, Schofields and the Strata Management Statement

1. Introduction

1.1 Management of the building

A Strata management statement is a set of rules that regulate the management and operation of a building where part of the building is subdivided by a strata scheme or schemes. These types of strata schemes are called 'part building strata schemes'. The Strata Scheme at Kew Schofields is a part building strata scheme. This management statement regulates the management and operation of Kew Schofields through the Rules contained in this management statement and by the activities of the Committee.

1.2 What are the different components in Kew Schofields?

Kew Schofields has two distinct components. They are:

Component	Description	Member
Lot [] Residential	A strata scheme comprising of approximately 119 strata lots (being apartments and associated car parking and where applicable, storage).	Residential Owners Corporation 1
Lot [] Residential	A strata scheme comprising of approximately 138 strata lots (being apartments and associated car parking and where applicable, storage).	Residential Owners Corporation 2

1.3 Effect of this management statement

This management statement has effect as an agreement under seal.

1.4 **How to amend this management statement**

The Committee may amend, modify, add to or repeal all of parts of this management statement only by Majority Resolution.

1.5 **Compliance**

Persons who must comply with this management statement are Owners and Occupiers of the Lots.

1.6 **Obligations for Occupiers**

If you are an Owner, you must include in any lease or other agreement for the use and occupation of your Lot provisions requiring the Occupiers of the Lot to refrain from breaching this management statement.

1.7 **Obligations for others**

You must not do anything to prevent another person from complying with this management statement or allow another person to do anything which you cannot do under this management statement.

1.8 **Obligations for visitors**

You must

- (a) take all reasonable actions to ensure that your visitors refrain from breaching this management statement; and
- (b) make your visitors leave Kew Schofields if they do not refrain from breaching this management statement.

1.9 **By-laws for Strata Schemes**

The by-laws for Strata Schemes may contain obligations which the Owners and Occupiers of Strata Lots must comply in addition to their obligations under this management statement.

2. **Management structure for Kew Schofields**

Under the Development Act, a building management committee manages a building containing a part building strata scheme (or schemes). The members of a building management committee are the owners corporation and owners of stratum lots (ie. a lot in the building which has not been subdivided by a strata plan).

2.1 Management structure

The Committee is responsible for operating and managing Kew Schofields on behalf of the Members. Each Member is a member of the Committee. Each Member appoints a Representative to attend and vote for them at Meetings.

2.2 Who assists the Committee perform its functions?

The Committee has the power to appoint various persons to assist it to perform its functions. For example, the Committee may:

- (a) appoint a Strata Manager to assist in the management of Kew Schofields and perform secretarial and financial functions; and
- (b) appoint a Facilities Manager to assist in the operation and maintenance of Shared Facilities; and
- (c) enter into contracts with various Service Contractors for the operation, maintenance, repair and replacement of Shared Facilities.

Part 2 Rights and obligations of the Committee

3. The Committee

3.1 Establishing the Committee

The Members must establish the Committee within one month after this management statement is registered and always have a Committee.

3.2 Members of the Committee

The Members of the Committee are:

- (a) the Lot [] Residential Owner's Corporation; and
- (b) the Lot [] Residential Owner's Corporation; and

3.3 New Members

New Members of the Committee are created when a Stratum Lot is subdivided by a Subdivision Plan. The new Members:

- (a) for a Stratum Lot created by a Subdivision Plan is the owner of the new Stratum Lot; and
- (b) for a Strata Scheme created by a Strata Plan is the owners corporation for the Strata Scheme.

4. Functions and powers of the Committee

4.1 Functions and powers

In addition to its functions and powers elsewhere in this management statement, the functions and powers of the Committee are to:

- (a) comply with its obligations and perform its functions according to the Management Act, the Development Act, this management statement and the Easements;
- (b) make decisions about the matters in this management statement;
- (c) convene and hold Meetings and Emergency Meetings;
- (d) determine Administrative Fund contributions and the Sinking Fund contributions to meet the costs for performing the functions and complying, with the obligations of the Committee;
- (e) operate, maintain, renew and replace Shared Facilities;
- (f) deal with and make decisions about Shared Facilities;
- (g) appoint and contract with Service Contractors to provide operational, maintenance, renewal and replacement services to Shared Facilities;
- (h) effect insurances according to the Management Act and this management statement;
- (i) monitor the performance by Members, Owners and Occupiers of their obligations under the Management Act, the Development Act and this management statement;
- (j) monitor the performance of the Strata Manager;
- (k) monitor the performance of the Facilities Manager;
- (l) monitor the performance of Service Contractors;
- (m) accept, process and make decisions about applications according to Part 8; and
- (n) perform ancillary functions necessary to carry out the functions and perform the obligations of the Committee.

4.2 How to make decisions

The Committee may make decisions only according to this management statement and at a properly convened Meeting or Emergency Meeting and by Resolution or, subject to the Management Act, Majority Resolution.

4.3 Power to contract and make appointments

Subject to this clause 4, the Committee has the power to:

- (a) enter into and terminate contracts or other arrangements with Service Contractors to assist the Committee perform its functions and comply with its obligations; and
- (b) appoint consultants and experts to advise and assist the Committee in the administration and performance of its functions and the compliance with its obligations.

4.4 Agents

The Committee may appoint persons (eg. a Member or a Strata Manager) to act as its agent to enter into contracts or other arrangements on its behalf and on behalf of each Member.

4.5 Making Rules

The Committee may make Rules to assist in the proper management, operation, maintenance and control of Kew Schofields.

4.6 Consistency of Rules

Rules must be consistent with this management statement, if a Rule is inconsistent with this management statement, the management statement prevails to the extent of the inconsistency.

4.7 Effect of Rules

A Rule made by the Committee applies as though it is set out in full in this management statement.

5. Officers of the Committee

5.1 What Officers must the Committee appoint?

The Committee must appoint the Officers.

5.2 Eligibility for election

An Officer must be a Representative, a Substitute Representative or the Strata Manager.

5.3 Appointment to more than one position

The Committee may appoint a Representative, a Substitute Representative or the Strata Manager to one or more of the offices of Secretary, Treasurer or Chairperson.

5.4 Procedure for appointing Officers

The Committee must appoint its Officers within one month after this management statement is registered.

5.5 Replacement Officers

The Committee:

- (a) may appoint replacement Officers at any time; and
- (b) must immediately appoint a replacement Officer if an existing Officer vacates their position as an Officer.

5.6 Vacating the position of an Officer

An Officer vacates their position as an Officer if:

- (a) they cease to be a Representative, a Substitute Representative or the Strata Manager;
- (b) the Committee dismisses them from their position;
- (c) the Committee appoints a replacement Officer to fill their position: or
- (d) the Officer resigns in writing from their position. The Officer must serve notice on the Committee of their resignation and the date from which their resignation will become effective.

6. Functions of Officers

6.1 Exercising functions

An Officer must perform their functions according to this management statement, the Management Act, the Development Act and the directions of the Committee.

6.2 The Secretary

In addition to the functions elsewhere in this management statement, the functions of the Secretary are to:

- (a) convene Meetings and Emergency Meetings;
- (b) prepare and distribute notices, agendas and minutes for Meetings and Emergency Meetings;
- (c) serve notices for the Committee;
- (d) answer communications sent to the Committee;
- (e) perform administrative and secretarial functions for the Committee;
- (f) keep records (other than records which the Treasurer must keep) for the Committee according to this management statement and the Management Act; and

- (g) make the books and records of the Committee available for inspection according to clause 10.

6.3 The Treasurer

In addition to the functions elsewhere in this management statement, the functions of the Treasurer are to:

- (a) prepare Budgets for the Administrative Fund and Sinking Fund;
- (b) prepare Outstanding Levy Certificates;
- (c) prepare (or arrange for the preparation of) financial statements;
- (d) prepare (or arrange for the preparation of) audit reports;
- (e) send notices of Administrative Fund and Sinking Fund contributions to Members;
- (f) collect contributions from Members;
- (g) receive, acknowledge, bank and account for contributions and other money paid to the Committee;
- (h) pay accounts; and
- (i) keep accounting records for the Committee.

6.4 The Chairperson

The function of the Chairperson is to preside at each Meeting and Emergency Meeting at which the Chairperson is present. If the Chairperson does not attend a Meeting or an Emergency Meeting, the persons present at the Meeting may appoint another Representative, Substitute Representative or the Strata Manager at that Meeting only.

7. Appointing a Strata Manager

7.1 Purpose of the agreement

The Committee has the power to appoint and enter into agreements with a Strata Manager to assist the Committee perform its functions and, in particular, perform secretarial and financial functions.

7.2 Qualifications of the Strata Manager

The Strata Manager must have the licences required by law to be a strata managing agent.

7.3 Delegation of functions

Subject to this clause 7, the Committee may delegate to the Strata Manager some of the functions of the Committee and the Officers.

7.4 What functions may not be delegated?

The Committee must not delegate these functions to the Strata Manager:

- (a) the function to delegate functions of the Committee or the Officers;
- (b) functions which the Committee may exercise only by, subject to the Management Act, Majority Resolution;
- (c) the function to determine Administrative Fund and Sinking Fund contributions; or
- (d) functions which the Committee decides by, subject to the Management Act, Majority Resolution may be performed only by the Committee.

7.5 Form of agreement

An agreement between the Committee and the Strata Manager must:

- (a) be in writing and be signed by each Member (or a person appointed by the Committee under clause 4.3) and the Strata Manager;
- (b) reserve the power for the Committee and the Officers to continue to exercise the functions which the Committee has delegated to the Strata Manager;
- (c) allow the Strata Manager to terminate the agreement as their strata managing agent; and
- (d) contain provisions about the rights of the Committee and the Strata Manager to terminate the agreement early if a party does not perform their obligations under the agreement.

7.6 Term of the appointment

The initial term of the agreement under this clause 7 must not exceed two years (or such lesser term as may be prescribed by law). The term of a new agreement may be for the period determined by the Committee (acting reasonably).

7.7 Remuneration

The remuneration of the Strata Manager for the initial agreement (and for any new agreements) may be the amount determined by the Committee (acting reasonably).

7.8 Duties

The duties of the Strata Manager under the agreement may include performing the functions of the Officers and doing anything else that the Committee agrees is necessary for the operation and management of Kew Schofields.

8. Appointing a Facilities Manager

8.1 Purpose of the agreement

The Committee has the power to appoint and enter into agreements with a Facilities Manager which has experience in managing properties to provide operational and management services for Kew Schofields and, in particular, Shared Facilities.

8.2 Services to Committee and Members

The Facilities Manager may provide:

- (a) services to the Committee which Members must pay for according to the Shared Facilities list to be determined in accordance with clause 42.1; and
- (b) services for individual Members (at the request of the Member) which must be paid for or reimbursed to the Facilities Manager by those Members.

8.3 Form of agreement

Subject to the law, an agreement between the Committee and the Facilities Manager must:

- (a) be in writing and be signed by each Member (or a person appointed by the Committee under clause 4.3) and the Facilities Manager;
- (b) allow the Facilities Manager to terminate the agreement as their building manager; and
- (c) contain provisions about the rights of the Committee and the Facilities Manager to terminate the agreement early if a party does not perform their obligations under the agreement.

8.4 Term of the appointment

The term of the initial agreement under this clause 8 must not exceed two years (or such lesser maximum term as may be prescribed by law). The term of a new agreement may be for the period determined by the Committee (acting reasonably) but, in any event, should not exceed the maximum period permitted by law.

8.5 Remuneration

The remuneration of the Facilities Manager may be the amount determined by the Committee (acting reasonably).

8.6 Duties

The duties of the Facilities Manager under an agreement may include:

- (a) managing the operation, maintenance, repair and replacement of Shared Facilities;
- (b) supervising contracts entered into by the Committee or by the Facilities Manager on behalf of the Committee and, in particular, contracts for garbage and waste removal, security and fire services; and
- (c) doing anything else which the Committee considers is necessary for the operation and management of Shared Facilities and Kew Schofields.

8.7 Member Services

Under an agreement, the Facilities Manager may provide services to Members, Owners and Occupiers on the terms, and for the cost, agreed between the parties.

9. Insurance requirements

9.1 Statutory insurance

The Committee must effect building insurance for Kew Schofields in accordance with the Management Act.

9.2 Required insurances

In addition to its statutory obligation to effect building insurance, the Committee must also:

- (a) effect machinery breakdown insurance for Shared Facilities plant and equipment which is not covered under warranty;
- (b) effect public liability insurance for Shared Facilities for a cover of not less than the amount prescribed by section 87 of the Management Act for a public liability policy effected by an Owners Corporation;
- (c) effect workers compensation insurance if required by law; and
- (d) effect enough insurance cover to pay for increased costs during the period of insurance.

9.3 Optional insurances

The Committee may effect other types of insurance including office bearers liability insurance for its Officers.

9.4 **Valuations**

The Committee must have Kew Schofields (and separately each component listed in clause 1.2) valued for insurance purposes at least every three years. The valuation must be done by a qualified valuer or quantity surveyor who has a minimum of five years experience and experience in valuing for insurance purposes buildings like Kew Schofields.

9.5 **When to carry out the first valuation**

The Committee must have the first valuation carried out within six months after this management statement is registered.

9.6 **Amount of building insurance**

The Committee must insure Kew Schofields for the sum determined by the valuer or quantity surveyor (or a higher sum if reasonably determined by the Committee).

9.7 **Proceeds of building insurance claims:**

The Committee must:

- (a) apply any payments it receives under the building policy for Kew Schofields to rebuild or reinstate the damaged parts of Kew Schofields; and
- (b) rebuild or reinstate the damaged parts of Kew Schofields within a reasonable time.

See clause 20.5 regarding the obligations of Members if they receive a payment under the building policy for Kew Schofields.

9.8 **Regular review of insurances**

Each year the Committee must:

- (a) review its current insurance policies;
- (b) decide whether it needs new policies and, if so, effect those policies; and
- (c) decide whether it needs to adjust current policies and, if so, adjust those policies.

The Secretary must include a motion on the agenda for a Meeting to determine the matters in this clause 9.8

9.9 **Insuring for new risks**

The Committee must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Committee or Kew Schofields.

9.10 **Insurance records:**

The Committee must:

- (a) keep with its books and records all duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances it effects under this clause 9; and
- (b) provide a certificate of currency to each Member after it renews an existing policy, alters an existing, policy or effects a new policy.

10. Keeping books and records of the Committee

10.1 Obligations of the Committee

The Committee must keep books and records relating to the exercise of its functions and the operation, management and administration of Kew Schofields and Shared Facilities according to this clause.

10.2 Which books and records must the Committee keep?

Books and records which the Committee must keep include:

- (a) an up-to-date copy of this management statement;
- (b) its agreements with the Strata Manager, Facilities Manager and Service Contractors;
- (c) an up-to-date roll containing names, addresses and other contact details for each Member and their Representatives and Substitute Representatives;
- (d) Appointment Forms and Membership Forms;
- (e) notices and minutes of Meetings and Emergency Meetings;
- (f) Proxy Forms and voting papers for Meetings and Emergency Meetings;
- (g) financial statements;
- (h) copies of Outstanding Levy Certificates;
- (i) audit reports;
- (j) Budgets;
- (k) notices served on the Committee;
- (l) correspondence sent to and by the Committee;
- (m) insurance records including duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances;
- (n) drawings and plans submitted and approved by the Committee under Part 8; and
- (o) all other records relating to the administration and operation by the Committee of Kew Schofields.

10.3 How long are books and records kept?

The Committee must keep copies of its books and records for at least seven years from the date of the book or record.

10.4 Who is entitled to inspect the books and records?

You may inspect the books and records of the Committee if you are a Member or an Owner (or a person authorised in writing by them).

10.5 What is the procedure?

The procedure for inspecting the books and records of the Committee is:

- (a) the applicant must apply in writing, to the Secretary; and
- (b) the applicant must pay the Committee an inspection fee of \$250.00 for the first hour of the inspection and \$210.00 for each half hour after that (or other amounts the Management Act requires for the inspection of the books and records of an owners corporation).

10.6 Time for the inspection

The Secretary must allow an applicant to inspect its books and records within 10 Business Days after the applicant makes a written application and pays the inspection fee.

10.7 Taking copies of records

At the cost of the applicant, the applicant may take extracts from or copy the books and records. The applicant cannot remove the books and records unless the Committee agrees.

11. Power of the Committee to gain access to Shared Facilities, Lots and Common Property

11.1 General requirement

When the Committee exercises its rights to access parts of Kew Schofields, it must not interfere unreasonably with your lawful use of that area.

11.2 What are the powers of the Committee?

Subject to this clause 11, the Committee has the power to gain access to a Lot or Common Property in order to:

- (a) operate, inspect, test, treat, use, maintain, repair or replace Shared Facilities (eg. the integrated fire system for Kew Schofields or Fire Safety Devices); and
- (b) exercise its rights and comply with its obligations under this management statement.

11.3 Access requirements

To enable the Committee to exercise its powers under this clause 11 and subject to clause 11.4, you must give the Committee access to your:

- (a) Lot; and/or
- (b) Common Property,

by the most direct route or by the route nominated by the Committee (acting reasonably).

11.4 Notice requirements

The Committee must give you reasonable notice before it requires access to your part of Kew Schofields. However, in an emergency the Committee is not required to give you notice if it is not practicable to do so.

11.5 Paying costs

The Committee must pay the costs it incurs when it gains access to parts of Kew Schofields under this clause 11.

11.6 Rectifying damage

When it exercises its rights or complies with its obligations under this clause 11, the Committee must promptly rectify any damage it causes to Kew Schofields or compensate any Member for damage it causes to their part of Kew Schofields and leave the affected areas of Kew Schofields clean and tidy.

11.7 Interpreting this clause

In this clause 11, references to the Committee include persons authorised by the Committee and Service Contractors appointed by the Committee.

12. Rights of the Committee to do work in an emergency

12.1 What power does the Committee have?

In an emergency, the Committee may do anything in Kew Schofields which you should have done under this management statement but which, in the opinion of the Committee acting reasonably, you have not done or have not done properly. If practicable, the Committee must give you notice before it exercises its rights under this clause.

12.2 Entering parts of Kew Schofields

To exercise its rights under this clause, the Committee may enter the affected part of Kew Schofields and stay there for as long as necessary and do what is required to remedy the emergency.

12.3 **Costs**

If the Committee carries out work under this clause 12, you must pay its reasonable costs for carrying out the work you should have carried out under this management statement. The Committee must give you the information you reasonably require about the costs it has incurred.

12.4 **No Interference**

When the Committee exercises its right under this clause 12, it must not interfere unreasonably with your lawful use of Kew Schofields.

12.5 **Liability for Damages**

The Committee is not liable for damage arising out of exercising rights under this clause 12 (except for damage it causes maliciously or negligently).

12.6 **Interpreting this clause**

In this clause 12, references to the Committee include persons authorised by the Committee and Service Contractors appointment by the Committee.

13. **Power of the Committee to act on behalf of the Members**

13.1 **Acting as agent**

Each Member agrees that the Committee (or a person appointed by the Committee) may act as agent for all the Members and take legal proceedings about:

- (a) the failure of a Member to pay Administrative Fund or Sinking Fund contributions; and
- (b) the failure of a Member to comply with its obligations under this management statement and Owner or Occupier.

13.2 **Appointment as agent and attorney**

Each Member appoints the Committee as its agent and attorney to enable the Committee or a person appointed by the Committee to take any action authorised by Resolution or, subject to the Management Act, Majority Resolution.

13.3 **Legal proceedings by a Member**

This clause 13 does not prevent a Member from taking legal proceedings in its own name.

14. Consents by the Committee

14.1 How may consent be given?

The Committee may give consents under this management statement only at a Meeting or an Emergency Meeting.

14.2 Conditional consent

The Committee may make conditions if it grants consent under this management statement.

14.3 Revoking consent

The Committee may revoke its consent if the Member, Owner or Occupier to whom the consent was given does not comply with any conditions made by the Committee when it granted the consent.

14.4 Application of Part 8

This clause 14 is subject to any specific provisions regarding the consent of the Committee to an application for Works or further subdivisions as set out in Part 8.

Part 3 Rights and obligations of Members, Owners and Occupiers

15. What are the rights and obligations of Members?

15.1 General obligations

In addition to your obligations elsewhere in this management statement, if you are a Member you must:

- (a) promptly comply with your obligations under this management statement and the Management Act and the Development Act;
- (b) ensure, as far as is reasonable, that Kew Schofields is efficiently managed to a standard appropriate to its permitted uses;
- (c) promptly pay your Administrative Fund contributions and Sinking Fund contributions and other amounts you owe the Committee under this management statement;
- (d) effect and maintain the insurances required by the Management Act and this management statement;
- (e) ensure the Committee is properly constituted;
- (f) comply with decisions of the Committee;
- (g) comply with Easements and not do anything to interfere with a grantee or grantor exercising their rights under an Easement (or the Committee exercising those rights according to this management statement); and
- (h) comply with the Rules.

15.2 Voting rights

If you are a Member, you have the right to vote at Meetings and Emergency Meetings according to Part 4.

15.3 Shared Facilities

You must not interfere with Shared Facilities other than according to this management statement.

15.4 Maintenance requirements

Except for Shared Facilities and subject to this management statement, if you are a Member you must, at your cost:

- (a) maintain and keep in good repair the part of Kew Schofields which you own;

- (b) maintain and keep in good repair the facade and other external finishes, fixtures or fittings in the part of Kew Schofields which you own; and
- (c) maintain, inspect and operate plant and equipment owned or used exclusively by you to a standard recommended by the applicable Australian standard, or if there is no applicable Australian standard, to a reasonable standard.

15.5 Nature of obligations

You must act in good faith in your dealings with Members, Owners and Occupiers under this management statement and the Easements.

15.6 Damage

If you are a Member, you are liable for damage or loss you cause to each other Member, an Owner or an Occupier if you do or fail to do something under this management statement. However, your liability does not include damage or loss caused or contributed to by the Member, Owner or Occupier suffering the damage or loss. In this clause 15.6, a reference to a Member includes the Representative, Substitute Representative, contractors, employees and agents of the Member.

15.7 Upgrading and redevelopment

The Members acknowledge that, throughout the life of Kew Schofields, upgrading and redevelopment works may take place. The Members agree to act reasonably and not unreasonably withhold their consent if a proposal is made to upgrade or redevelop parts of Kew Schofields or any part or parts of it.

15.8 Structural adequacy

Members, Owners and Occupiers:

- (a) must maintain the structural adequacy of their part of Kew Schofields (unless the Committee is required to do so); and
- (b) must not do anything to affect the structural adequacy of Kew Schofields (or any part of it).

16. Appointing a Representative and a Substitute Representative

16.1 Appointment of Representatives

If you are a Member, you must appoint a Representative to represent and vote for you at Meetings and Emergency Meetings.

16.2 Appointment of Substitute Representatives

If you are a Member, you may appoint a Substitute Representative to represent you at Meetings and Emergency Meetings if your Representative cannot attend.

16.3 Eligibility for appointment

Representatives and Substitute Representatives must be natural persons.

16.4 Appointing a new Representative or Substitute Representative

If you are a Member, you may appoint a new Representative or Substitute Representative at any time.

16.5 Appointment Form

You must complete and serve on the Committee the Appointment Form if:

- (a) you appoint a Representative or a new Representative;
- (b) you appoint a Substitute Representative or a new Substitute Representative; or
- (c) the contact details for your Representative or Substitute Representative change.

16.6 When does an appointment become effective?

Your appointment of a Representative or Substitute Representative (or a new Representative or Substitute Representative) takes effect when the Committee receives a duly completed Appointment Form from you.

16.7 Proxies

You may authorise your Representative or Substitute Representative to appoint a proxy to represent and vote for you at Meetings and Emergency Meetings. In your Appointment Form, you must advise the Committee whether your Representative or Substitute Representative may appoint a proxy.

16.8 Acts by Representatives and Substitute Representatives

Anything done for you by your Representative or Substitute Representative has the same effect as if you did it.

17. What are the obligations of Owners and Occupiers?

In addition to your obligations elsewhere in this management statement, if you are an Owner or an Occupier you must:

- (a) promptly comply with your obligations under this management statement, the Management Act and the Development Act; and

- (b) comply with decisions of the Committee; and
- (c) comply with Easements; and
- (d) comply with the Rules.

18. Additional obligations for the Owner's Corporation

18.1 Notices of Meetings

Each Member which is an Owner's Corporation must give other Members notices of its general meetings and meetings of its executive committee as if business of the meeting involves this management statement or the other Members. The Member must give the notice at least 72 hours before the meeting is scheduled to commence.

18.2 Attendance at Meetings

Each Member which is an Owner's Corporation must allow the Representatives or Substitute Representatives of each other Member to:

- (a) attend its general meetings and meetings of its executive committee if the business of the meeting involves this management statement or the other Members; and
- (b) address general meeting and meeting of its executive committee in regard to matters affecting this management statement or other Members.

18.3 By-laws

A Member which is an Owner's Corporation must not make by-laws that are inconsistent with this management statement. If there is an inconsistency between the by-laws and this management statement, the Owner's Corporation must amend the inconsistent by-law to make it consistent with this management statement.

18.4 Appointing Representatives and Substitute Representatives

If you are an Owner's Corporation, you must appoint your Representatives and Substitute Representatives only by special resolution according to the Development Act.

19. Rights of access

19.1 General requirement

When a Member, Owner and Occupier exercises their rights to access parts of Kew Schofields, they must not interfere unreasonably with your lawful use of that area.

19.2 Access in an emergency

In an emergency you must give Members, Owners and Occupiers access to fire stairs, passages and all other egress routes in your part of Kew Schofields necessary to exit Kew Schofields.

19.3 Access to Shared Facilities by the Committee

Subject to the Easement and Part 6, you must give the Committee and other Members, Owners and Occupiers access to operate, test use, maintain, repair and replace Shared Facilities located in your part of Kew Schofields by the most direct route nominated by the Committee (acting reasonably).

19.4 Notice requirements

Except in an emergency and subject to this management statement, the Committee, Members, Owners and Occupiers must give you reasonable notice before they require access to your part of Kew Schofields.

19.5 When is access available?

Except in an emergency and subject to this management statement, the Committee, Members, Owners and Occupiers may gain access under this clause to your part of Kew Schofields only during the hours determined by this management statement or reasonably agreed to by you.

19.6 Paying costs

Subject to this management statement, the Committee or a Member must pay all of their costs associated with them gaining access to parts of Kew Schofields under this clause.

19.7 Rectifying damage

You must promptly rectify any damage you cause and leave the affected area of Kew Schofields clean and tidy when you exercise your rights and comply with your obligations under this clause.

20. Obligations for insurance

20.1 Public liability insurance

If you are a Member, you must effect public liability insurance with the same insurer appointed by the Committee for its public liability policy (unless the Committee agrees otherwise).

20.2 Machinery breakdown and contents

If you are a Member, you must (unless the Committee agrees otherwise) effect with the insurer appointed by the Committee for its building policy:

- (a) machinery breakdown insurance for plant and equipment in your part of Kew Schofields that is not a Shared Facility and is not covered under warranty; and
- (b) for an Owner's Corporation, contents insurance for its Common Property.

20.3 Actions that may increase premiums

You must have consent from the Committee to do anything which might void or prejudice insurances effected by the Committee, or increase an insurance premium payable or paid by the Committee.

20.4 Paying for additional premiums

If you do anything to increase an insurance premium paid by the Committee, you must pay the Committee the amount by which the premium is increased. If you are a Member, the Committee may add the amount to your Administrative Fund contribution.

20.5 Proceeds of building insurance claims

If you are a Member, you must:

- (a) apply any payments you receive under a building policy effected by the Committee under clause 9.1 to rebuild or reinstate the damaged areas of your part of Kew Schofields; and
- (b) rebuild or reinstate your part of Kew Schofields within a reasonable time.

21. Changes to the parties to Service Contracts

21.1 When does this clause apply?

This clause applies if a Member transfers the freehold interest in their Stratum Lot or subdivides their Stratum Lot by Subdivision Plan.

21.2 Obligations of Members

If you:

- (a) transfer your Stratum Lot, you must procure the new Member to become a party to all Service Contracts from the date of the transfer; or
- (b) subdivide your Stratum Lot (or part of it) to create two or more new Stratum Lots, you must procure the Owners of the new Stratum Lots to become parties to all Service Contracts from the date of registration of the Subdivision Plan; or

- (c) subdivide your Stratum Lot (or part of it) by a Strata Plan, you must procure the Owner's Corporation created by the subdivision to become a party to all Service Contracts within twenty eight days after registration of the Strata Plan.

21.3 Effect of complying with this clause

If you comply with your obligations under clause 21.2 the Members release you from your obligations under a Service Contract from the date the new Member becomes a party to the Service Contract (other than for liabilities which arise before that date).

21.4 Failure to comply with this clause

If the Member fails to comply with clause 20.2, it is liable for any liability, loss, claim, or damages sustained by the other Members as a result of its non-compliance.

21.5 Who pays the cost?

A Member who:

- (a) transfers their Stratum Lot must pay the reasonable costs of the other parties arising as a consequence of the parties complying with this clause; and
- (b) who subdivides their Stratum Lot by a Subdivision Plan must pay the reasonable costs of the other parties arising as a consequence of the parties complying with this clause.

22. Obtaining an Outstanding Levy Certificate

22.1 Who may apply for a certificate?

You may apply to the Committee for an Outstanding Levy Certificate if you are a Member or an Owner (or a person authorised in writing by them).

22.2 Procedure to obtain a certificate

The procedure for obtaining an Outstanding Levy Certificate is:

- (a) the applicant must apply in writing to the Treasurer; and
- (b) the applicant must pay the Committee a fee of \$70.00 or such other amounts for a certificate under section 109 of the Management Act.

22.3 Information to be included in a certificate

The Committee must include in an Outstanding Levy Certificate the following information in relation to the Member specified in the application:

- (a) the amount of the regular periodic Administrative Fund contributions and the periods for which the contributions are payable; and
- (b) the amount of the regular periodic Sinking Fund contributions and the period for which the contributions are payable; and
- (c) the amount of any unpaid Administrative Fund contributions or Sinking Fund contributions; and
- (d) any amount recoverable for work carried out by the Committee according to clause 12; and
- (e) any amount and rate of interest payable to the Committee under this management statement; and
- (f) any other information the Committee instructs the Treasurer to include in the Outstanding Levy Certificate.

22.4 When must the certificate be given?

The Treasurer must provide an Outstanding Levy Certificate within 10 Business Days after receiving an application.

22.5 Certificate is evidence of matters in it

An Outstanding Levy Certificate is conclusive evidence as at the date of the certificate, of the matters stated in it in favour of a person (whether or not the applicant for the certificate is the person referred to in the certificate) taking an interest in Kew Schofields.

23. What contact details must you provide to the Committee?

23.1 Member's contact details

If you are a Member, you must provide the Committee with the following contact details:

- (a) your Current Address and the Current Addresses for your Representative and Substitute Representative (or any replacement Representative or Substitute Representative you appoint);
- (b) your Current Fax Number and the Current Fax Number for your Representative and Substitute Representative (or any replacement Representative or Substitute Representative you appoint); and
- (c) if you are an Owner's Corporation, the name, telephone number, Current Address and Current Fax Number of your strata managing agent.

23.2 Purchasing a Stratum Lot

If you purchase a Stratum Lot, you must complete a Membership Form and serve it on the Committee within five Business Days after you become a Member.

23.3 Leasing a Stratum Lot

If you lease or licence your Stratum Lot (or part of it), you must complete the part of the Membership Form dealing with new tenancies and serve it on the Committee within five Business Days after the lease or licence commences.

23.4 Owner's Corporation

When an Owner's Corporation is created, it must complete a Membership Form and serve it on the Committee within five business days.

23.5 Changing your contact details

If you are a Member, you must complete and serve a Membership Form on the Committee within five Business Days if:

- (a) you change your name, address, telephone or fax number; and
- (b) if the Occupier of your Stratum Lot (or part of it) changes their name, address, telephone number or fax number.

24. Fire safety and protection

24.1 What are your obligations?

You must:

- (a) immediately notify the Committee of any defect in or damage to a Fire Safety Device which comes to your attention;
- (b) comply with laws about fire control; and
- (c) notify the Committee if you change the lock on the entry door to your Lot.

24.2 Keep flammable materials

You may keep flammable materials in your Lot (but not in any car space of your Lot) provided that you:

- (a) use them in connection with the lawful use of your Lot; and
- (b) keep them in reasonable quantities according to the guidelines of Government Agencies.

24.3 Restrictions about fire safety

You must not:

- (a) interfere with, obstruct or damage Fire Safety Devices;
- (b) do anything that will activate a Fire Safety Device unless there is a fire or other emergency in Kew Schofields; or
- (c) keep flammable materials on a Shared Facility, or if you are an Owner's Corporation, on Common Property.

Part 4 Meeting procedures and resolutions

25. Meetings of the Committee

25.1 Types of Meetings

There are two types of Meetings of the Committee, Meetings and Emergency Meetings.

25.2 Meetings

The Committee may deal with matters which require a Resolution or, subject to the Management Act, Majority Resolution at a Meeting. The Committee must convene a Meeting at least every six months (starting from the date which is six months after the first meeting of the Committee) or earlier if:

- (a) the Committee resolves to hold the Meeting; or
- (b) the Strata Manager resolves to convene the Meeting (if the Committee has delegated that function to the Strata Manager); or
- (c) at least two Members make a written request to the Committee to convene a Meeting; or
- (d) it is necessary to appoint a replacement Officer.

25.3 Emergency Meetings

The Committee may deal only with matters which require a Resolution at an Emergency Meeting. The Committee may convene an Emergency Meeting:

- (a) if there is an emergency or other urgent matter which must be determined by the Committee; and
- (b) if, in the reasonable opinion of the person convening the Emergency Meeting, the circumstances of the emergency are such that it is impractical to wait the required notice period for a Meeting.

25.4 Who convenes Meetings?

A Meeting or an Emergency Meeting may be convened by:

- (a) the Secretary or another Officer if the Secretary is absent or unable to convene the Meeting; or

- (b) the Strata Manager (if the Committee has delegated that function to the Strata Manager).

26. Notices and agendas for Meetings

26.1 Information to be included in the notice

Subject to this clause 26, if you convene a Meeting or an Emergency Meeting you must give each Member a notice of the Meeting which includes:

- (a) the time, date and venue of the Meeting or Emergency Meeting; and
- (b) an agenda for the Meeting or Emergency Meeting.

26.2 Agenda for a Meeting

The agenda for a Meeting must:

- (a) include the terms of motions for Resolutions and, subject to the Management Act, Majority Resolutions which the Committee will deal with at the Meeting. The Committee cannot vote on matters that are not on the agenda for the Meeting;
- (b) clearly identify which motions require Resolutions or, subject to the Management Act, Majority Resolutions;
- (c) include motions which Members or Owners have requested the Committee in writing to include on the agenda for the next Meeting;
- (d) be accompanied by a copy of the minutes of the last Meeting and Emergency Meeting; and
- (e) include a motion to adopt the minutes of the last Meeting.

26.3 Agenda for an Emergency Meeting

The agenda for an Emergency Meeting must:

- (a) include details of the emergency and the actions proposed to be taken at the time of the notice to deal with the emergency; and
- (b) include the terms of the motions for Resolutions to take the actions proposed to deal with the emergency.

26.4 Information to be included in the notice of a Meeting to consider levy contributions

If you convene a Meeting to determine Administrative Fund contributions or Sinking Fund contributions, you must include with the notice of the Meeting:

- (a) the Budget prepared by the Committee according to clause 34;
- (b) the current audit report prepared by the Committee according to clause 36; and
- (c) the current audited financial statement prepared by the Committee according to clause 36.

26.5 How much notice is required for a Meeting?

If you convene a Meeting, you must give each Member at least 10 Business Days notice of the Meeting.

26.6 How to serve notice of a Meeting

If you convene a Meeting, you must serve notice of the Meeting on each Member by:

- (a) delivering it personally to the Member;
- (b) sending it to the Current Address of the Member;
- (c) sending it to the Current Fax Number of the Member; or
- (d) a combination of the above methods.

26.7 Giving notice of an Emergency Meeting

If you convene an Emergency Meeting, you may:

- (a) give each Member notice of the Emergency Meeting by the best method reasonably determined by you in the circumstances (eg. by telephone); and
- (b) give the amount of notice of the Emergency Meeting reasonably determined by you in the circumstances.

26.8 Notices for Emergency Meetings

If you convene an Emergency Meeting, you must serve notice of the Emergency Meeting by:

- (a) delivering it personally to the Member;
- (b) contacting the Representative of the Member by telephone and reading them the notice for the Emergency Meeting; or
- (c) a combination of the above methods.

27. Procedures for holding Meetings

27.1 Conducting a Meeting or Emergency Meeting

Subject to this management statement, the Committee may meet to conduct its business, adjourn and otherwise regulate Meetings and Emergency Meetings as it thinks fit.

27.2 Quorum for a Meeting

A quorum must be present at a Meeting or Emergency Meeting before the Committee may vote on any motions. A quorum for a Meeting or an Emergency Meeting is the Representative or Substitute Representative of at least two Members.

27.3 Failure to obtain a quorum

If a quorum is not present within 30 minutes after a Meeting or Emergency Meeting is due to commence, the Committee must adjourn the Meeting or Emergency Meeting to a time and place determined by the Chairperson at the Meeting or Emergency Meeting.

27.4 Notice of adjourned Meetings

If a Meeting or Emergency Meeting, is adjourned, the person who convened the Meeting or Emergency Meeting must give notice of the adjournment to each Member at least five Business Days before the adjourned Meeting or Emergency Meeting is due to be held.

27.5 Quorums at adjourned Meetings

A quorum at an adjourned Meeting or Emergency Meeting is:

- (a) the Representatives or Substitute Representatives of at least 2 Members; or
- (b) the Representatives or Substitute Representatives present at the Meeting or Emergency Meeting within 15 minutes after the Meeting is due to commence.

27.6 Attendance at a Meeting

An Owner or Occupier may attend a Meeting. However, they may address the Meeting only with the consent of the Committee.

27.7 Special provisions for Meetings held in writing

The Committee may hold a Meeting in writing and Representatives and Substitute Representatives may vote in writing if:

- (a) the person who convenes the Meeting serves notice of the Meeting according to this management statement;
- (b) the person who convenes the Meeting provides each Member with a voting paper with the notice for the Meeting; and

- (c) the required Members or number of Members approve the motions in the agenda, complete their voting paper and return it to the person who convened the Meeting before the Meeting is due to commence.

27.8 How to cast a vote at an Emergency Meeting

A Member may cast a vote at an Emergency Meeting:

- (a) by telephone;
- (b) personally to the person who convened the Emergency Meeting; or
- (c) by post or fax to the Current Address or Current Fax Number of the person who convened the Emergency Meeting.

27.9 Minutes of Meetings

If you convene a Meeting or an Emergency Meeting, you must distribute minutes of the Meeting to each Member within 10 Business Days after the Meeting.

28. Voting rights of Members

28.1 Voting rights of Members

Subject to this clause, you are entitled to vote at Meetings and Emergency Meetings only if you are a Member Entitled to Vote. Your Representative or Substitute Representative may cast your vote personally or by proxy.

28.2 How many votes does each Member have?

At all Meetings and Emergency Meetings, a Member is entitled through its Representative or Substitute Representative to exercise the following votes:

- (a) Lot [] Residential Owner's Corporation 1 1 vote; and
- (b) Lot [] Residential Owner's Corporation 2 1 vote.

28.3 Instructions by a Member

A Representative or Substitute Representative (or proxy) for a Member Entitled to Vote must vote at a Meeting or an Emergency Meeting according to any instructions by the Member which appointed them (or by the executive committee of that Member).

28.4 Restrictions on voting

The following restrictions apply to voting at Meetings and Emergency Meetings:

- (a) the Chairperson does not have a casting vote;

- (b) the Strata Manager does not have a vote unless they are a Representative or a Substitute Representative (or a proxy); and
- (c) the Facilities Manager does not have a vote unless they are a Representative or a Substitute Representative (or a proxy).

29. Appointing a proxy

29.1 Who may appoint a proxy?

You may appoint a proxy if you are:

- (a) a Member: or
- (b) a Representative or Substitute Representative if the Member which appointed you has authorised you to appoint a proxy according to clause 16.7.

29.2 Who may be a proxy?

A proxy must be a natural person.

29.3 How to appoint

Subject to this clause, you may appoint a proxy at any time provided that:

- (a) you make the appointment on a Proxy Form (see Schedule 3);
- (b) you and the proxy sign the Proxy Form; and
- (c) you deliver the signed Proxy Form to the Strata Manager prior to the commencement of the first Meeting or Emergency Meeting at which the proxy may vote.

29.4 Instructions about voting

You may include in the Proxy Form instructions to your proxy about how to vote. A vote by your proxy in contravention of your instructions is invalid.

29.5 Restrictions on voting

Your proxy cannot vote at a Meeting or an Emergency Meeting if you cast a vote.

30. Resolutions at Meetings and Emergency Meetings

30.1 What is a Resolution?

Resolutions relate to a number of administrative and other matters which do not affect Shared Facilities.

30.2 Who may vote on a matter requiring a Resolution?

You are entitled to vote on a Resolution if you are a Member Entitled to Vote.

30.3 When is a Resolution passed?

A Resolution is passed if more than 50% of the votes of Members Entitled to Vote are for the motion.

30.4 Matters decided by Resolution

The matters which the Committee may determine by Resolution are:

- (a) appointing or terminating the appointment of the Strata Manager (subject to the written agreement between the Committee and the Strata Manager);
- (b) appointing or terminating the appointment of a Facilities Manager subject to the written agreement between the Committee and the Facilities Manager);
- (c) appointing or terminating the appointment of a Service Contractor (or the agent of the Committee);
- (d) effecting insurances;
- (e) establishing the Administrative Fund and determining contributions for that fund;
- (f) establishing the Sinking Fund and determining contributions for that fund; and
- (g) resolving any other matters which do not require a Majority Resolution.

31. Majority Resolutions at Meetings

31.1 Purpose of Majority Resolutions

Subject to this clause 31 and the Management Act, Majority Resolutions generally relate to dealings with Shared Facilities and amending this management statement.

31.2 Who may vote on a Majority Resolution?

You are entitled to vote on a Majority Resolution if you are a Member Entitled to Vote.

31.3 When is a Majority Resolution passed?

A motion which requires a Majority Resolution is passed if more than 50% of the votes of Members Entitled to Vote are for the motion.

31.4 Matters decided by Majority Resolution

The matters which the Committee may determine only by Majority Resolution are:

- (a) amending, adding to or repealing all or part of this management statement;
- (b) repaying all or part of the surplus Administrative Fund or Sinking Fund contributions according to Members according to clause 40;
- (c) adding to, extending or removing a Shared Facility according to clause 43;
- (d) amending or adding to the division of costs for Shared Facilities according to clause 44; and
- (e) supplying services according to clause 50.

Part 5 Financial management

32. What funds must the Committee establish?

32.1 Administrative fund

The Committee must establish an Administrative Fund within one month after this management statement is registered. The Committee must use the Administrative Fund to pay the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Sinking Fund costs.

32.2 Sinking fund

The Committee must establish a Sinking Fund within one month after this management statement is registered. The Committee must use the Sinking Fund to pay for the renewal and replacement of Shared Facilities.

32.3 What money is paid into the Administrative Fund?

The Committee must pay into the Administrative Fund:

- (a) Administrative Fund contributions;
- (b) payments the Committee receives for inspections of its books and records;
- (c) payments the Committee receives for providing Outstanding Levy Certificates;
- (d) amounts paid to the Committee by way of discharge of claims for insurance affected by the Committee; and
- (e) payments the Committee receives under Easements.

32.4 What money is paid into the Sinking Fund?

The Committee must pay into the Sinking Fund:

- (a) Sinking Fund contributions; and
- (b) other money received by the Committee which it does not have to pay into its Administrative Fund according to clause 32.3.

33. Financial years

33.1 First Financial Year

The first Financial Year of the Committee commences on the date of registration of this management statement and ends on the date resolved by the Committee (which must not be more than 18 months after the date of registration of this management statement).

33.2 Subsequent Financial Years

Subsequent Financial Years commence at the expiration of the previous Financial Year and ends on the date resolved by the Committee (which must not be more than 18 months after the expiration of the last Financial Year).

34. Preparing Budgets

34.1 When to prepare Budgets

The Committee must prepare a Budget for each Financial Year in respect of the Administrative Fund and the Sinking Fund.

34.2 What information must be included in a Budget?

A Budget must contain itemised details of:

- (a) how much money the Committee will need during the Financial Year for the Administrative Fund and the Sinking Fund;
- (b) income the Committee estimates it will receive in the Financial Year for the Administrative Fund and Sinking Fund (including any costs paid to the Committee under Easements);
- (c) each item for which a Member is responsible to contribute;
- (d) the proportion which each Member must contribute to each item for the Financial Year; and
- (e) the amount of the proportion which each Member must contribute to each item for the Financial Year.

34.3 How much to budget?

The Committee must budget sufficient funds to comply with its obligations under this management statement, the Conveyancing Act and the Easements.

35. Determining contributions

35.1 Levying Members

The Committee must levy Members the contributions it will need for its Administrative Fund and Sinking Fund for each Financial Year. The Committee may decide to levy contributions for a shorter or longer period provided that it prepares a Budget for that period according to clause 34.2 and clause 34.3.

35.2 What proportion of costs must you pay?

If you are a Member, the proportion of Administrative Fund and Sinking Fund contributions you must pay is in the Shared Facilities list to be determined in accordance with clause 42.1.

35.3 Procedures for determining contributions

When the Committee determines Administrative Fund and Sinking Fund contributions, it must determine:

- (a) whether you must pay the contributions in a lump sum or by instalments; and
- (b) the dates on which you must pay your contributions (eg. monthly or quarterly).

35.4 Determining the amount of contributions

Subject to clause 35.7, the Committee may determine contributions by Resolution. The amount of contributions:

- (a) for the Administrative Fund, must be the amount determined by the Committee in the budget for the Administrative Fund; and
- (b) for the Sinking Fund, must be the amount determined by the Committee in the budget for the Sinking Fund.

35.5 Insufficient funds

Subject to clause 35.7, the Committee must determine:

- (a) additional contributions to the Administrative Fund if it cannot (or will not be able to) pay its Administrative Fund debts during the Financial Year; and
- (b) additional contributions to the Sinking Fund if it cannot (or will not be able to) pay its Sinking Fund debts during the Financial Year.

35.6 Budget where there are insufficient funds

Subject to clause 35.7, before the Committee determines an additional contribution it must prepare and adopt a Budget for the period covered by the additional contribution. The Committee may approve the Budget by Resolution.

35.7 Determining contributions at an Emergency Meeting

If the Committee proposes to raise an Administrative Fund or Sinking Fund contribution at an Emergency Meeting, the Committee may dispense with the need to prepare a Budget for the contribution. The Committee may determine and levy the contribution by Resolution.

36. Preparing financial statements

36.1 Obligations of the Committee

At the end of each Financial Year the Committee must:

- (a) have its accounts audited by a qualified auditor; and
- (b) prepare a financial statement for each of its accounts.

36.2 When to prepare financial statements

The Committee must have audited financial statements for its accounts prepared for the period from the date of the last financial statements to within two months before the next contribution period starts.

36.3 Information to be included in a financial statement

A financial statement must show for each of the Administrative Fund and the Sinking Fund:

- (a) a statement of income and expenditure during the Financial Year;
- (b) the balance carried forward from the Financial Year;
- (c) particulars and amounts of each item of income during the Financial Year;
- (d) particulars and amounts of each item of expenditure during the Financial Year;
- (e) the cash in the fund (including deposits and investments) at the end of the Financial Year;
- (f) the balance of the fund at the end of the Financial Year;
- (g) contribution arrears for each Member at the end of the Financial Year;
- (h) the amount of credit or debit in the fund at the end of the Financial Year; and
- (i) other relevant information.

37. Paying contributions

37.1 Notices of contributions

Subject to this clause 37, the Committee must give you at least 20 Business Days notice before your Administrative Fund or Sinking Fund contributions are due. The notice must be in writing and must show for each of the Administrative Fund and Sinking Fund:

- (a) the total contribution to be raised;
- (b) the portion of the contribution which you must pay; and
- (c) the date the payment is due.

37.2 Raising funds in an emergency

If the Committee has to raise funds in an emergency, it may give you less than 20 Business Days notice of the contribution.

38. Banking money and interest on accounts

38.1 Establishing a bank account

The Committee must:

- (a) establish and maintain a bank or building society account or accounts in the names of the Members; and
- (b) deposit all contributions and other money paid to the Committee into its bank or building society accounts.

38.2 Withdrawing funds

The Committee may withdraw money from its accounts only to exercise its functions and comply with its obligations under or arising from this management statement, the Management Act, and the Development Act and the Easements.

38.3 Trust account

Subject to clause 38.4, if the Committee appoints a Strata Manager the Committee may require the Strata Manager to deposit and hold its funds in a trust account established under the *Property Stock and Business Agents Act 2002* (NSW).

38.4 Interest bearing accounts

The Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Committee may credit it to one of the accounts of the Committee or pay it to the Members according to clause 40.

39. Late payments

39.1 Interest

If you are a Member, you must:

- (a) pay the Committee interest on any amount you owe the Committee under this management statement but do not pay on time; and
- (b) pay interest from (and including) the date on which the payment was due until the date it was paid.

39.2 Calculating interest

The Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft rate quoted by the bank or building society of the Committee.

39.3 Certificates about interest rates

A certificate about interest rates given to you by the bank or building society of the Committee is conclusive evidence of the interest rate in clause 39.2.

39.4 Recovering unpaid contributions

The Committee may recover unpaid contributions and other money owed to it under this management statement as a debt.

40. Dealing with surplus funds

40.1 Distributing surplus funds

If there is surplus money in the Administrative Fund or Sinking Fund at the end of a Financial Year, the Committee may distribute it between the Members according to the proportions which the Members contribute to the funds according to clause 35.2.

40.2 Majority Resolution

Subject to the Management Act, the Committee may decide to distribute surplus funds under this clause only by Majority Resolution.

41. Paying contributions when there is a Dispute

41.1 What are your obligations?

You are not excused from paying your Administrative Fund contributions, Sinking Fund contributions or other amounts you owe the Committee because you have a Dispute or a disagreement with the Committee (eg. a Dispute about the amount of a payment).

41.2 Continuing payments

If you have a Dispute or disagreement with the Committee about the amount of Administrative Fund or Sinking Fund contributions you must pay, you must continue to pay your contributions at the rate determined according to clause 35.2. After the Dispute is resolved, you and the Committee must pay each other any necessary adjustments.

41.3 Your rights are not affected

Your rights against the Committee are not affected if you continue to pay Administrative Fund and Sinking Fund contributions according to clause 41.2.

Part 6 Shared facilities

42. Shared Facilities

42.1 Overview

A number of facilities and services in Kew Schofields are used by two or more Members or located on the land of a Member but used by another Member. These are called Shared Facilities. A list of Shared Facilities (with a description of each) is in Schedule 1.

42.2 What do Shared Facilities include?

Subject to Schedule 1, Shared Facilities and costs for Shared Facilities include:

- (a) plant and equipment which constitute a Shared Facility;
- (b) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service a Member's part of Kew Schofields;
- (c) any rooms or areas in which Shared Facilities are located;
- (d) the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (e) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (f) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (g) the inspection of Shared Facilities (if applicable) by a Government Agency; and
- (h) the certification of Shared Facilities for the purposes of the law.

42.3 Access routes to Shared Facilities

Subject to this management statement, a Shared Facility includes any part of Kew Schofields giving access to and egress from a Shared Facility by the most direct route.

42.4 Rights and obligations of the Committee

Subject to this management statement, the Committee must operate, manage, control, maintain, repair and replace Shared Facilities.

42.5 **Service Contractors**

The Committee may appoint and contract with parties to perform its functions in relation to Shared Facilities.

42.6 **Shared Facilities and Common Property**

Some items of Common Property are designated in this management statement as Shared Facilities. If you are an Owner's Corporation, you authorise the Committee to perform its functions and exercise its rights under this management statement in respect of that Common Property.

42.7 **Shared Facilities and Stratum Lots**

Some items in Stratum Lots are designated in this management statement as Shared Facilities. If you are the Owner of a Stratum Lot, you authorise the Committee to perform its functions and exercise its rights under this management statement in respect of those items.

42.8 **Who may use Shared Facilities?**

- (a) This management statement and any description titled '*used by*' in Schedule 1 may specify which Members are entitled to use each Shared Facility. If the use of a Shared Facility is not restricted, the Shared Facility is available for use by each member, Owner and Occupier. If a Member entitled to use a Shared Facility:
 - (i) is an Owner's Corporation, the Owners and Occupiers of Strata Lots in the Strata Scheme for the Owner's Corporation are entitled to use the Shared Facility; and
 - (ii) is the Owner of a Stratum Lot, the Occupiers of the Stratum Lot are entitled to use the Shared Facility.
- (b) Where a Member, Owner or Occupier of a Lot is entitled to use a Shared Facility and that Lot (or part of the Lot) is subdivided by a Subdivision Plan, then all new Members, Owners and Occupiers created by the subdivision are also entitled to use the Shared Facility.

42.9 **When can you use Shared Facilities?**

If you are entitled to use a Shared Facility, you may do so at all times unless this management statement specifies otherwise.

42.10 **How to apportion costs for Shared Facilities**

The Committee must levy Members for contributions towards the costs of Shared Facilities according to Schedule 1. If there is no apportionment for the cost of a Shared Facility in Schedule 1 and costs are incurred for that Shared Facility, the Committee may determine the apportionment by, subject to the Management Act, Majority Resolution.

42.11 Obligations of Members to pay for Shared Facilities

A Member must pay their proportion of the costs for Shared Facilities according to Schedule 1 or according to a determination made by the Committee according to clause 42.10, if there is no provision in Schedule 1.

42.12 Easements

Some of the Shared Facilities may be the subject of Easements. The Committee and each Member agrees in favour of each grantor to perform the functions and exercise the rights of the grantor according to the relevant Easement. Each grantor agrees that the Committee may exercise the rights and perform the functions of the grantor under the relevant Easement.

43. Changing and adding to Shared Facilities

43.1 Powers of the Committee

The Committee may, by subject to the Management Act, by Majority Resolution:

- (a) add Shared Facilities if it identifies new Shared Facilities;
- (b) create new Shared Facilities;
- (c) change existing Shared Facilities;
- (d) change the use of existing Shared Facilities;
- (e) modify or replace existing Shared Facilities;
- (f) extend Shared Facilities;
- (g) remove redundant Shared Facilities; and
- (h) determine a charge for a Shared Facility where Schedule 1 does not make provision for a charge.

43.2 Obligations of Members

If you are a Member, you must agree to amend the Schedule 1 to reflect anything the Committee resolves to do under this clause 43.

44. Changing the costs for Shared Facilities

44.1 Powers of the Committee

Subject to the Management Act, the Committee may, by Majority Resolution, change costs, add new costs or adjust the division of costs for Shared Facilities in Schedule 1 if:

- (a) the Committee resolves to deal with Shared Facilities under clause 43;
- (b) it more fairly divides costs for Shared Facilities;
- (c) Kew Schofields changes;
- (d) the Committee identifies new Shared Facilities;
- (e) the use of Shared Facilities changes;
- (f) Shared Facilities are repaired, modified or replaced; or
- (g) anything else happens which affects the costs or apportionment of costs for Shared Facilities.

44.2 Reason for exercising powers

The Committee may change the costs, add new costs or adjust the division of costs for Shared Facilities only if:

- (a) the costs for Shared Facilities will be more fairly divided; and
- (b) the fairness of the division of costs is supported by at least one expert consultant report (unless all Members agree to waive this requirement),

44.3 Obligations of Members

If you are a Member, you must agree to amend the Shared Facilities in Schedule 1 to reflect anything the Committee resolves to do under this clause.

45. Using approved contractors

45.1 Overview

Many of the Shared Facilities in Kew Schofields are highly technical and affect other components in the development. As a result:

- (a) Shared Facilities, building Works and services must be maintained to a high standard; and
- (b) only contractors and consultants approved by the Committee may do structural building Works and maintain or replace Shared Facilities.

45.2 Obligations of the Committee

The Committee must:

- (a) appoint and make sure that contractors and consultants approved by it are always available to maintain Shared Facilities and do structural building Works; and
- (b) give each Member a list of current approved contractors and consultants.

45.3 Approving contractors

The Committee may make a decision to approve a contractor or consultant in its absolute discretion and may approve contractors who are not Service Contractors.

45.4 Obligations of Members, Owners and Occupiers

You must use approved contractors for all work described in this clause 45.

46. Damage to Shared Facilities

You must:

- (a) obtain consent from the Committee to make alterations to Shared Facilities; and
- (b) obtain consent (from your Owner's Corporation) to make alterations to a Shared Facility that forms part of Common Property in your Strata Scheme;
- (c) use Shared Facilities only for their intended purposes;
- (d) immediately notify the Committee if you know about damage to or a defect in a Shared Facility; and
- (e) compensate the Committee for any damage to Shared Facilities caused by you, your visitors or persons doing work in Kew Schofields on your behalf.

47. Car Park Accessway

47.1 Rights of the Committee

The Committee may install signs, traffic control devices and security control devices (including boomgates and roller shutters) in the Car Park Accessway.

47.2 Obligations of the Committee

If security control devices (eg. roller shutter and boomgates) installed in the Car Park Accessway by the Committee affect access by a Member, Owner or Occupier to their Stratum Lot or Strata Lot (or Shared Facilities which they are entitled to use according to this

management statement), then the Committee must provide a Security Key to each Member, Owner and Occupier to access their component of Kew Schofields at all times. The Committee must keep an up-to date register of the persons holding Security Keys.

47.3 Charging fees for Security Keys

The Committee may charge a fee as bond if a Member, Owner or Occupier requests additional or replacement Security Keys.

47.4 Your rights and obligations

You must:

- (a) take all reasonable steps not to lose Security Keys;
- (b) return Security Keys to the Committee if you do not need them;
- (c) notify the Committee immediately if you lose a Security Key; and
- (d) comply with the reasonable instructions of the Committee about Security Keys and, in particular, about re-coding and returning Security Keys.

47.5 Some prohibitions

You must not copy a Security Key or give a Security Key to someone who is not a Member, an Owner or an Occupier.

47.6 Who owns Security Keys?

Security Keys belong to the Committee.

47.7 Managing the Security Key system

The Committee has the power to:

- (a) re-code Security Keys;
- (b) require you to promptly return your Security Keys to the Committee to be re-coded; and
- (c) enter into agreements with Service Contractors, the Strata Manager or the Facilities Manager about the provisions and management of security systems generally.

48. Garbage storage and removal

48.1 Obligations of Owners

You must, at your cost:

- (a) transport your garbage and recyclable materials to the Garbage Room;
- (b) keep all garbage receptacles and recyclable receptacles you place in the Garbage Room clean and, as far is reasonably practicable, odour free;
- (c) comply with the requirements of the Committee and Government Agencies about the storage and removal from Kew Schofields of your garbage and recyclable materials (and, in particular, any putrescibles);
- (d) immediately clean up any garbage or recyclable materials you spill in the Garbage Room (or elsewhere in Kew Schofields); and
- (e) not place your garbage or recyclable materials in the receptacle of another Owner or Occupier.

48.2 Removing garbage from the Garbage Room

The Committee must remove garbage and recyclable materials from the Garbage Room and must enter into an agreement with a Service Contractor for that purpose. If the use of the Garbage Room results in the Committee incurring additional costs to remove your garbage or recyclable materials, you must reimburse those costs to the Committee on demand.

49. Plant Room

49.1 Application of this clause

If there is a Plant Room shown on the Stratum Plan, this clause 49 applies.

49.2 Rights to Plant Room

An Owner or Occupier may access the Plant Room and place plant in the Plant Room on the following terms:

- (a) an Owner or Occupier must not interfere with and must ensure that the installation and operation of any plant will not interfere with the integrity of the Building;
- (b) the proposed plant to be installed in the Plant Room must not give rise to the transmission of 'offensive noise' as defined in the *Protection of the Environment Operations Act, 1997* as amended or replaced and must comply with any relevant Government Agencies requirements;
- (c) each Owner and Occupier is responsible for the operation, cleaning, repair, maintenance and replacement of any plant servicing a Lot;
- (d) damage to the Plant Room and/or the Building caused directly by an Owner or Occupier (or their nominated contractor) must be made good by and at the cost of the Owner or Occupier in a proper and workmanlike manner and to the satisfaction of the Committee; and

- (e) an Owner or Occupier must cause as little inconvenience as is practicable to other Owners and Occupiers.

50. Provision of Services

50.1 What are the powers of the Committee?

Subject to this clause, the Committee has the power to supply Services to Members, Owners and Occupiers. Services include:

- (a) electricity supply, gas supply and water supply; and
- (b) additional services which the Committee decides to supply according to this clause.

50.2 When can the Committee supply Services

The Committee has the power to supply Services in addition to those in clause 50.1 to Members, Owners or Occupiers if:

- (a) it decides to do so by, subject to the Management Act, Majority Resolution;
- (b) there would be significant cost savings if the Committee purchases the Service in bulk and supplies it to Members, Owners or Occupiers;
- (c) the Committee reasonably determines it would be beneficial to the operation and management of Kew Schofields for the Committee to provide the Service; or
- (d) a Member, Owner or Occupier asks the Committee to provide the Service.

50.3 Power to enter into contracts

The Committee has the power to enter into contracts and agreements with the providers of Services.

50.4 Disconnecting a Service

The Committee has the power to disconnect a Service to a Member, an Owner or an Occupier who does not pay the Committee for the Service according to this management statement only in the following circumstances:

- (a) if doing so does not interfere with the provision of that Service to other Members, Owners or Occupiers who has paid the Committee for the Service; or
- (b) reasonable notice has not been given to the Member, Owner or Occupier whose Service is being disconnected.

50.5 **Matters the Committee must take into account**

In considering whether to supply a Service to Members, Owners or Occupiers the Committee must determine:

- (a) how it will recover costs from Owners and Occupiers who may connect to the Service;
- (b) how the Service will be metered; and
- (c) whether the Service will be a Shared Facility.

Part 7 Miscellaneous

51. Disputes

51.1 Interpretation

For the purpose of this clause, *'party'* or *'parties'* means the party or parties to a Dispute. The party or parties to a Dispute may be the Committee, a Member, an Owner or an Occupier.

51.2 Resolution of Disputes

The parties to a Dispute must endeavour in good faith to resolve their Dispute before taking action under this clause.

51.3 Dealing with Disputes according to this clause

The parties must deal with Disputes about this management statement according to this clause. This includes Disputes about the Committee or an Officer failing to comply with the provisions about Meetings or Emergency Meetings.

51.4 Dispute Notice

A party may give another party a Dispute Notice if they are unable to resolve their Dispute under clause 51.2. In the Dispute Notice the party must:

- (a) describe what the Dispute is about;
- (b) identify the provisions of this management statement or the law that apply to the Dispute;
- (c) state the position of the party;
- (d) set out the facts and other circumstances on which the party relies; and
- (e) attach copies of correspondence and other documents mentioned in the Dispute Notice.

51.5 Negotiation

Within five Business Days after a party gives a Dispute Notice, the parties to the Dispute must meet in person (or conduct a telephone conference) at an agreed time and place, if they cannot agree on the time and place, they must meet to try to resolve the Dispute by negotiation:

- (a) at 2.00 pm on the date which is seven Business Days after the Dispute Notice was given; and
- (b) at Kew Schofields or by telephone conference.

51.6 Referring a Dispute to expert determination

If the parties cannot resolve their Dispute by negotiation, a party may give a Determination Notice requiring the parties to:

- (a) refer the Dispute to an independent expert for determination; and
- (b) appoint an expert to determine the Dispute.

51.7 Appointing an expert

If the parties cannot agree on an expert within five Business Days after a party gives a Determination Notice, a party may ask the chairperson of LEADR (or the vice chairperson if the Chairperson declines) to:

- (a) appoint an appropriate expert having regard to the nature of the Dispute; and
- (b) determine the remuneration of the expert.

51.8 Instructions to the expert

The parties must instruct the expert to:

- (a) act as an expert and not as an arbitrator;
- (b) determine the rules for the conduct of the expert determination: and
- (c) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.

51.9 Conducting expert determination

If the parties cannot agree on the rules for the conduct of the expert determination, then the expert is to determine the rules and notify the parties accordingly.

51.10 Expert determination

The expert:

- (a) is not bound to observe the rules of natural justice or the rules of evidence;
- (b) may obtain and refer to documents and information not provided by the parties; and
- (c) must determine the Dispute and give written reasons for the determination within one month of being appointed.

51.11 Binding effect

The determination by the expert is final and binding on the parties to the Dispute without appeal so far as the law allows.

51.12 Negotiation or expert determination about Shared Facility costs

If a Dispute about the proportion of a Member's cost for a Shared Facility is determined under this clause, the expert who determines the Dispute must determine any adjustments the Member or the Committee must pay.

51.13 Costs

The parties to the Dispute must:

- (a) equally share the costs for expert determination of their Dispute (unless the expert decides otherwise); and
- (b) pay their own costs in connection with the Dispute.

52. Notices

52.1 Methods of serving notices

A notice or communication under this management statement must be in writing and must be:

- (a) delivered personally to the addressee;
- (b) left at the Current Address of the addressee;
- (c) sent by pre-paid ordinary post to the Current Address of the addressee; or
- (d) sent to the Current Fax Number of the addressee.

All notices and communications to be served on the Committee by Members must be addressed to the Secretary.

52.2 When does a notice take effect?

A notice or communication takes effect from the time it is received unless a later time is specified.

52.3 Receipt – post

If sent by post, a notice is taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

52.4 Receipt – fax

If sent by fax, a notice is taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

52.5 Form of notices

Unless stated otherwise in this management statement, all notices, certificates, consents and other communications in connection with this management statement must be in writing, signed by the sender (if an individual) or an authorised officer of the sender.

52.6 Receipt – general

Despite clause 52.3 and 52.4, if a notice is received after 5.00 pm in the place of receipt or on a non-Business Day, it is taken to be received at 9.00 am on the next Business Day.

53. GST

53.1 Amounts are exclusive of GST

Unless otherwise expressly stated, all amounts payable under or in connection with this management statement are expressed to be exclusive of any amount of GST.

53.2 Obligation to pay GST

Where GST is imposed on any supply made under or in connection with this management statement by one party (**supplying party**) to another party (**receiving party**), the receiving party must pay or provide the GST exclusive consideration for the supply and, in addition to and at the same time as the GST exclusive consideration is payable or to be provided, an additional amount equal to the amount of GST liability of the supplying party. The supplying party must issue a Tax Invoice to the receiving party.

53.3 Differences in amounts

If the amount of GST recovered by the supplying party from the receiving party differs from the amount of GST payable at law by the supplying party (or an entity grouped with the supplying party for GST purposes) in respect of the supply, the amount payable by the receiving party to the supplying party will be adjusted accordingly.

53.4 Reimbursement

Where one party (**payer**) is liable to reimburse another party (**payee**) for any expenditure incurred by the payee (**Expenditure**), the amount reimbursed by the payer will be the GST exclusive Expenditure plus any GST payable to the payee by the payer under this clause.

54. General

54.1 Discretion in exercising rights

The Committee, a Member or an Owner may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (unless this management statement expressly states otherwise).

54.2 Partial exercise of rights

If the Committee, a Member, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

54.3 Approvals and consents

By giving its approval or consent, the Committee, a Member or an Owner does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

54.4 Conflict of interest

The Committee, Members, Owners and Occupiers may exercise their rights and remedies under this management statement even if this involves a conflict of duty or a party has a personal interest in their exercise.

54.5 Remedies cumulative

The rights and remedies provided in this management statement are in addition to other rights and remedies given by law independently of this management statement.

54.6 Severability

If the whole or any part of a provision of this management statement is void, unenforceable or illegal, then that provision or part provision is severed from this management statement. The remainder of this management statement has full force and effect unless the severance alters the basic nature of this management statement or is contrary to public policy.

Part 8 Works and further subdivisions

55. Carrying out Works

55.1 Obligations before you carry out Works

Before you carry out Works or other works in Kew Schofields, you must obtain all necessary consents:

- (a) subject to clause 55.3, from the Committee;
- (b) your Owner's Corporation; and
- (c) from Government Agencies.

55.2 When to apply for government authority approval

A Member must not apply for Government Authority approval to carry out Works until the Member has obtained Committee and the Owner's Corporation (if required).

55.3 Exclusions

You are not required to obtain consent from the Committee to carry out Works or other works in Kew Schofields which are:

- (a) required to be carried out in accordance with an order by a Government Agency or proper authority (including Court orders); or
- (b) development approval Works which were approved by the relevant consent authority before the date of registration of this management statement,

provided you give the Committee at least 5 Business Days notice of the date you will be carrying out the Works or other works and provide the Committee with any details reasonably required by the Committee about the Works or other works.

- (c) if clause 61 applies.

56. Application process

56.1 Making an application

The Committee may, either generally or in specific cases, specify the plans, drawings and other documents which an applicant must submit with their application under this Part 8 (except clause 61) of the management statement.

56.2 What information must you include in your application?

If you make an application for approval to carry out Works under this clause, the application must:

- (a) be in writing;
- (b) be addressed to the Secretary of the Committee (or the strata manager of your Owner's Corporation depending on who may give consent to the application);
- (c) include the plans, drawings and other documents specified by the Committee according to this Part 8 for the type of Works for which you are seeking approval;
- (d) include the descriptions and samples of exterior materials and colours and external light fittings if they are available;
- (e) include a report setting out the impact of the Works on Shared Facilities, including how the Member proposes to minimise interruption to the Shared Facilities; and
- (f) include a report from a suitably qualified engineer setting out the effect of the Works on the structural integrity of Kew Schofields.

56.3 Minimum requirements for Works

The Works must not:

- (a) adversely affect Kew Schofields;
- (b) at any time, affect the quiet enjoyment of the Owners and Occupiers of the other Lots in Kew Schofields; and
- (c) result in an increase in the amount contributed by the other Members with respect to Shared Facilities.

56.4 Additional information

The Committee or an Owner's Corporation, may require an applicant Member to give additional plans, diagrams or other information to assist in the decision making process. The Committee must make a request for additional information within 10 Business Days of receiving the application. The applicant Member must supply the additional information as soon as reasonably possible.

56.5 Discretion

The Committee and or an Owner's Corporation may act in their absolute discretion when they make decisions about applications. They are not bound by their past decisions.

56.6 Time frame for making a decision

Subject to this clause 56, the Committee must review and make a decision about an application within 20 Business Days after receiving the application (or another period agreed between the parties).

56.7 Notifying the applicant of a decision

The Committee and an Owner's Corporation must immediately advise in writing when they have made a decision about the application. They must:

- (a) clearly describe any conditions which attach to the approval of the application; and
- (b) if the application is not approved, explain in detail the reasons for the decision.

57. Approval process

57.1 Standing Approvals by the Committee

The Committee has the power to make Standing Approvals to approve Works or actions under this Part 8 (except for works under clause 61).

57.2 Conditional approvals

The Committee and an Owner's Corporation may make conditions if they approve an application. The conditions may include, without limitation:

- (a) a reasonable time frame in which the Works must be completed;
- (b) the hours and days during which the Works must be carried out; and
- (c) the methods of accessing Kew Schofields to carry out the Works.

57.3 Revoking an approval

The Committee and an Owner's Corporation may revoke their approval to the application if the applicant Member does not comply with the conditions of approval.

57.4 Additional obligations for an Owner's Corporation

An Owner's Corporation must promptly:

- (a) advise the Committee in writing when it grants consent to an Owner or Occupier to carry out Works under its by-laws or this Part 8; and

- (b) provide the Committee with a copy of the application by the Owner or Occupier to carry out Works and consent given by the Owner's Corporation.

58. Procedures for carrying out Works

58.1 Procedures before you carry out Works

Before you carry out Works under this Part 8 (except for works under clause 61), you must:

- (a) obtain all necessary consents required from Government Agencies;
- (b) arrange with the Committee and, where applicable, your Owner's Corporation, a suitable time and means by which to access the area in which you will carry out the Works;
- (c) comply with the reasonable requirements of the Committee and your Owner's Corporation about the time and means by which you must access Kew Schofields to carry out the Works; and
- (d) ensure that contractors and any other persons involved in carrying out the Works comply with the reasonable requirements of the Committee about the times and means by which they must access Kew Schofields to carry out the Works.

58.2 Procedures when you carry out Works

When you carry out Works under this Part 8, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Committee and your Owner's Corporation;
- (b) carry out the Works in a proper manner and to the reasonable satisfaction of the Committee and, where applicable, your Owner's Corporation;
- (c) regularly remove debris and leave all areas of Shared Facilities and Common Property clean and tidy at all times; and
- (d) repair damage you (or persons carrying out the Works on your behalf) cause to Shared Facilities, Common Property, or the property of a Member, Owner or Occupier.

59. Giving approval to subdivisions

59.1 Subdivisions which create Stratum Lots

If the Owner of a Stratum Lot proposes to subdivide their Stratum Lot to create 2 or more Stratum Lots, you must:

- (a) not object to the subdivision unless the proposed subdivision would detrimentally and substantially affect your use of Shared Facilities or costs contributed to Shared Facilities;
- (b) agree to amendments to this management statement unless your rights and obligations are detrimentally and substantially affected; and
- (c) if a further management statement is required, agree to the new management statement provided that:
 - (i) the new management statement is in the form of this management statement, with any amendments required as a result of the subdivision; and
 - (ii) your rights and obligations under this management statement would not be detrimentally and substantially affected by the further management statement.

59.2 Subdivisions which create Strata Schemes

If the Owner of a Stratum Lot proposes to subdivide their Stratum Lot (or part of its Stratum Lot) to create one or more Strata Schemes, you must not object to the subdivision if:

- (a) the proposed subdivision by a Strata Plan does not detrimentally and substantially affect your use of Shared Facilities or costs contributed to Shared Facilities;
- (b) if the Owner of the Stratum Lot is required to register a strata management statement with the Strata Plan, the proposed strata management statement to be lodged for registration with the Strata Plan is in the form of this management statement with the exception of the following changes:
 - (i) amendments required to ensure compliance with the *Strata Schemes Development Act 2015* (NSW); and
 - (ii) amendments to the terminology used in this management statement required to accommodate the strata subdivision (eg. expanding the definition of Owner to include owners of a Strata Lot); and
- (c) your rights and obligations under this management statement would not be detrimentally and substantially affected by the proposed strata management statement.

59.3 Deemed consent

In the event that your consent is required by the Owner of a Stratum Lot under this clause 59, then you must provide that consent within 28 days of the request by the Owner of the Stratum Lot otherwise you will have deemed to have consented to the subdivision.

59.4 Endorsement of consent

Subject to this clause, you must promptly sign all documents reasonably required by a Member who proposes to subdivide their Stratum Lot by a Subdivision Plan.

59.5 Paying costs

If you propose to subdivide your Stratum Lot by a Subdivision Plan, you must pay reasonable costs incurred by the Committee or a Member in considering the proposed subdivision and endorsing their consent on documents.

60. Contributions if a Subdivision Plan is registered

60.1 Contributions

If a Stratum Lot (or part of a Stratum Lot) is subdivided by a Subdivision Plan, the proportion of Administrative Fund and Sinking Fund contributions which the new Member must contribute is equal to the amount which the Owner of the subdivided lot must contribute according to the Shared Facilities list as determined in accordance with clause 42.1 and as amended following the operation of clause 60.2.

60.2 Procedure for assessing contributions if a Subdivision Plan is registered

These procedures apply when a Stratum Lot (or part of a Stratum Lot) is subdivided by a Subdivision Plan:

- (a) the Member which has subdivided the relevant Stratum Lot or part of a Stratum Lot (**Subdividing Member**) must, within 14 days after registration of the Subdivision Plan, notify the Committee of the share each new Member will contribute towards the Administrative Fund and Sinking Fund;
- (b) if the Subdividing Member does not provide notice within 14 days, the Committee must give the Subdividing Member notice of the share each new Member (and the Subdividing Member (if applicable)) should, in the opinion of the Committee acting reasonably, contribute to towards the Administrative Fund and Sinking Fund; and
- (c) if the Subdividing Member does not notify the Committee of a different share within seven days after receiving the notice under clause 60.2(b), the shares recommended by the Committee will apply.

61. Construction Period

61.1 Development Works

- (a) The Developer may carry out the Development Works for the Construction Period without any need for the approval of the other Members.
- (b) During the Construction Period, the Developer has the right to access Kew Schofields (including the Shared Facilities) which the Developer reasonably requires to access for the purpose of:
 - (i) connecting, installing, extending, augmenting, maintaining or accessing any of the existing Shared Facilities;

- (ii) connecting, installing, extending, augmenting, maintaining or accessing any future Shared Facilities; and/or
 - (iii) carrying the Development Works.
- (c) The Developer must repair any damage caused to the Shared Facilities or other parts of the Building as a result of the Developer exercising the Developer's rights under clause 61.1.
- (d) The Owners and Occupiers must not interfere or delay the Developer in the Developer carrying out the Development Works.

Part 9 Dictionary

62. Definitions

Terms in italics are defined terms. Defined terms (in any form) mean:

Administrative Fund means the fund established by the Committee according to clause 33 to pay for the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Sinking Fund costs.

Apartment means a Lot in the Stratum Plan and if subdivided by a Strata Plan, a Lot in a Strata Plan but excluding Common Property.

Appointment Form means a form in or to the effect of the form in Schedule 1 to appoint Representatives and Substitute Representatives.

Budget means a budget for the Administrative Fund or the Sinking Fund prepared by the Committee according to clause 36.

Business Day means a day on which banks in New South Wales are open for business.

Car Park Accessway means the rights of carriageways shown in the Stratum Plan.

Chairperson means the chairperson of the Committee.

Committee means the building management committee established and maintained by the Members under clause 3 and required by the Development Act.

Common Property has the meaning given in the Management Act.

Construction Period means the period from the date of this management statement until the Development Works have been completed.

Current Address for a Member, Owner or Occupier means the current address at which a person may be served a notice or communication under this management statement.

Current Fax Number for a Member, Owner or Occupier means the current fax number at which a person may be served a notice or communication under this management statement.

Determination Notice means a written notice given by a party according to clause 51.6.

Developer means Schofields One Pty Limited and its successors, assigns, employees, agents and contractors.

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

Development Consent means development consent number granted by Council (as amended from time to time).

Development Works means:

- (a) any form of demolition works, excavation work or landscaping work on Kew Schofields, including in relation to the Building;
- (b) any form of building work or work ancillary to or associated with building work on the Kew Schofields including, without limitation, the installation of Services;
- (c) the staging of construction or strata registration;
- (d) the addition, amendment or deletion of lots, car spaces, offices, retail shops, warehouse units, storage areas or any other area;
- (e) the use and/or operation and/or fitout of any part of the Kew Schofields; and/or
- (f) any form of work other than the forms of work referred to in paragraph (a) and (b) of this definition which is considered necessary or desirable by the Developer;

and as otherwise in accordance with the Development Consent.

Dispute means any dispute, controversy or difference between the Committee, Members, Owners or Occupiers about:

- (a) the construction of this management statement;
- (b) the rights or obligations of the Committee, a Member, an Owner or an Occupier under this management statement;
- (c) amounts which the Committee determines for Administrative Fund or Sinking Fund contributions;
- (d) the Committee passing or failing to pass a Resolution; or
- (e) the operation, maintenance, repair or replacement of a Shared Facility.

Dispute Notice means a written notice of a Dispute given by a party to a Dispute according to clause 51.4.

Easements means the easements, restrictions on use and positive covenants benefiting or burdening parts of Kew Schofields.

Emergency Meeting means a Meeting convened in an emergency according to Part 4 of this management statement.

Facilities Manager means the facilities manager appointed by the Committee under clause 8 to assist the Committee perform its functions in relation to Shared Facilities.

Financial Year means the financial year of the Committee determined according to clause 34.

Fire Safety Device means any item in Kew Schofields which:

- (a) monitors the incidence of smoke, heat or fire;
- (b) signals warnings of smoke, heat or fire;
- (c) provides lighting or directional signals in the case of smoke, heat or fire;
- (d) controls access in to and out of Kew Schofields in an emergency (eg. fire stairs);
- (e) notifies the Fire Brigade (and any other emergency agency) of smoke, heat, fire or an emergency in Kew Schofields;
- (f) retards the spread of smoke, heat or fire through Kew Schofields;
- (g) extinguishes fires in Kew Schofields (eg. hose reels and fire extinguishers); or
- (h) complies with statutory controls for fire safety.

Garbage Room means the garbage rooms designated for the use.

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

GST means any form of goods and services tax or similar value added tax.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other legislation or regulation which imposes, levies, implements or varies a GST and any applicable ruling issued by the Commissioner of Taxation.

LEADR means Lawyers Engaged in Alternative Dispute Resolution (ACN 008 651 232) of Level 4, 233 Macquarie Street, Sydney NSW 2000 or, if no such organisation exists, a similar organisation chosen by the Committee acting reasonably.

Loading Dock means the areas identified as the loading docks on the Stratum Plan.

Lot means a Stratum Lot (or part of a Stratum Lot) and a Strata Lot.

Majority Resolution means a motion passed at a Meeting or an Emergency Meeting for which more than 50% of votes of Members Entitled to Vote are in favour.

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

Meeting means a meeting of the Committee held according to Part 4 of this management statement. A Meeting includes a meeting held in writing according to clause 27.7.

Member means a lot in the Stratum Plan and if the lot has been subdivided by a strata Plan, the Owners Corporation.

Member Entitled to Vote means, for the purposes of exercising their right to vote at a Meeting or an Emergency Meeting, a Member who has paid the Committee:

- (a) all of their Administrative Fund and Sinking Fund contributions up to date; and

(b) all other money they owe the Committee under this management statement, which are due and payable before the Meeting or Emergency Meeting commences.

Membership Form means a form in or to the effect of the form in Schedule 2.

Kew Schofields means the land and buildings.

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

Officer means the Secretary, Treasurer or Chairperson.

Outstanding Levy Certificate means a certificate provided by the Committee according to clause 22.

Owner means the owner of a Stratum Lot (or part of a Stratum Lot) or a Strata Lot.

Owner's Corporation means the owners corporation for a Strata Scheme in Kew Schofields.

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

Representative means a natural person appointed by a Member to represent the Member at Meetings and Emergency Meetings.

Resolution means a motion passed at a Meeting or an Emergency Meeting for which more than 50% of votes of Members Entitled to Vote are in favour.

Rules means rules made by the Committee according to clause 4.5 about the management, operation, maintenance and control of Kew Schofields and Shared Facilities.

Secretary means the secretary of the Committee.

Security Key means a key, magnetic card or other device or information to open and close doors, gates or locks or to operate alarms, security systems or communication systems.

Service Contractor means a person who provides services to the Committee including, without limitation, operational, maintenance, repair and replacement services for Shared Facilities.

Service Contracts means a contract, deed or other agreement between the Committee and a Service Contractor.

Services means water, sewer, electricity, gas, telephone, communication services and the like available to the Members, Owners and Occupiers and includes any additional services which the Committee decides to supply according to clause 50.

Shared Facilities means:

- (a) the items in clause 42.2 and Schedule 1;
- (b) services, facilities, machinery, equipment and other items used by two or more Members;

- (c) costs for items like the Strata Manager, Facilities Manager and premiums for insurances effected by the Committee; and
- (d) other facilities and services nominated by or according to this management statement as Shared Facilities.

Sinking Fund means the fund established by the Committee according to clause 32.2 to pay for the renewal and replacement of Shared Facilities.

Standing Approval means approvals granted by the Committee or an Owner's Corporation according to clause 57.1.

Strata Lot means a lot in a Strata Scheme.

Strata Manager means the strata managing agent appointed by the Committee under clause 7 to manage Kew Schofields and to perform functions for the Committee.

Strata Plan means a strata plan registered according to the *Strata Schemes Development Act 2015* (NSW).

Stratum Plan means the stratum plan registered with this management statement.

Strata Scheme means a strata scheme created according to the *Strata Scheme Development Act 2015* (NSW).

Stratum Lot means a lot in Kew Schofields which has not been subdivided by a Strata Plan.

Subdivision Plan means:

- (a) a plan which subdivides a Stratum Lot into two or more Stratum Lots; and
- (b) a plan which subdivides a Stratum Lot (or part of a Stratum Lot) into one or more Strata Schemes.

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

Tax Invoice has the same meaning as in the GST Law.

Treasurer means the Treasurer of the Committee.

Works means:

- (a) all building and landscaping works that affect the exterior appearance of Kew Schofields means the land and buildings;
- (b) the installation of signage;
- (c) all building works that may affect the structural integrity of another Stratum Lot or Strata Lot; and
- (d) any building works that affect the Shared Facilities.

you means a Member, Owner or Occupier.

63. Rules of interpretation

63.1 Interpreting this management statement

In this management statement a reference to:

- (a) a thing includes the whole or each part of it;
- (b) the singular includes the plural and vice versa;
- (c) a document includes any variation or replacement of it;
- (d) a day means the period starting at midnight and ending 24 hours later;
- (e) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns.

63.2 Headings

Headings are for convenience and do not affect the interpretation of this management statement.

63.3 Rights under this management statement

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

63.4 Severance

If the whole or any part of a provision of this management statement is void, unenforceable or illegal, then that provision or part provision is severed from this management statement and the remainder of this management statement has full force and effect unless the severance alters the basic nature of this management statement or is contrary to public policy.

63.5 Conflict with laws and requirements

If the whole or part of this Part 9 conflicts with any law or a requirement of a Government Agency, it is of no effect to the extent of the conflict.

Schedule 1 Shared Facilities

The clauses in Part 6 of this management statement have important provisions about the use, costs and operation of Shared Facilities in Kew Schofields.

This Schedule should be considered in the context of those clauses.

SHARED FACILITIES TABLE

The percentages in the sixth to ninth columns represent the percentage of the total cost for each Shared Facility that each Member must pay.

No.	Item / Category	Location / Description	Used By	Method of Breakdown	Building 1	Buildings 2 and 3	Total
1	Administration - Auditor, OH & S and Sinking Funds Reports	Appointed to assist the Committee to perform its functions.	All members	Estimate of Usage			100%
2	Car park ventilation	The mechanical ventilation system in the building includes the supply fan systems, exhaust risers, the ducts servicing the exhaust risers and fan motors, plant and any other associated equipment.	All members	Estimate of Usage			100%
3	Electricity consumption	Electricity consumption includes any	All members	Estimate of Usage			100%

No.	Item / Category	Location / Description	Used By	Method of Breakdown	Building 1	Buildings 2 and 3	Total
		shared facility meter located in the switchboard room at Kew Schofields means the land and buildings which measures electrical consumption for all shared facilities and any costs for consumption for Shared Facilities based on the actual use recorded by the Shared Facilities electrical meter					
4	Electrical Infrastructure	<p>The electrical infrastructure servicing Kew Schofields includes:</p> <p>Main Distribution Frame room, main switchboard and room, all electrical meters located in the main switch room, electrical wires, cables and ducts exclusively servicing Shared Facilities, electrical wires, cables and ducts which service more than one component of Kew Schofields, electrical risers - unmetered and electrical riser house services located at Kew Schofields. Electrical infrastructure excludes:</p>	All members	Estimate of Usage			100%

No.	Item / Category	Location / Description	Used By	Method of Breakdown	Building 1	Buildings 2 and 3	Total
		Consumption, electrical wires, cables and ducts which are for the exclusive use of a Member, an Owner or an Occupier.					
5	External lighting	<p>External lighting is the light poles and fittings located in the shared access ways, car park and underside of awnings on Kew Schofields</p> <p>Cost for external lighting includes costs for light fittings, globes, cables, stands, maintenance and electricity consumption.</p>	All members	Gross Floor Area			100%
6	Facilities Manager	The Facilities Manager if appointed includes the services provided by the Facilities Manager appointed by the Committee. Costs for the Building Management includes management fees and costs that the Committee must pay the Facilities Manager in accordance with their agreement.	All members	Estimate of Usage			100%

No.	Item / Category	Location / Description	Used By	Method of Breakdown	Building 1	Buildings 2 and 3	Total
7	Fire System	<p>The fire system is an integrated system situated throughout Kew Schofields. This shared facility comprises, without limitation, the following items:</p> <p>Fire hydrant system, including all valves, booster, pumps, storage tanks and pipe work necessary for the fire hydrant</p> <p>Sprinkler system including all storage tanks, valves, booster pumps, pipe work and electrical infrastructure that form part of the fire sprinkler system;</p> <p>Hose reels and fire extinguishers;</p> <p>Emergency warning and inter-communication system (EWIS) and fire alarm system including, alarms, speakers and electrical infrastructure;</p> <p>Fire control room;</p> <p>Sprinkler valve and hydrant pump room;</p> <p>Fire stairs; and</p>	All members	Estimate of Usage			100%

No.	Item / Category	Location / Description	Used By	Method of Breakdown	Building 1	Buildings 2 and 3	Total
		All other apparatus and infrastructure comprising integrated fire systems at Kew Schofields.					
8	Insurance	Costs for insurance include: Building insurance premiums, machinery breakdown insurance premiums, public liability insurance premiums and any other premiums under other policies effected by the Committee according to this management statement, excesses of insurance policies effected by the Committee, valuations for insurance purposes and other costs incurred by the Committee to effect an insurance policy for Kew Schofields	All Members	Valuation			100%
9	Lift	The Lift known as [] located [TBA] is a shared facility. The Lifts include: Lift lobby; Lift car; All wiring, cables and ducts for the proper operation to and from the lift lobby; stairs and corridors providing access to and from the lift lobby; costs for this shared facility include electricity costs for lighting and access to and		Estimate of Usage			100%

No.	Item / Category	Location / Description	Used By	Method of Breakdown	Building 1	Buildings 2 and 3	Total
		from the lobby, lifts, corridors and stairs using the most direct route.					
10	Travelators	The travelators in Kew Schofields are a shared facility. The travelators include: handrails, motors, stairs; All wiring, cables and ducts for the proper operation to and from the travelator; costs for this shared facility include electricity costs for operation.		Estimate of Usage			100%
11	Loading dock	This facility will be used for delivery and removalist purposes only. Costs including signage, repair and maintenance, cleaning and replacement.	Lot []	Estimate of Usage			100%
12	Master Antenna Television System (MATV system)	The MATV antenna system is the TV antenna systems in which a master TV antenna is the [TBA].		Estimate of Usage			100%

No.	Item / Category	Location / Description	Used By	Method of Breakdown	Building 1	Buildings 2 and 3	Total
13	Shared Pedestrian Access ways	The open spaces areas are situated throughout Kew Schofields. Costs associated with the open space areas include the cost of signage, cleaning and any repairs and maintenance.	All members	Estimate of Usage			100%
14	Pest Control	Regular inspections of Shared Facilities for pest inspection and treatment of pests in Shared Facilities.	All members	Estimate of Usage			100%
15	Security system	The security system for Kew Schofields will include all security infrastructure giving access to all Shared Facilities, the Building via lobbies, doors, roller, shutters, lifts and access ways including security cameras and associated monitoring and recording equipment. The security system excludes costs associated with the supply of individual strata/lot owner access cards and keys.	All members	Estimate of Usage			100%

No.	Item / Category	Location / Description	Used By	Method of Breakdown	Building 1	Buildings 2 and 3	Total
16	Strata Management Services	Strata management services includes the services provided by the Strata Manager subject to their agency agreements as appointed by the Committee.	All members	Estimate of Usage			100%
17	Water, drainage and sewerage services infrastructure	This Shared Facility includes without limitation, cold water booster pumps, domestic water pressure system, subsoil pumps, sewer pumps and pit, town water mains, sewage pipes, down pipes and onsite storm water pipe out pit.	All members	Estimate of Usage			100%
18	Cleaning	Cost associated with the cleaning of the Shared Facilities	All members	Estimate of Usage			100%

No.	Item / Category	Location / Description	Used By	Method of Breakdown	Building 1	Buildings 2 and 3	Total
19	Plant Rooms and Plant Zones	The Plant Rooms are located throughout Kew Schofields housing various apparatus servicing the infrastructure of the building.	All members	Estimate of Usage			100%

Schedule 2 Appointment Form

Kew Schofields

Appointment Form

This form is for use by Members of the Committee who wish to appoint a new or replacement Representative or Substitute Representative. See clause 16 in the management statement for more information.

Date	
Your name	
Strata Scheme	

Part A

Appointment of a new Representative

Complete this part if you have not previously appointed a Representative.

Name of Representative	
Address of Representative	
Telephone number of Representative	
Facsimile number of Representative	
Do you authorise your Representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Committee?	

Part B

Appointment of a replacement Representative

Complete this part if you have previously appointed a Representative and you wish to appoint a different Representative. When the Committee receives this form, the appointment of your previous Representative is terminated and the new Representative is appointed.

Name of current Representative	
Name of new Representative	

Address of new Representative	
Telephone number of new Representative	
Facsimile number of new Representative	
Do you authorise your new Representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Committee?	

Part C

Appointment of a new Substitute Representative

Complete this part if you have not previously appointed a Substitute Representative.

Name of Substitute Representative	
Address of Substitute Representative	
Telephone number of Substitute Representative	
Facsimile number of Substitute Representative	
Do you authorise your Substitute Representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Committee?	

Part D

Appointment of a replacement Substitute Representative

Complete this part if you have previously appointed a Substitute Representative and you wish to appoint a different Substitute Representative. When the Committee receives this form, the appointment of your previous Substitute Representative is terminated and the new Substitute Representative is appointed.

Name of current substitute Representative	
Name of new Substitute Representative	
Address of new Substitute Representative	
Telephone number of new Substitute Representative	
Facsimile number of new Substitute Representative	
Do you authorise your new Substitute Representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Committee?	

Signature or execution by Member

Signature of Representative or Substitute Representative (or Replacement Member or Substitute Member)

Notes

1. The Representative or Substitute Representative (or Replacement Representative or Substitute Representative) appointed by this form must be a natural person.
2. This form is effective only if it is signed by the Member, Representative or Substitute Representative (or Replacement Member or Substitute Member).

Schedule 3 Membership Form

Kew Schofields

Membership Form

This form is for use by new Members of the Committee or existing Members who lease their lot or change their contact details. See clause 30 in the management statement for more information.

Date	
Your name	
Lot owned	

Part A: New Member

Complete this part if you have purchased a Stratum Lot or are a new Owner's Corporation

Date on which you became a Member	
Your address for service of notices	
Your telephone number	
Your facsimile number	
Your e-mail address	

Part B: New tenant or licensee

Complete this part if you are the Owner of a Stratum Lot and you have leased or licensed your Lot (or part of it) or you have a new tenant or licensee.

Name of tenant or licensee	
Term of lease	
Name of contact person	
Their address for service of notices	
Their telephone number	

Their facsimile number	
Their e-mail address	

Part C: Change of address details

Complete this part if you have changed your address or other contact details

New address for service of	
New contact person	
New telephone number	
New facsimile number	
New e-mail address	

Signature or execution by Member _____

Schedule 4 Proxy Form

Kew Schofields

Proxy Form

Date	
Name of Member, Representative or Substitute Representative	
Name of Member who appointed Representative or Substitute Representative	
Name of proxy	
Address of proxy	

I/we, _____, appoint _____ as my/our proxy for the purpose of Meetings and Emergency Meetings of the Committee (including adjourned Meetings and Emergency Meetings)

Period or number of meetings for which appointment of my/our is valid for _____
*months/meetings

* This form authorises the proxy to vote on my/our behalf on all matters OR * This form authorises the proxy to vote on my/our behalf on the following matters only and in the manner specified below:

Signature or execution by
Member (if proxy appointed by
Member)

Signature or Representative or
Substitute Representative (if
proxy appointed by them)

Signature of proxy

Notes

1. The proxy appointed by this form must be a natural person.
1. This form is effective only if it is signed by the Member, Representative or Substitute Representative (as appropriate) and the proxy.
2. This form does not authorise voting on a matter if the Representative or Substitute Representative of the Member is present at the relevant Meeting or Emergency Meeting and personally votes on the matter.
3. This form is ineffective unless it is given to the Secretary of the Committee at or before the first Meeting in relation to which it is to operate and it contains the date on which it was made.
4. This form will be revoked by a later proxy appointment form delivered to the Secretary of the Committee.
5. A vote by the proxy which does not comply with the directions to vote given by the Member, Representative or Substitute Representative who appointed the proxy is void.

Signing page

Executed by
in accordance with section 127 of the
Corporations Act 2001 (Cth) by:

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 1 of 7 sheets)

Plan: Plan of Subdivision of Lot 1 and 2 in in Subdivision Certificate

Full Name and Address of the Registered Proprietor of the Land: Schofields 1B Pty Ltd ACN 627 858 146
Suite 1301, Level 13
88 Phillip Street
Sydney NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement For Support & Shelter (Whole of Lot)	Each Lot	Each Lot
2.	Easement for Services (Whole of Lot)	Each Lot	Each Lot
3.	Easement for Emergency Egress (Whole of Lot)	Each Lot	Each Lot
4.	Easement for Access Shared Facilities (Whole of Lot)	Each Lot	Each Lot
5.	Right of Access (A)	2	1
6.	Right to Use Loading Dock (B)	2	1
7.	Right to Use Garbage Hold (C)	2	1
8.	Easement for Light and Air (D)	2	1

PART 2 (Terms)

1. Terms of Easement for Support & Shelter (Whole of Lot) numbered 1 in the plan

An Easement for support and shelter as defined in and subject to section 106 of the Act as if the Easement was created under that section of the Act.

2. Terms of Easement for Services (Whole of Lot) numbered 2 in the plan

2.1 The Grantee and its Authorised Users may:

- (a) use each Lot Burdened to install and provide Services to and from each Lot Benefited;

Plan:

Plan of Subdivision of Lots 1 and 2 in DP
in Subdivision Certificate

- (b) do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened;
 - (iii) carrying out work within the Easement Site, such as repairing, maintaining or replacing the Services.

2.2 The Grantee must keep the Services in good repair and safe condition.

2.3 In exercising those powers, the Grantee must and its Authorised Users must:

- (a) before entering the Lot Burdened give to the Grantor reasonable notice (except in the case of an emergency where no notice is required), of the Grantee's intended exercise of its rights under this Easement and indicate generally the identity of the person authorised by it to exercise the Grantee's rights under this Easement;
- (b) ensure all work is done properly and in a good and workmanlike manner;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it;
- (d) restore the Lot Burdened as nearly as practicable to its former condition; and
- (e) make good any collateral damage which they cause, at their expense.

3. Terms of Easement for Emergency Egress (Whole of Lot) numbered 3 in the plan

3.1 The Grantee and Authorised Users may pass and repass across the fire stairs and passages within the Lot Burdened by foot only and only for the purpose of egressing from the Lot Benefited:

- (a) in an emergency; or
- (b) in the case of a fire or a fire drill; or
- (c) if the lifts are not operational or are otherwise unavailable.

3.2 In exercising its powers under clause 3.1, the Grantee and Authorised Users must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
- (c) make good any collateral damage.

.....
Signature of Council

Plan:

Plan of Subdivision of Lots 1 and 2 in DP
in Subdivision Certificate

4. Terms of Easement to Access Shared Facilities (Whole of Lot) numbered 4 in the plan

4.1 The Grantee and its Authorised Users may:

- (a) use each Lot Burdened, but only within the Easement Site, to access the Shared Facilities to and from each Lot Benefited together with the right to use that part of the Lot Burdened reasonably required to use the Shared Facilities;
- (b) do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened;
 - (iii) carrying out work within the Easement Site, such as repairing or maintaining the Shared Facilities.

4.2 In exercising those powers, the Grantee must and its Authorised Users must:

- (a) before entering the Lot Burdened give to the Grantor reasonable notice (except in the case of an emergency where no notice is required), of the Grantee's intended exercise of its rights under this Easement and indicate generally the identity of the person authorised by it to exercise the Grantee's rights under this Easement;
- (b) ensure all work is done properly and in a good and workmanlike manner;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it;
- (d) restore the Lot Burdened as nearly as practicable to its former condition; and
- (e) make good any collateral damage which they cause, at their expense.

4.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.

3.3 A Strata Management Statement may regulate the apportionment of costs in relation to the Easement.

3.4 To the extent of any inconsistency between the Strata Management Statement and this Instrument, this Instrument will prevail.

5 Terms of Right of Access (A) numbered 5 in the plan

5.1 The Grantee may:

- (a) by any reasonable means pass across each Lot Burdened, but only within the Easement Site, to get to and from the Lot Benefited; and
- (b) do anything reasonably necessary for that purpose, including:

.....
Signature of Council

Plan:

Plan of Subdivision of Lots 1 and 2 in DP
in Subdivision Certificate

- (i) entering into the Lot Burdened;
- (ii) taking anything on to the Lot Burdened;
- (iii) carrying out work within the Easement Site, such as repairing or maintaining the Easement Site.

5.2 In exercising those powers, the Grantee must:

- (a) ensure all work is done properly and in a good and workmanlike manner;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it;
- (d) restore the Lot Burdened as nearly as practicable to its former condition; and
- (e) make good any collateral damage which they cause, at their expense.

6. Terms of Right to Use Garbage Hold (C) numbered 6 in the plan

6.1 The Grantee and its Authorised Users may:

- (a) use each Lot Burdened, but only within the Easement Site, to access the Garbage Room to and from each Lot Benefited together with the right to use that part of the Lot Burdened reasonably required to use the Garbage Room;
- (b) do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened;
 - (iii) carrying out work within the Easement Site, such as repairing or maintaining the Garbage Room or items in the Garbage Room.

6.2 In exercising those powers, the Grantee must and its Authorised Users must:

- (a) before entering the Lot Burdened give to the Grantor reasonable notice (except in the case of an emergency where no notice is required), of the Grantee's intended exercise of its rights under this Easement and indicate generally the identity of the person authorised by it to exercise the Grantee's rights under this Easement;
- (b) ensure all work is done properly and in a good and workmanlike manner;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it;

.....
Signature of Council

Plan:

Plan of Subdivision of Lots 1 and 2 in DP
in Subdivision Certificate

- (d) restore the Lot Burdened as nearly as practicable to its former condition; and
 - (e) make good any collateral damage which they cause, at their expense.
- 6.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.
- 6.4 A Strata Management Statement may regulate the apportionment of costs in relation to the Easement.
- 6.5 To the extent of any inconsistency between the Strata Management Statement and this Instrument, this Instrument will prevail.
- 7 Terms of Easement of Right to Use Loading Dock (C) numbered 7 in the plan**
- 7.1 The Grantee and its Authorised Users may:
- (a) pass and repass over the service corridors within the Easement Site to access the Loading Dock;
 - (b) use the Loading Dock within the Easement Site, subject to the availability of the Loading Dock and any rules of operation of the Loading Dock reasonably determined by the Building Management Committee from time to time, to load and unload goods; and
 - (c) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened; and
 - (ii) taking anything onto the Lot Burdened.
- 7.2 In exercising those powers, the Grantee and its Authorised Users must:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
 - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (c) restore the Lot Burdened as is practicable to its former condition; and
 - (d) make good any collateral damage.
- 7.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.
- 7.4 A Strata Management Statement may regulate the apportionment of costs in relation to the Easement.
- 7.4 To the extent of any inconsistency between the Strata Management Statement and this Instrument, this Instrument will prevail.

.....
Signature of Council

Plan: Plan of Subdivision of Lots 1 and 2 in DP
in Subdivision Certificate

8 Terms of Easement for Light and Air (D) numbered 8 in the plan

This Easement is for the free and interrupted access of light and air crossing through the airspace vertically above the Lot Burdened to and from the windows, doors and apertures on any building or to be erected on the Lot Benefited.

9. Definitions

For the purpose of this Instrument, the following definitions apply:

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

Authorised Users means any person authorised by the Grantee and Council and includes:

- (a) if the Grantee is an Owners Corporation, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation; and
- (b) the Grantee's tenants, employees, agents, contractors and licensees.

Building means the building erected on proposed lot 2 in the Plan.

Building Management Committee means the committee established under the Strata Management Statement.

Council means Blacktown City Council or its successor.

Easement means an easement, positive covenant or restriction on the use of land created in this Instrument.

Easement Site means in relation to an easement:

- (a) the site of the easement identified in the Plan;
- (b) all items within the site of the easement identified in the Plan which are the subject of the Easement.

Garbage Room means the garbage room located on basement level in the Building.

Grantee means the registered proprietor of a Lot Benefited or Council.

Grantor means the registered proprietor of a Lot Burdened.

Instrument means this section 88B instrument.

Loading Dock means the loading dock located on the Lot Burdened.

Lot Benefited means the whole or any part of a lot in the Plan having the benefit of an Easement.

Lot Burdened means the whole or any part of a lot in the Plan having the burden of an Easement.

.....
Signature of Council

Plan: Plan of Subdivision of Lots 1 and 2 in DP
in Subdivision Certificate

Owners Corporation means an owners corporation created on registration of a Strata Plan.

Plan means a plan to which this Instrument relates.

Pipes means wires, cables and conduits.

Services means any condenser units, air conditioning units, Pipes, poles, structures and equipment or other services, including water, recycled water, sewerage, drainage, gas, electricity, ventilation, exhaust, air, ducted air, security, fire, mechanical, conditioned air, telephone and other communications, television, television or radio impulses or signals service required for the operation of the Lot Benefited.

Shared Facilities has the same meaning given in the Strata Management Statement.

Strata Plan means a strata plan registered under the Act.

Strata Management Statement means a strata management statement registered according to the Act which applies to any lots in the Plan or such further strata plan.

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

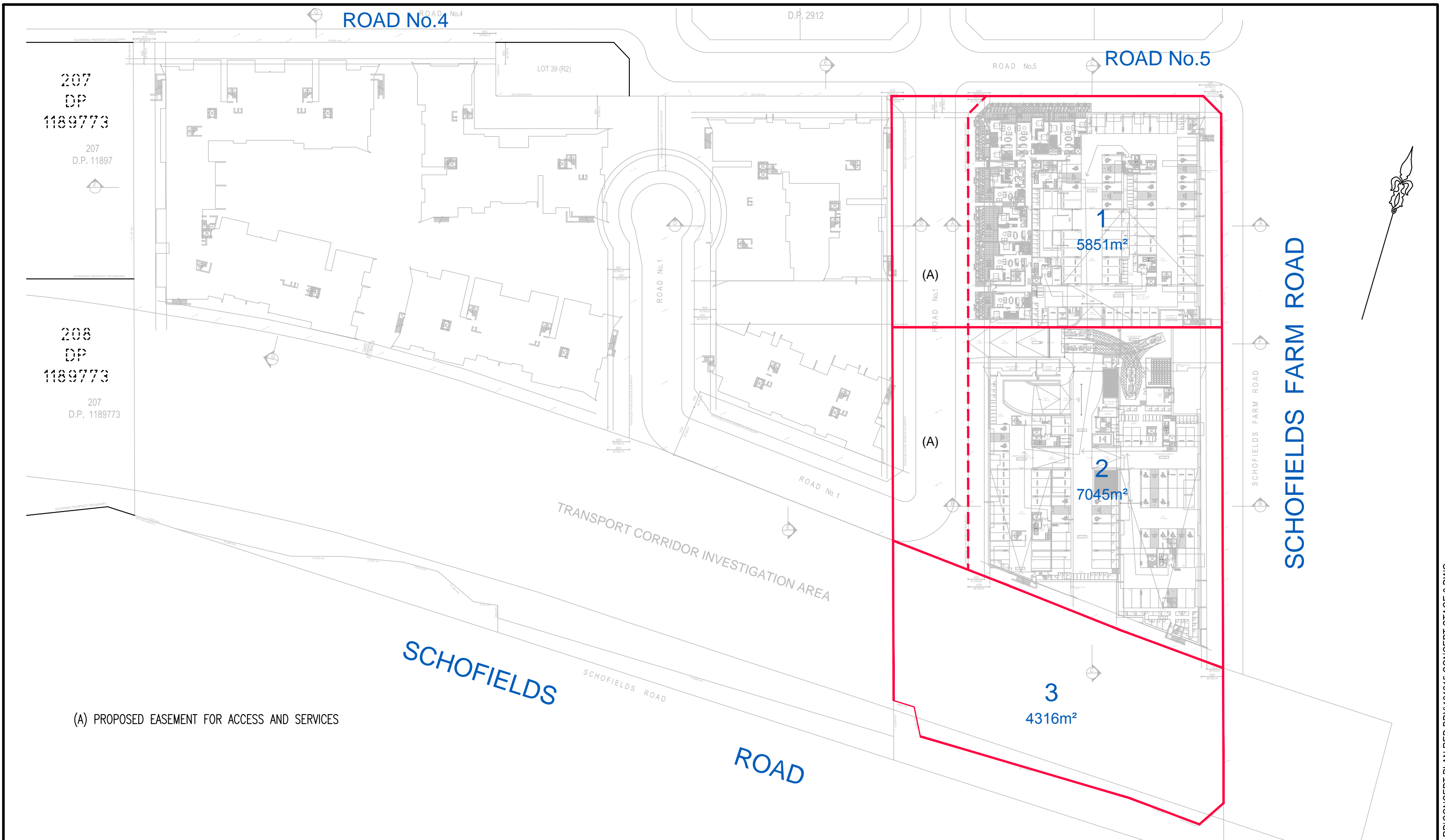
**Executed by Schofields 1B Pty Ltd ACN 627
858 146** in accordance with section 127 of the
Corporations Act 2001 (Cth) by:

Signature of sole Director and sole Company
Secretary

Full name (print)

Execution of mortgagee

.....
Signature of Council



(A) PROPOSED EASEMENT FOR ACCESS AND SERVICES

ISSUE	DATE	AMENDMENT	BY

CONCEPT PLAN - STAGE 0
SUBDIVISION OF
LOT 211 IN DP 1189773
No 23-27 SCHOFIELDS ROAD
SCHOFIELDS

CLIENT: SCHOFIELDS ONE UNIT TRUST

LINKER SURVEYING
 Suite 301, Level 3, 55 Holt Street
 Surry Hills NSW 2010
 PO Box 1807
 Strawberry Hills NSW 2012
 t: (02) 9212 4655
 f: (02) 9212 5254
 email: reception@linkersurveying.com.au
 web site: www.linkersurveying.com.au

veris
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REDUCTION RATIO 1 : 1000

0 10 20 30 40 50 60 70 80 90 100
 LENGTHS ARE IN METRES

TITLE No:	REF:161215
DATUM:	ISSUE:1
DATE OF SURVEY:	ISSUE DATE:20.06.18
SURVEYOR: MKA	SHEET SIZE:A3
DRAFTER: DW	SHEET 1 OF 1 SHEETS



Order number: 50856380
Your Reference: 615884
07/05/18 14:29



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 211/1189773

SEARCH DATE	TIME	EDITION NO	DATE
7/5/2018	2:29 PM	5	7/2/2018

LAND

LOT 211 IN DEPOSITED PLAN 1189773
AT SCHOFIELDS
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF GIDLEY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1189773

FIRST SCHEDULE

SCHOFIELDS ONE PTY LIMITED (T AK479826)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN102495 MORTGAGE TO PERPETUAL CORPORATE TRUST LIMITED

NOTATIONS

UNREGISTERED DEALINGS: PP DP1240958 PP SP97039 PP SP97040
PP SP97041 PP SP97042.

*** END OF SEARCH ***

PRINTED ON 7/5/2018

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.
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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

Office Use Only

Office Use Only

Registered:

DRAFT
PRINTED 27 AUG 2018
ISSUE 2A
LOT NUMBERS AMENDED - MS

This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*

LOCATION PLAN

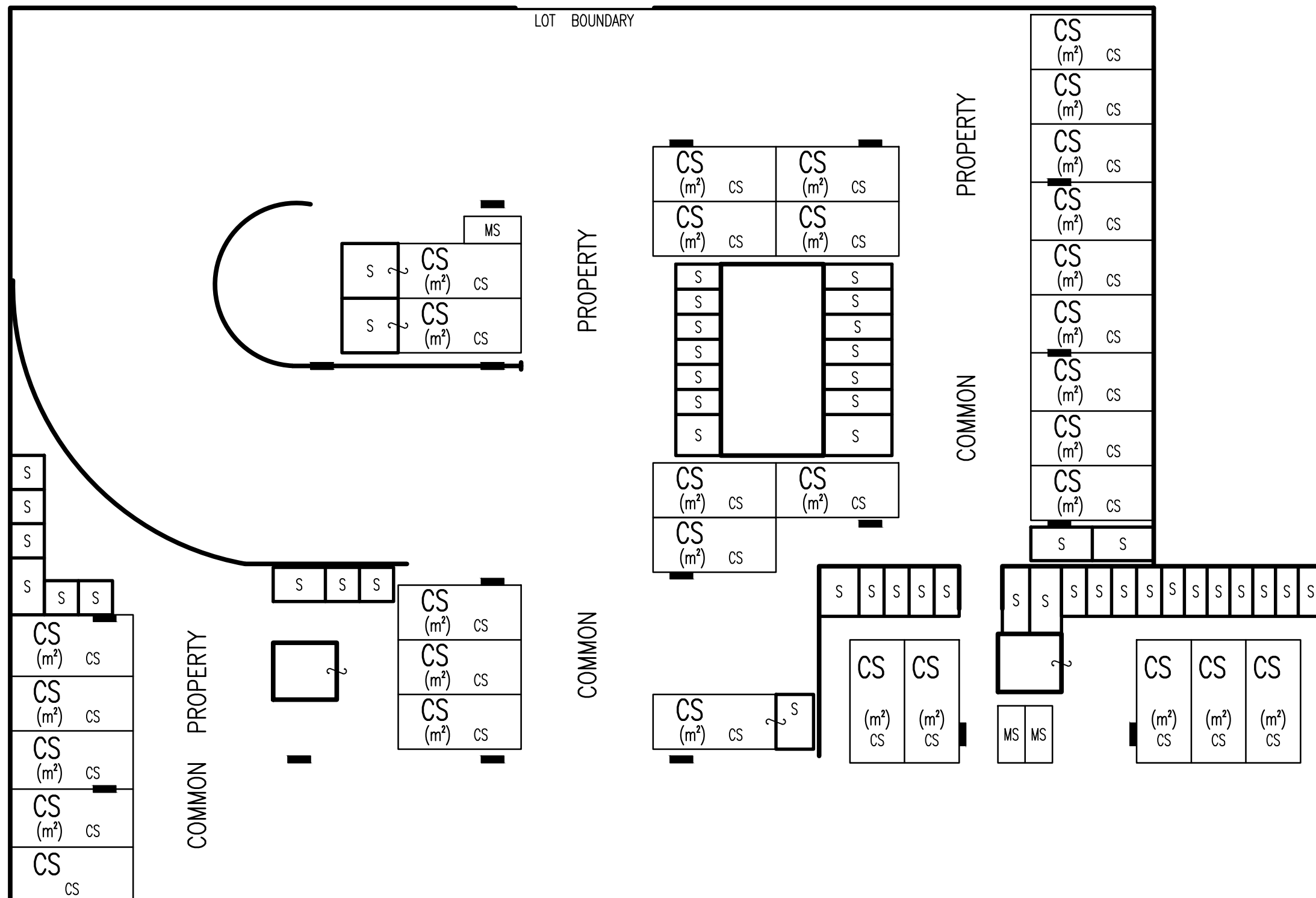
TO BE COMPLETED ON FINAL PLAN

RECEIVED: 17 JULY 2018

<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 161215 DSP LOT 2 MS</p>	<p>PLAN OF SUBDIVISION OF LOT 2 IN DP _____</p>	<p>LGA: BLACKTOWN Locality: SCHOFIELDS Reduction Ratio: 1: 200 Lengths are in metres.</p>	<p>REGISTERED CONTRACT PLAN Plan compiled from architectural CAD data. Plan is subject to final survey after completion of construction.</p>	<p>DRAFT PRINTED 27 AUG 2018 ISSUE 2A LOT NUMBERS AMENDED - MS</p>
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BASEMENT LEVEL 1

THIS PLAN IS BASED ON PLANS BY
 PBD ARCHITECTS
 DWG No.: DA1101 - BASEMENT ONE NORTH FLOOR PLAN
 RECEIVED: 17 JULY 2018



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CS - CAR SPACE

MS - MOTOR CYCLE SPACE WITHIN COMMON PROPERTY

S - STORAGE SPACE

SURVEYOR
 Name: MARK JOHN ANDREW
 Date:
 Reference: 161215 DSP LOT 2 MS

PLAN OF SUBDIVISION OF LOT 2 IN
 DP _____

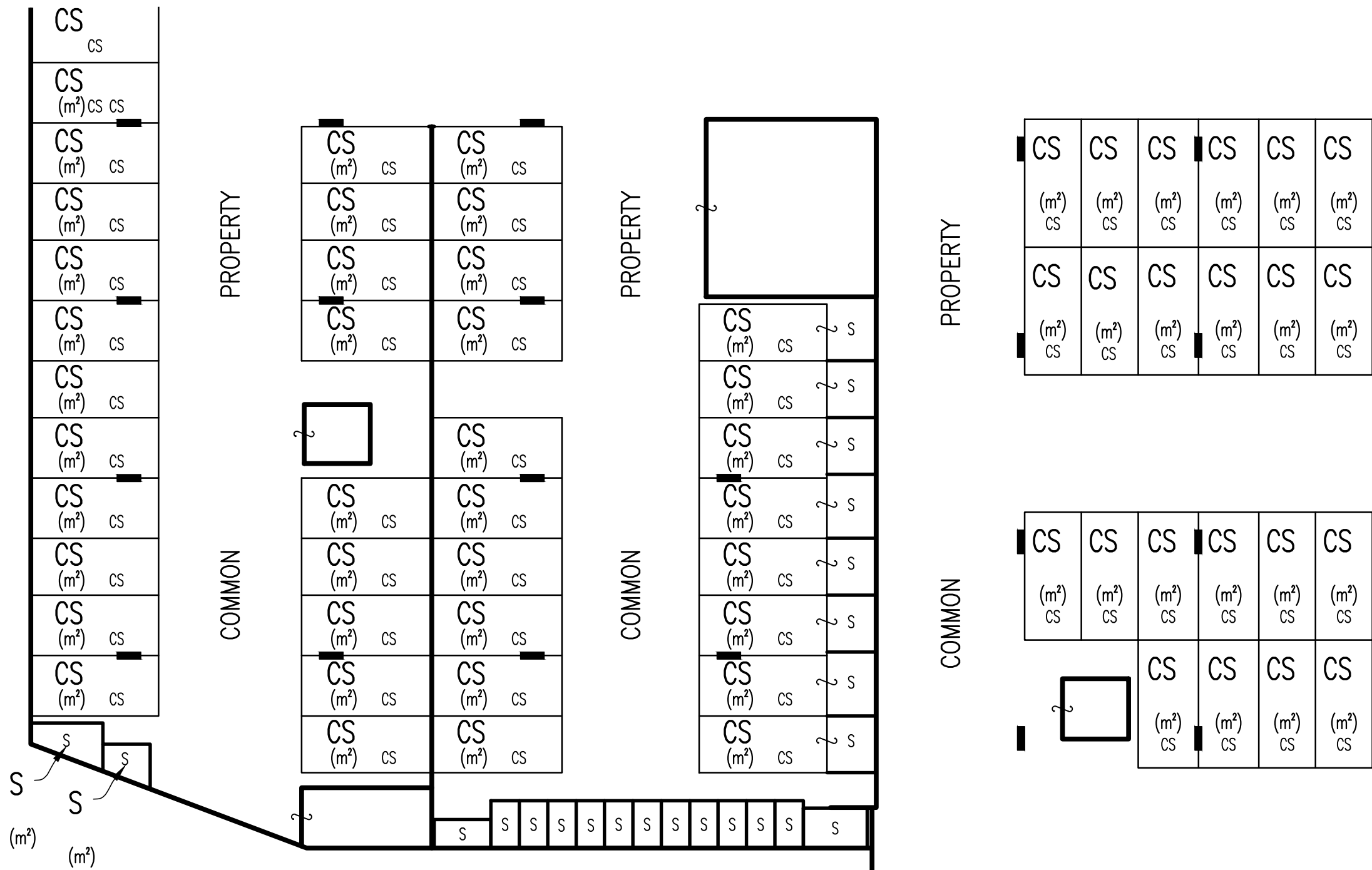
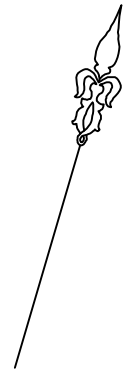
LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED
CONTRACT PLAN
 Plan compiled from
 architectural CAD data.
 Plan is subject to final
 survey after completion
 of construction.

DRAFT
 PRINTED 27 AUG 2018
 ISSUE 2A
 LOT NUMBERS AMENDED - MS

BASEMENT LEVEL 1

THIS PLAN IS BASED ON PLANS BY
 PBD ARCHITECTS
 DWG No.: DA1101 - BASEMENT ONE NORTH FLOOR PLAN
 RECEIVED: 17 JULY 2018



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CS - CAR SPACE

S - STORAGE SPACE

SURVEYOR
 Name: MARK JOHN ANDREW
 Date:
 Reference: 161215 DSP LOT 2 MS

PLAN OF SUBDIVISION OF LOT 2 IN
 DP _____

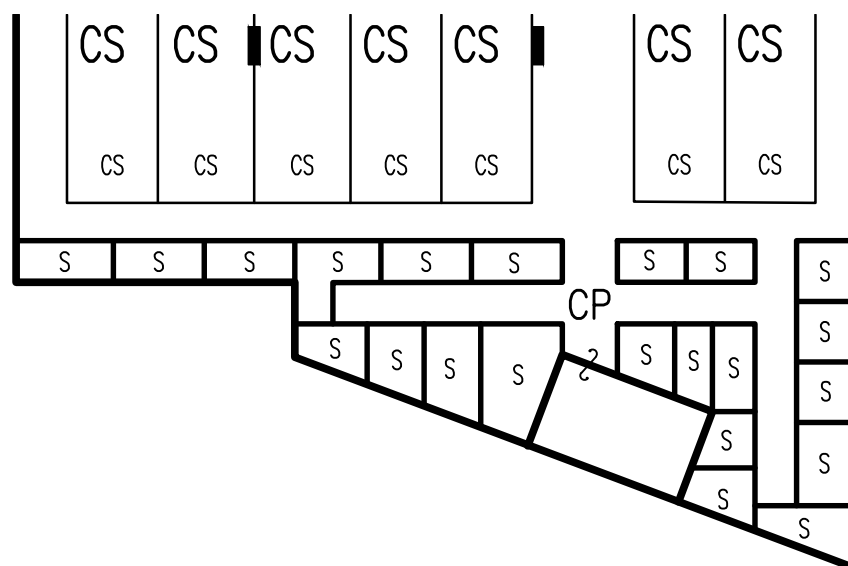
LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED
CONTRACT PLAN
 Plan compiled from
 architectural CAD data.
 Plan is subject to final
 survey after completion
 of construction.

DRAFT
 PRINTED 27 AUG 2018
 ISSUE 2A
 LOT NUMBERS AMENDED - MS

BASEMENT LEVEL 1

THIS PLAN IS BASED ON PLANS BY
 PBD ARCHITECTS
 DWG No.: DA1101 - BASEMENT ONE NORTH FLOOR PLAN
 RECEIVED: 17 JULY 2018



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- CP - COMMON PROPERTY
- CS - CAR SPACE
- S - STORAGE SPACE

SURVEYOR
 Name: MARK JOHN ANDREW
 Date:
 Reference: 161215 DSP LOT 2 MS

PLAN OF SUBDIVISION OF LOT 2 IN
 DP _____

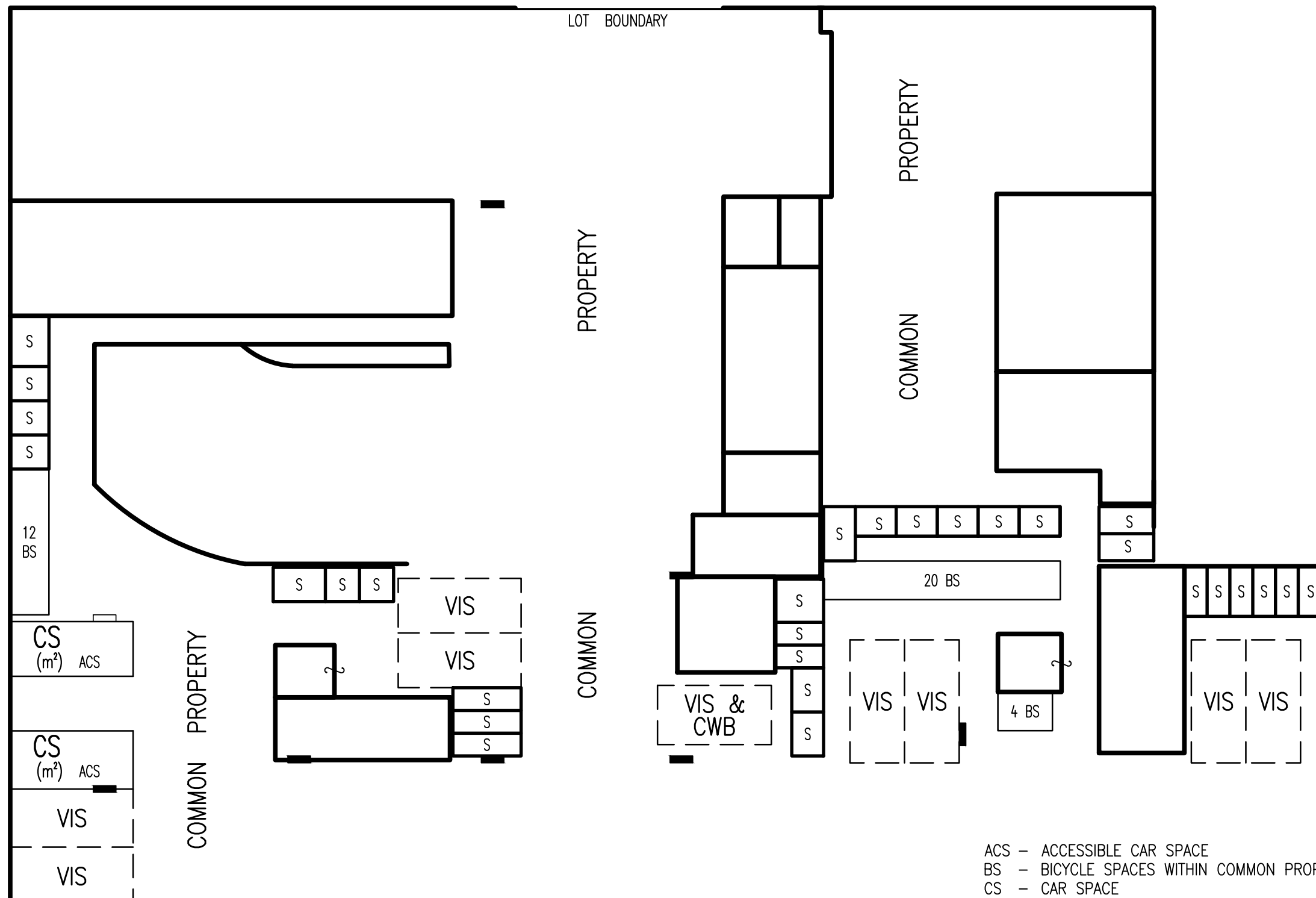
LGA: BLACKTOWN
 Locality: SCHOFIELDS
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DRAFT
 PRINTED 27 AUG 2018
 ISSUE 2A
 LOT NUMBERS AMENDED - MS

LOWER GROUND LEVEL

THIS PLAN IS BASED ON PLANS BY
 PBD ARCHITECTS
 DWG No.: DA1104 - LOWER GROUND SOUTH FLOOR PLAN
 RECEIVED: 17 JULY 2018



- ACS - ACCESSIBLE CAR SPACE
- BS - BICYCLE SPACES WITHIN COMMON PROPERTY
- CS - CAR SPACE
- CP - COMMON PROPERTY
- CWB - CAR WASH BAY WITHIN COMMON PROPERTY
- S - STORAGE SPACE
- VIS - VISITOR CAR SPACE WITHIN COMMON PROPERTY

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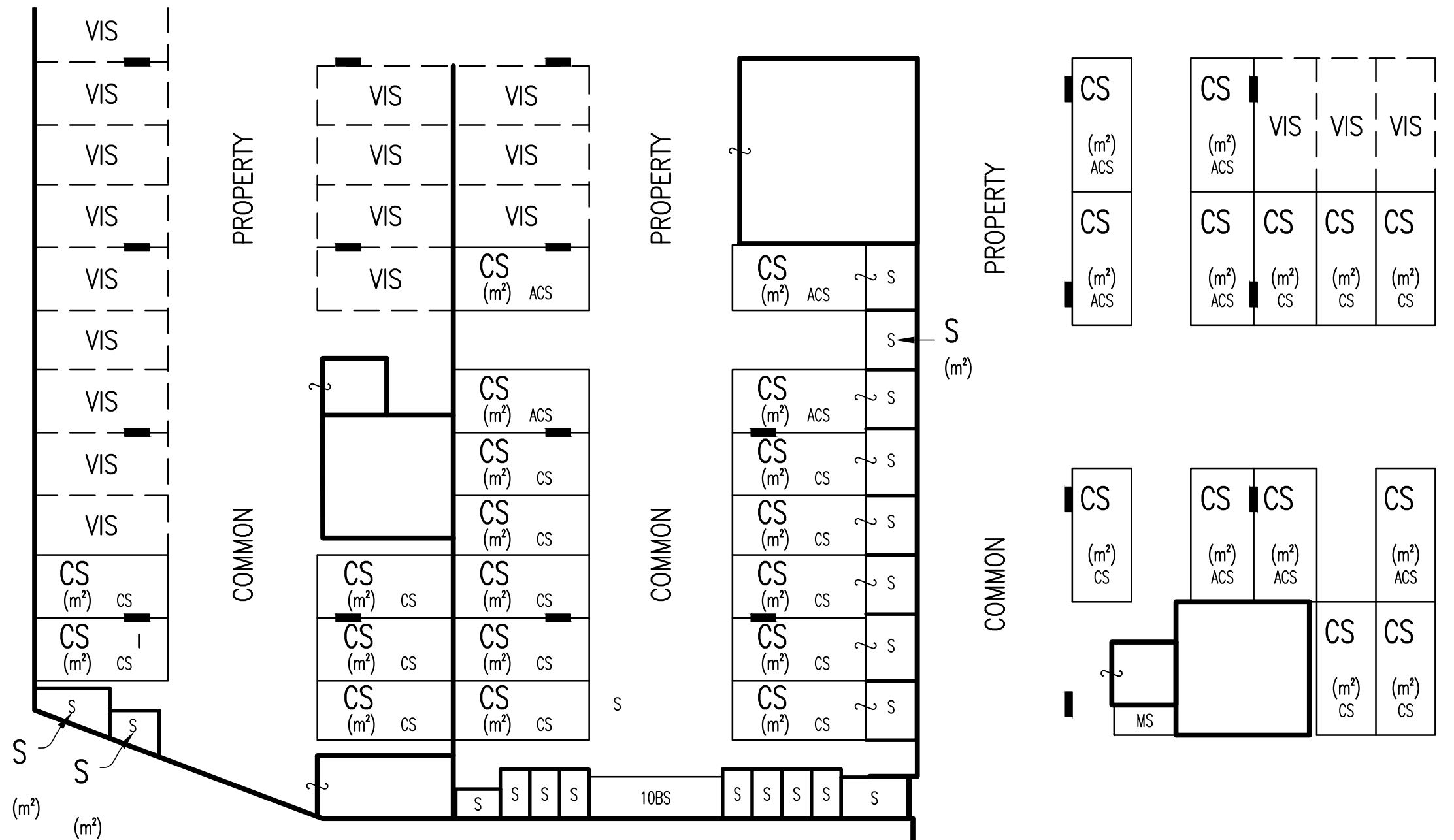
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<p>SURVEYOR Name: MARK JOHN ANDREW Date: Reference: 161215 DSP LOT 2 MS</p>	<p>PLAN OF SUBDIVISION OF LOT 2 IN DP _____</p>	<p>LGA: BLACKTOWN Locality: SCHOFIELDS Reduction Ratio: 1:200 Lengths are in metres.</p>	<p>REGISTERED CONTRACT PLAN Plan compiled from architectural CAD data. Plan is subject to final survey after completion of construction.</p>	<p>DRAFT PRINTED 27 AUG 2018 ISSUE 2A LOT NUMBERS AMENDED - MS</p>
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LOWER GROUND LEVEL

THIS PLAN IS BASED ON PLANS BY
 PBD ARCHITECTS
 DWG No.: DA1104 - LOWER GROUND SOUTH FLOOR PLAN
 RECEIVED: 17 JULY 2018



- ACS - ACCESSIBLE CAR SPACE WITHIN COMMON PROPERTY
- BS - BICYCLE SPACES WITHIN COMMON PROPERTY
- CS - CAR SPACE
- MS - MOTOR CYCLE SPACE WITHIN COMMON PROPERTY
- S - STORAGE SPACE
- VIS - VISITOR CAR SPACE WITHIN COMMON PROPERTY

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 Date:
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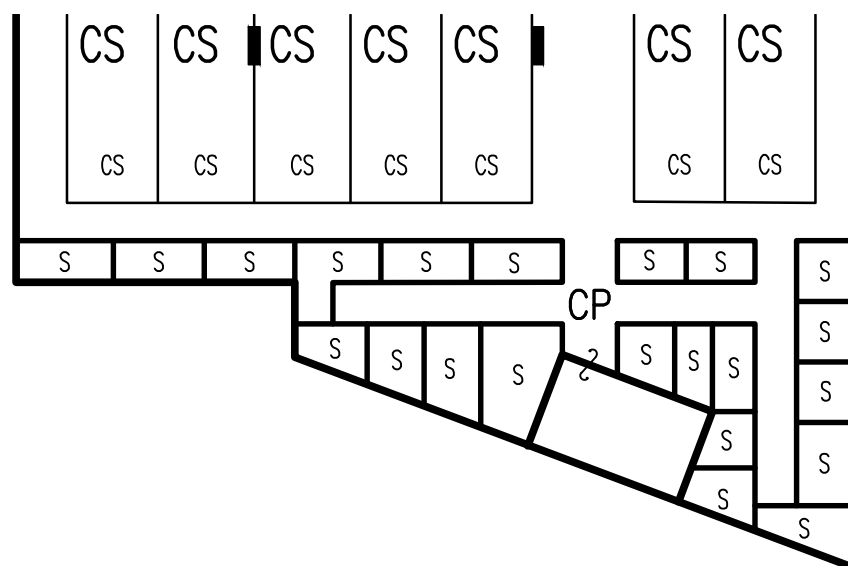
LGA: BLACKTOWN
 Locality: SCHOFIELDS
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DRAFT
 PRINTED 27 AUG 2018
 ISSUE 2A
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LOWER GROUND LEVEL

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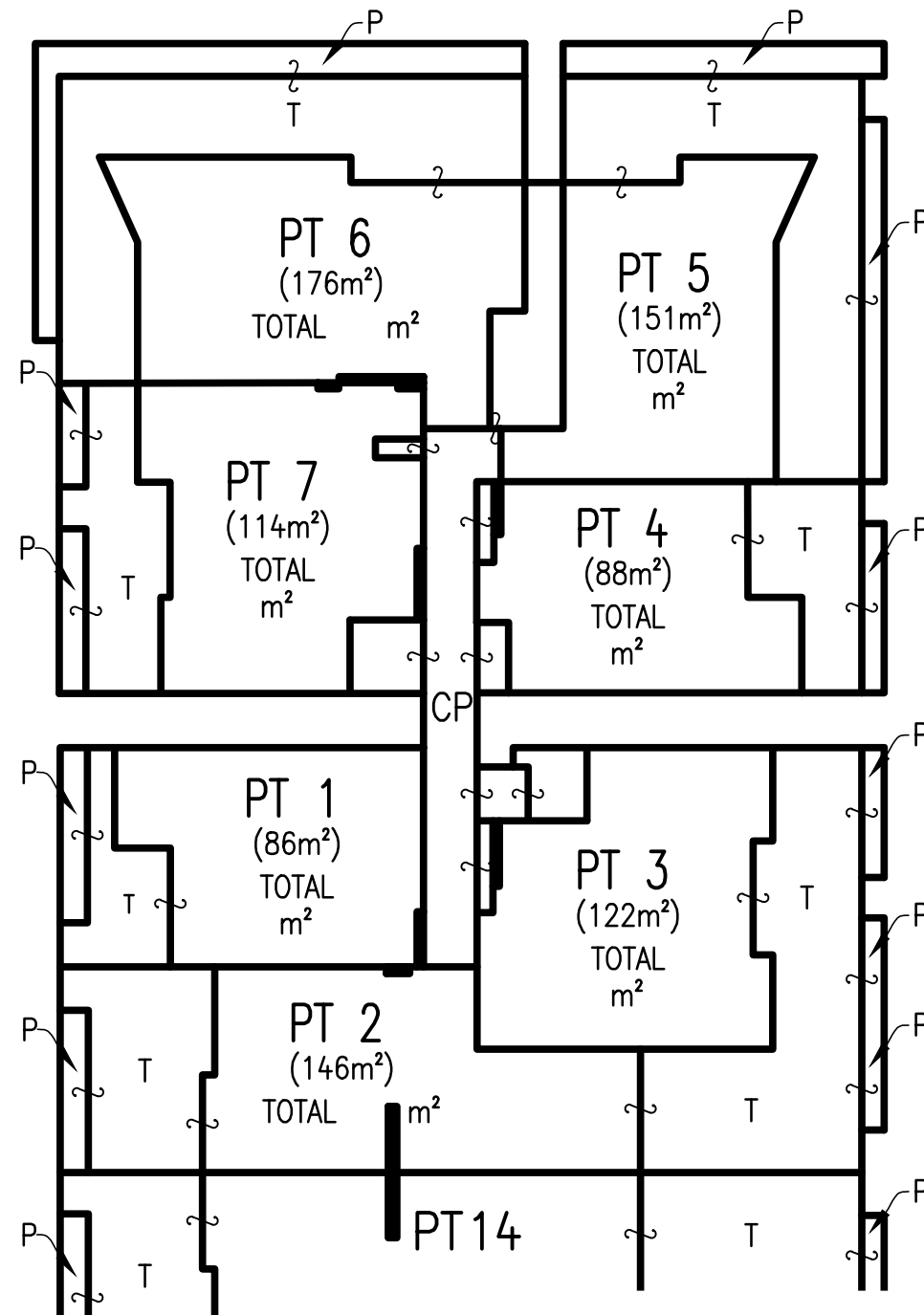
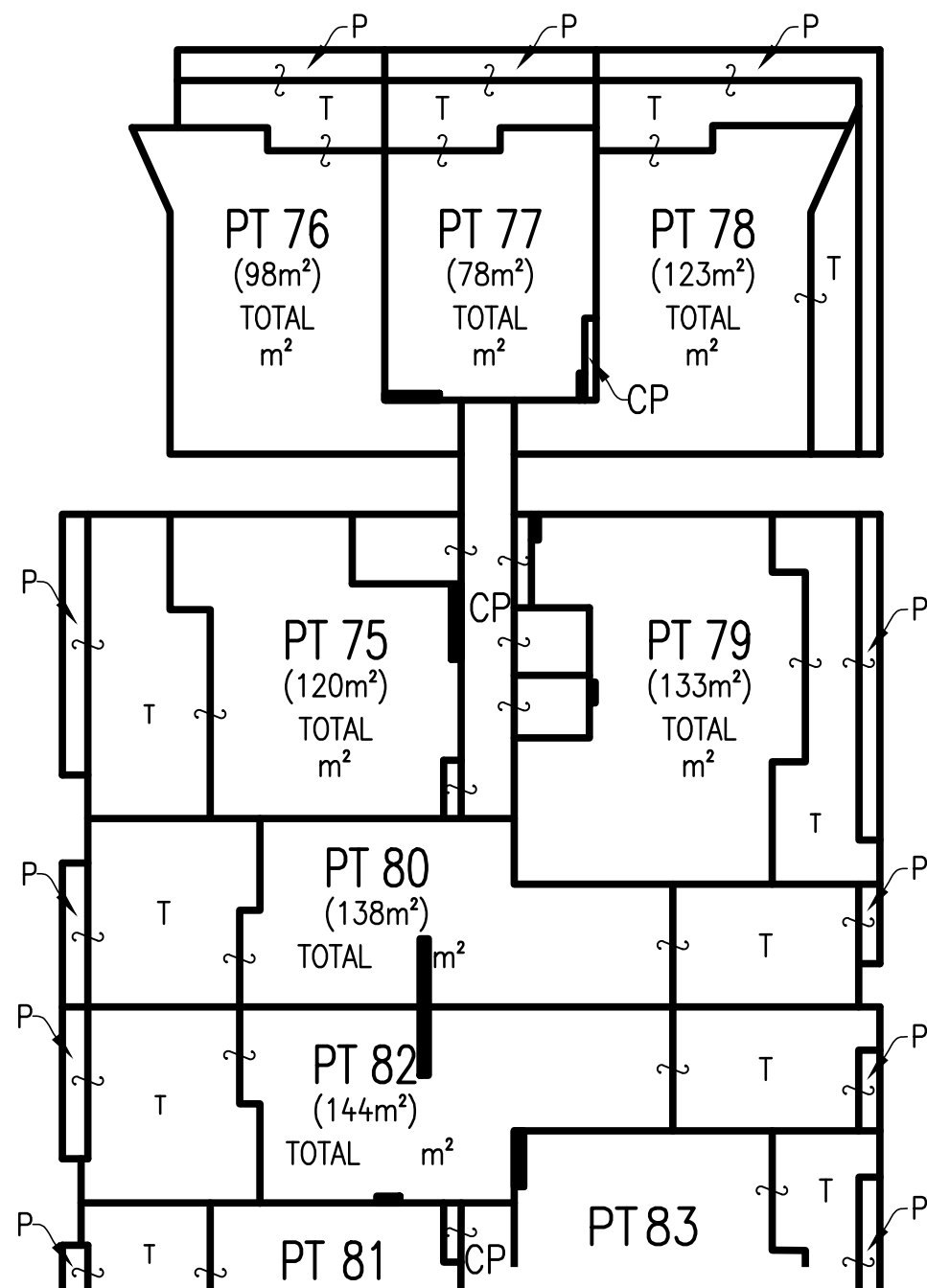
DRAFT
 PRINTED 27 AUG 2018
 ISSUE 2A
 LOT NUMBERS AMENDED - MS

THIS PLAN IS BASED ON PLANS BY
 PBD ARCHITECTS
 DWG No.: DA1105 - BUILDING A GROUND FLOOR PLAN
 RECEIVED: 17 JULY 2018

GROUND LEVEL

BUILDING C

BUILDING B



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CP - COMMON PROPERTY
 P - PLANTER
 T - TERRACE

SURVEYOR
 Name: MARK JOHN ANDREW
 Date:
 Reference: 161215 DSP LOT 2 MS

PLAN OF SUBDIVISION OF LOT 2 IN
 DP _____

LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:250
 Lengths are in metres.

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CONTRACT PLAN
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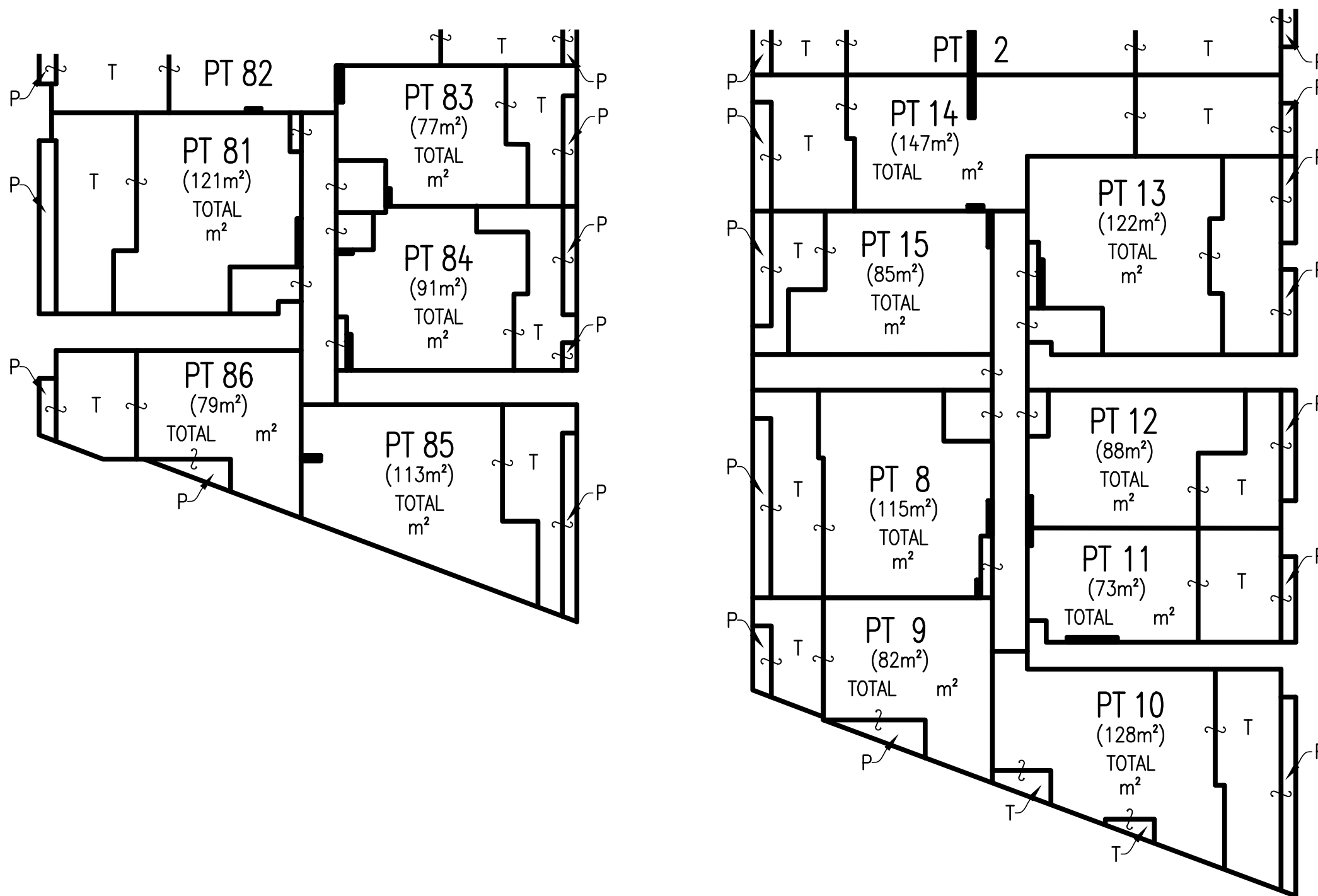
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GROUND LEVEL

BUILDING C

BUILDING B



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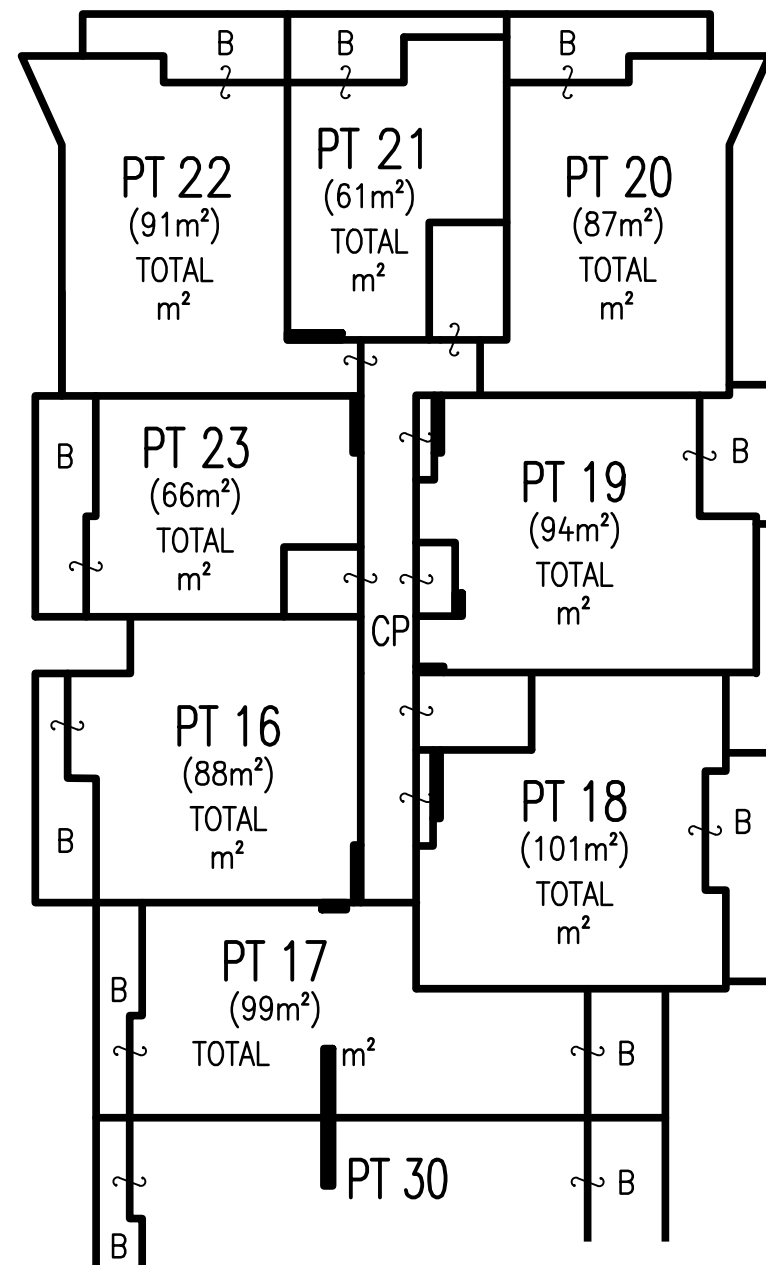
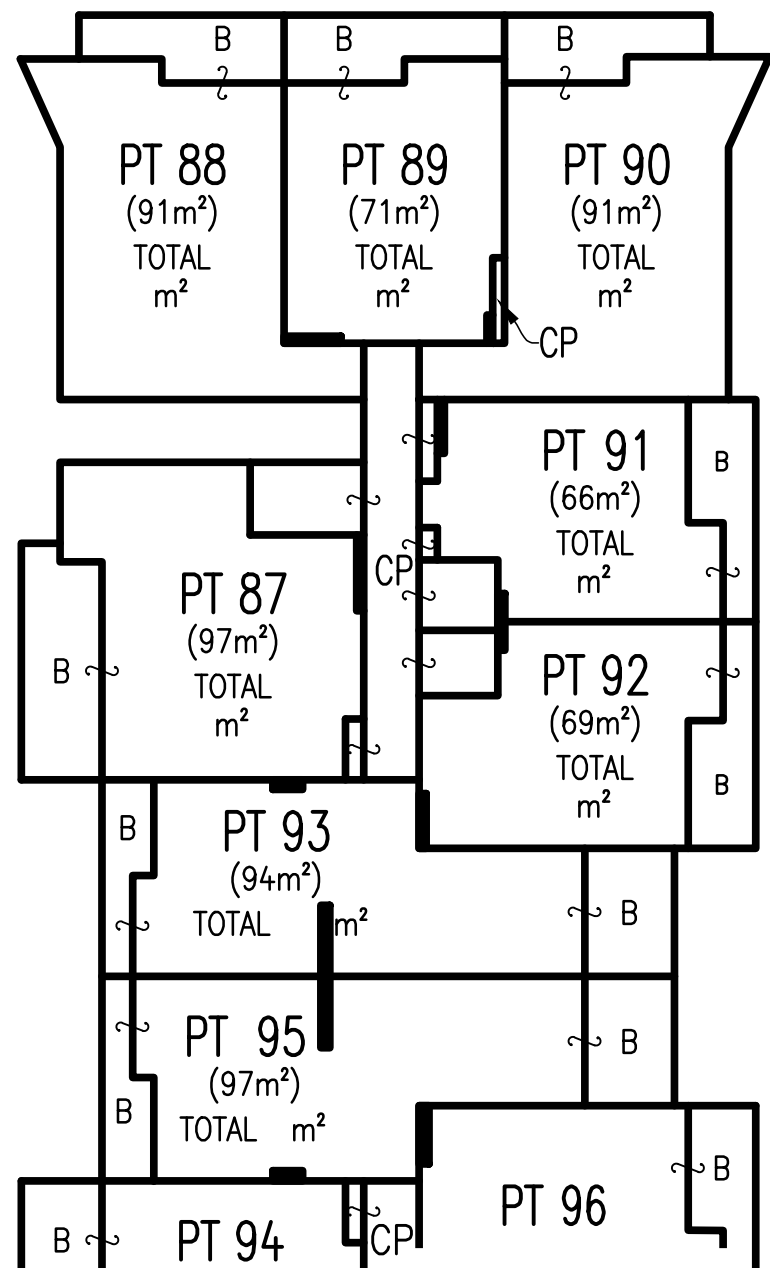
DRAFT
 PRINTED 27 AUG 2018
 ISSUE 2A
 LOT NUMBERS AMENDED - MS

THIS PLAN IS BASED ON PLANS BY
 PBD ARCHITECTS
 DWG No.: DA1106 - BUILDING A TYPICAL FLOOR PLAN
 RECEIVED: 17 JULY 2018

LEVEL 1

BUILDING C

BUILDING B



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CP - COMMON PROPERTY
 B - BALCONY

SURVEYOR
 Name: MARK JOHN ANDREW
 Date:
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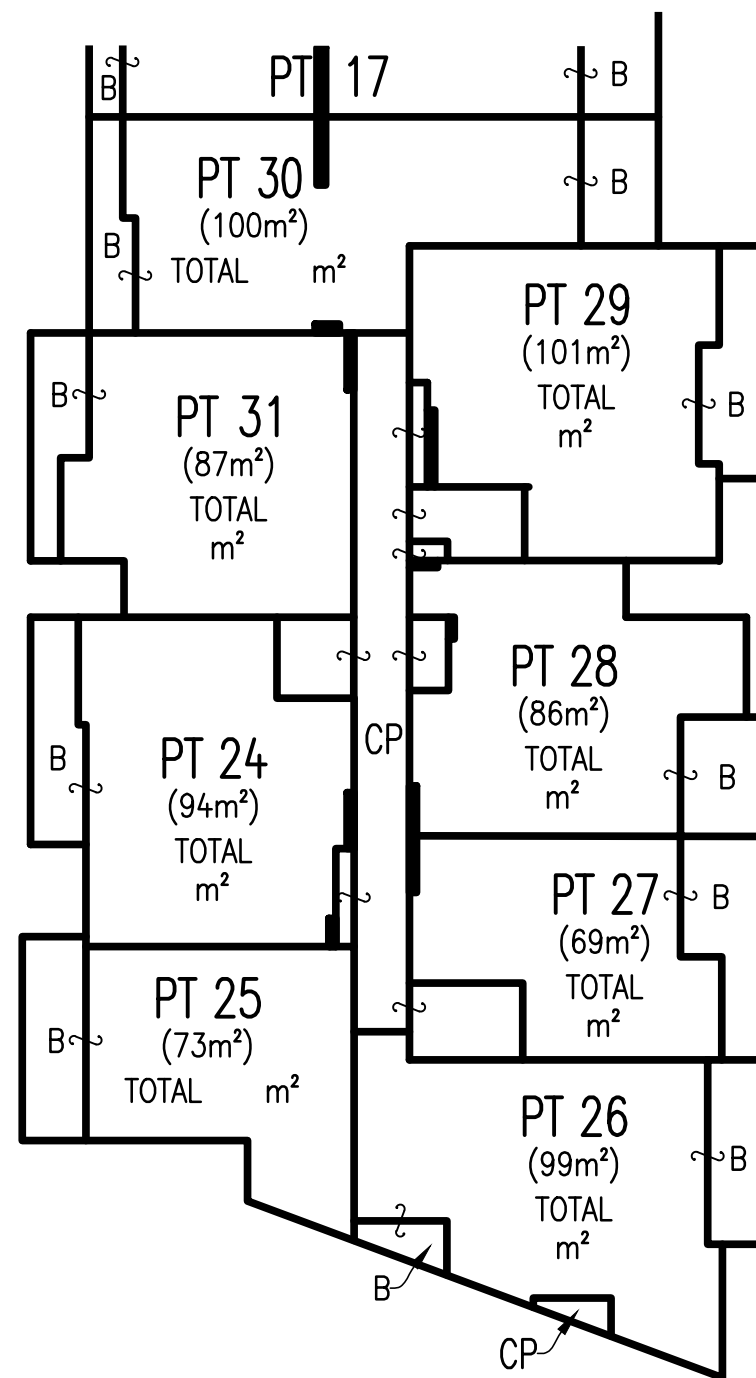
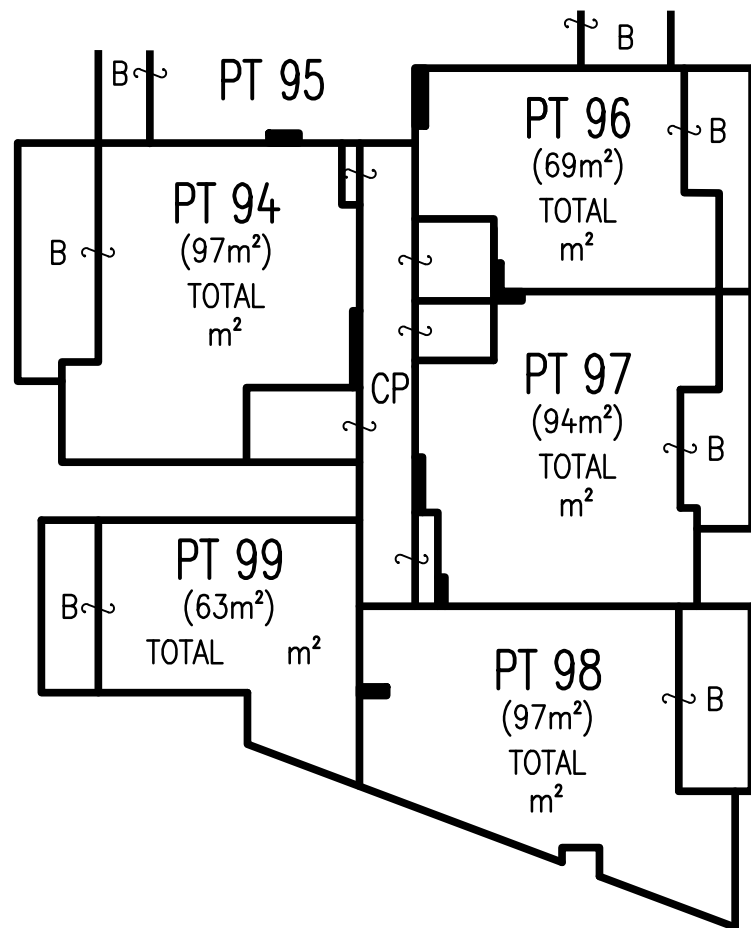
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LEVEL 1

BUILDING C

BUILDING B



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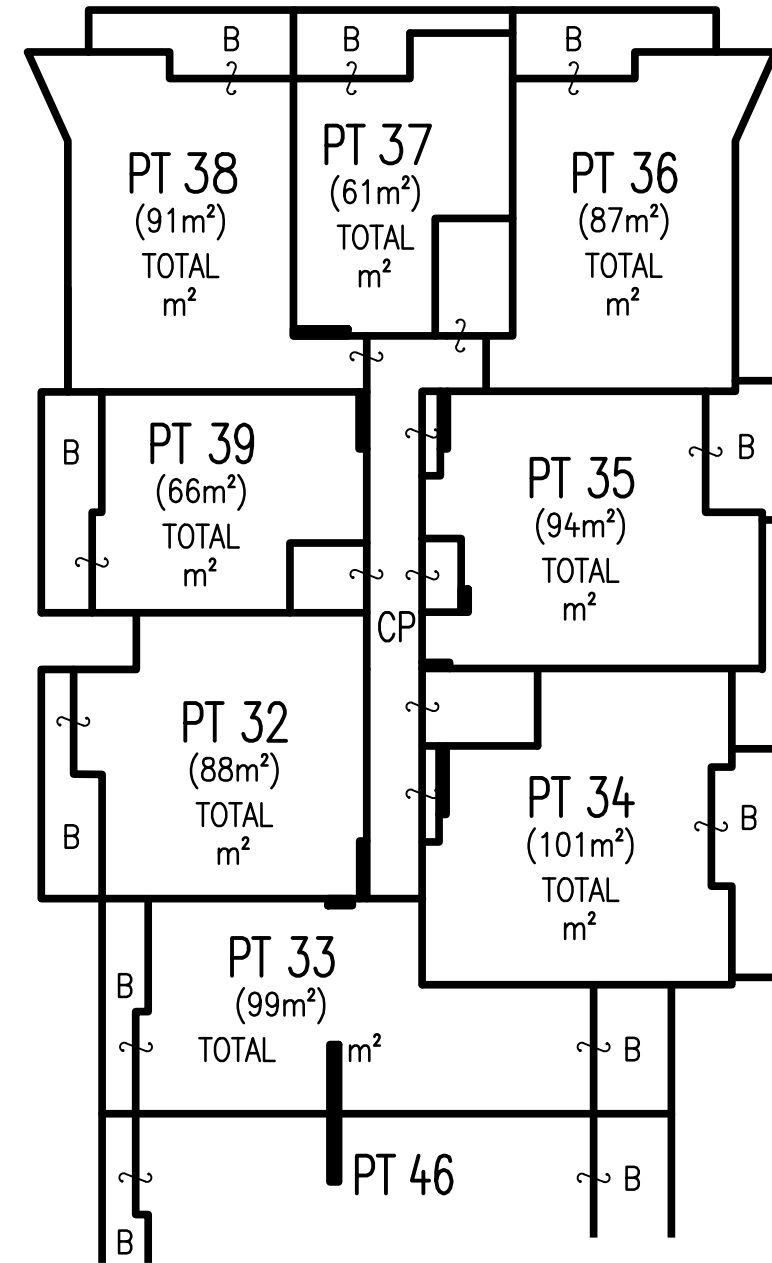
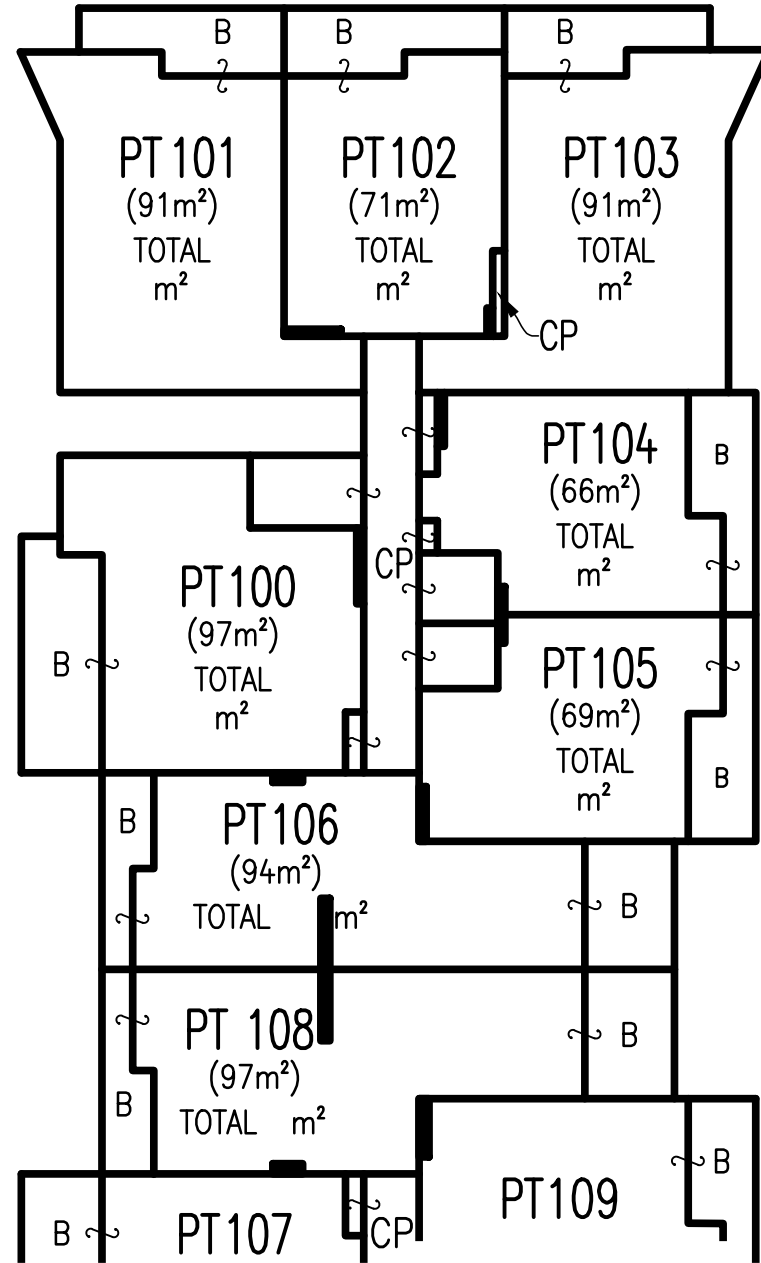
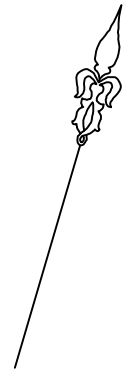
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 ISSUE 2A
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 RECEIVED: 17 JULY 2018

LEVEL 2

BUILDING C

BUILDING B



CONTINUED ON SHEET 16

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DRAFT
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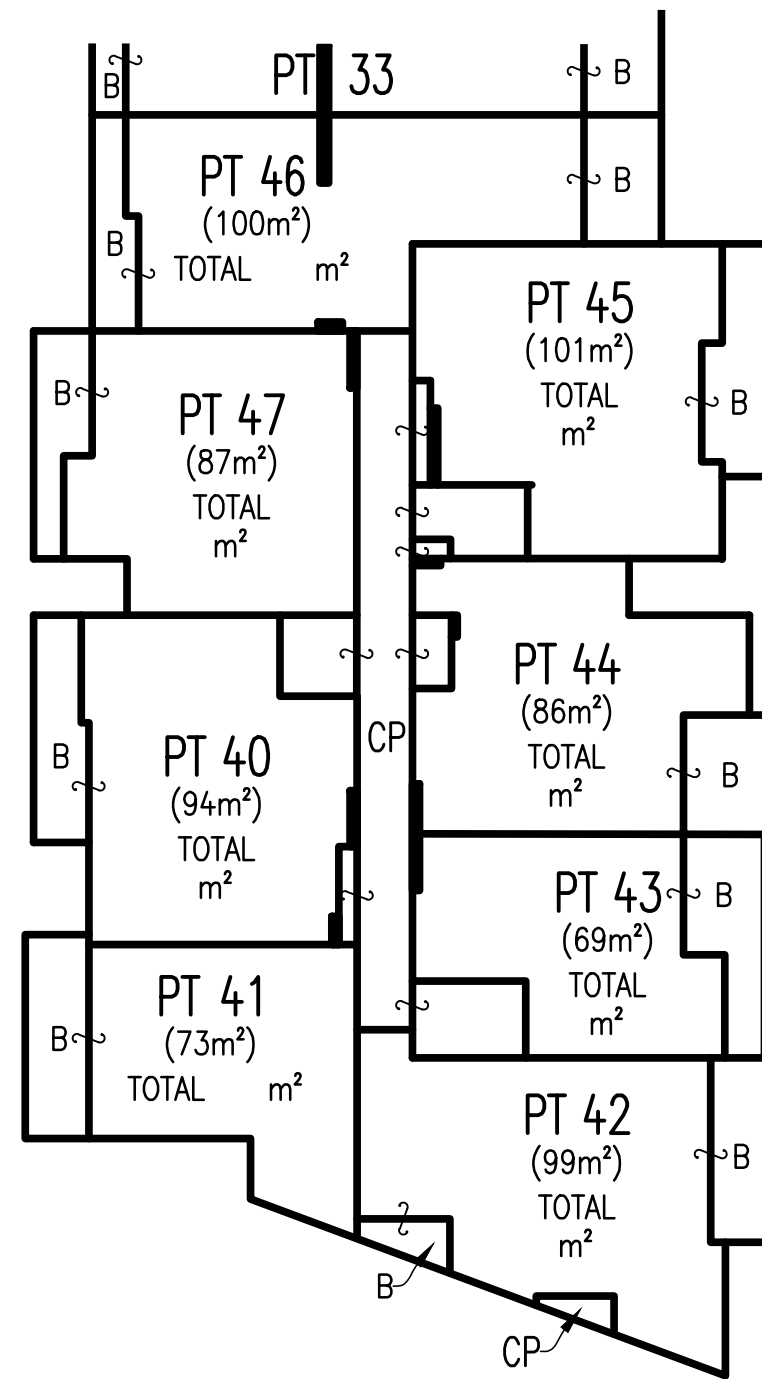
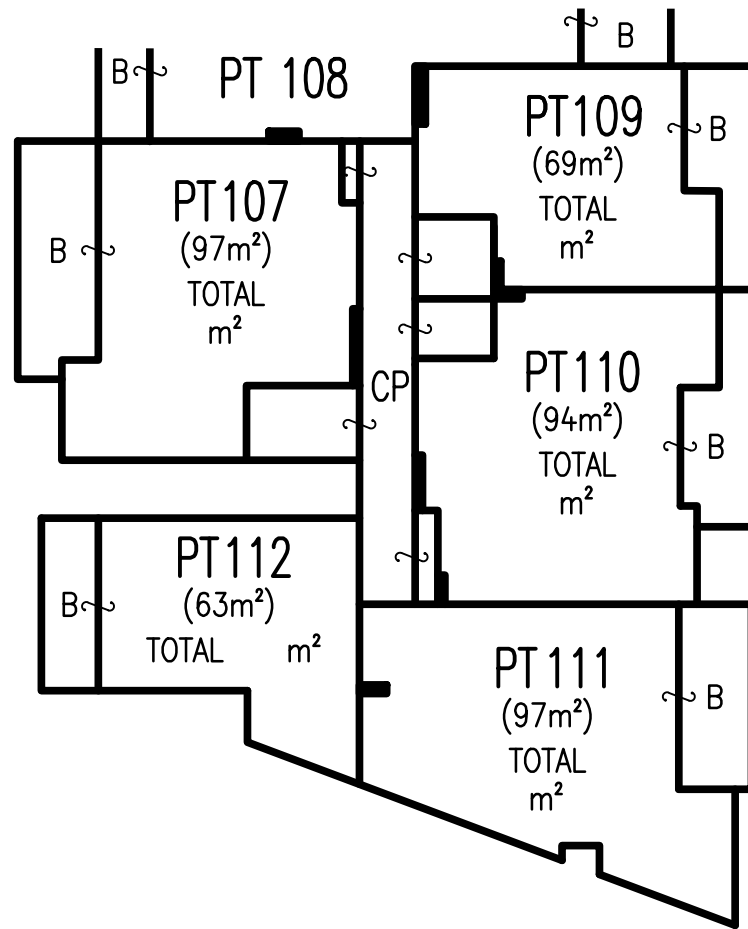
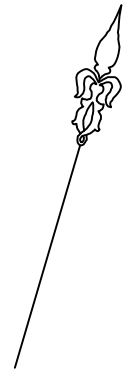
THIS PLAN IS BASED ON PLANS BY
 PBD ARCHITECTS
 DWG No.: DA1106 - BUILDING A TYPICAL FLOOR PLAN
 RECEIVED: 17 JULY 2018

LEVEL 2

BUILDING C

BUILDING B

CONTINUED FROM SHEET 15



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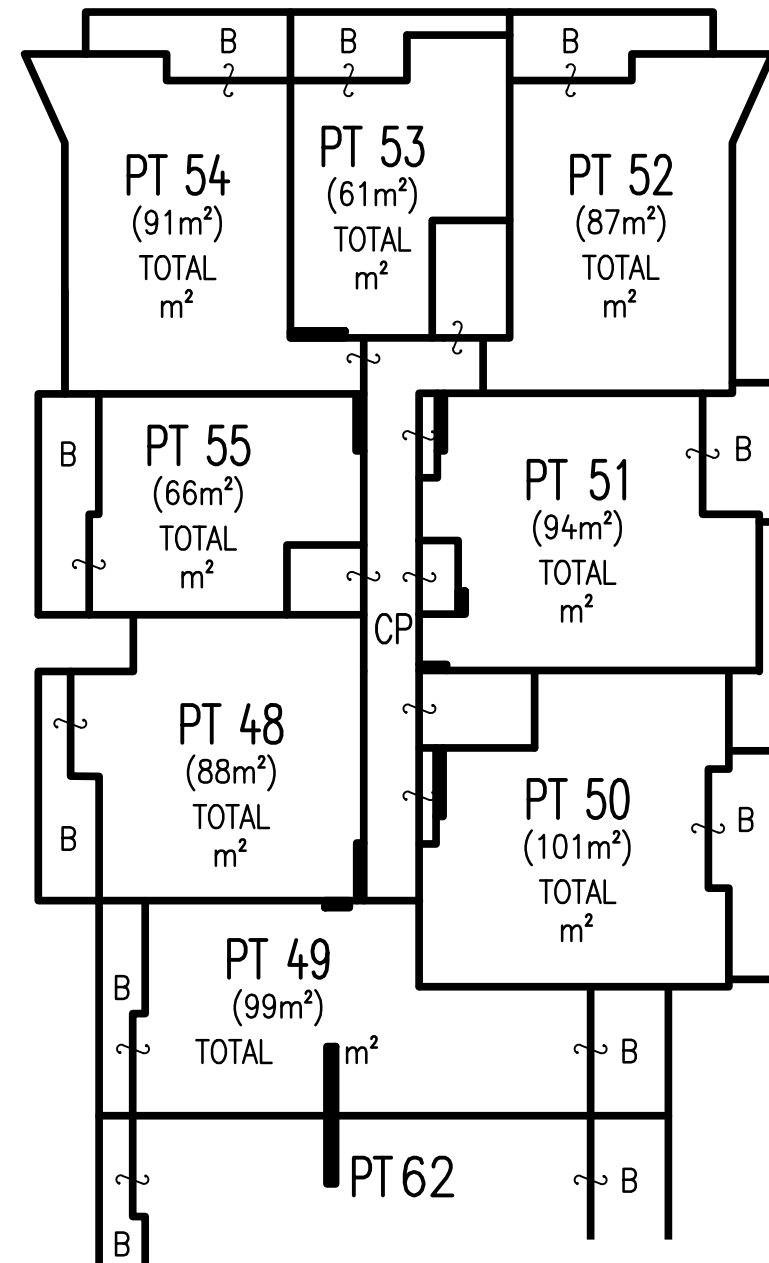
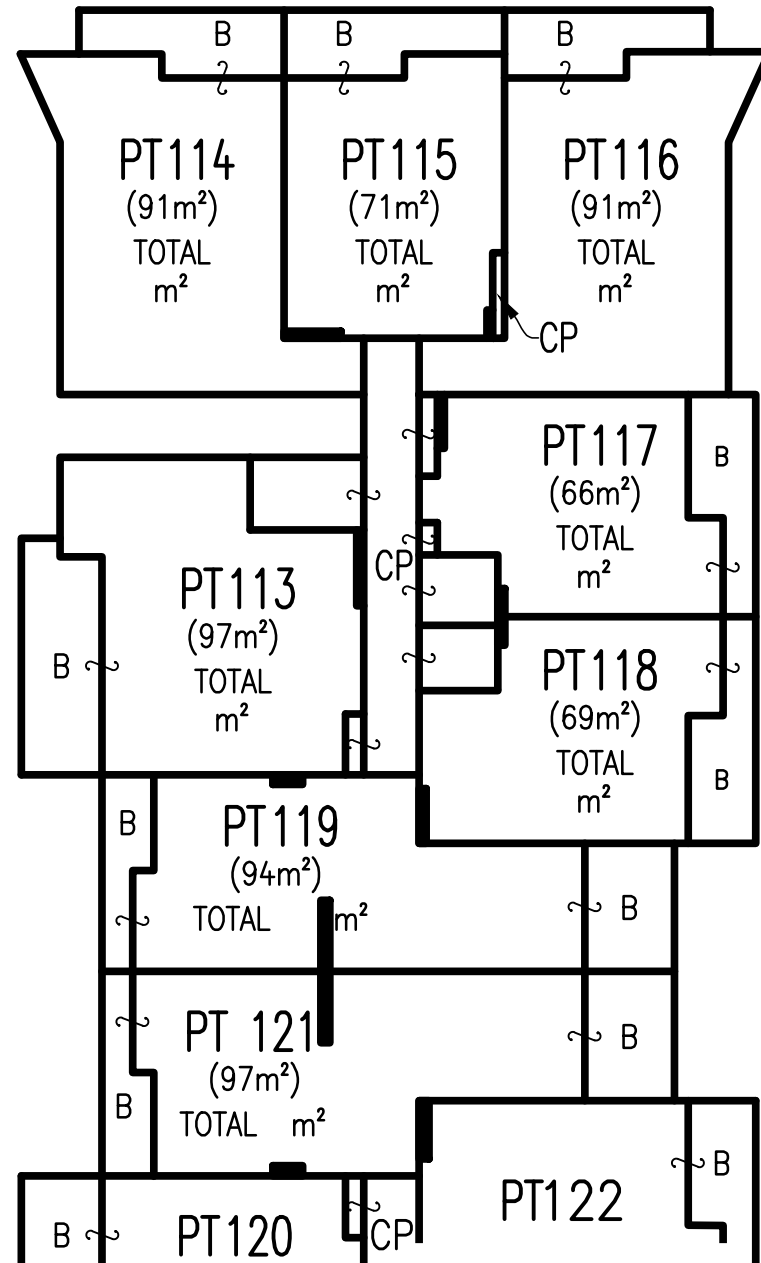
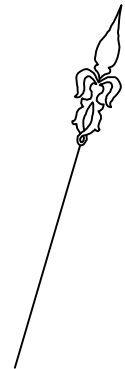
DRAFT
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THIS PLAN IS BASED ON PLANS BY
 PBD ARCHITECTS
 DWG No.: DA1106 - BUILDING A TYPICAL FLOOR PLAN
 RECEIVED: 17 JULY 2018

LEVEL 3

BUILDING C

BUILDING B



CONTINUED ON SHEET 18

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LGA: BLACKTOWN
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DRAFT
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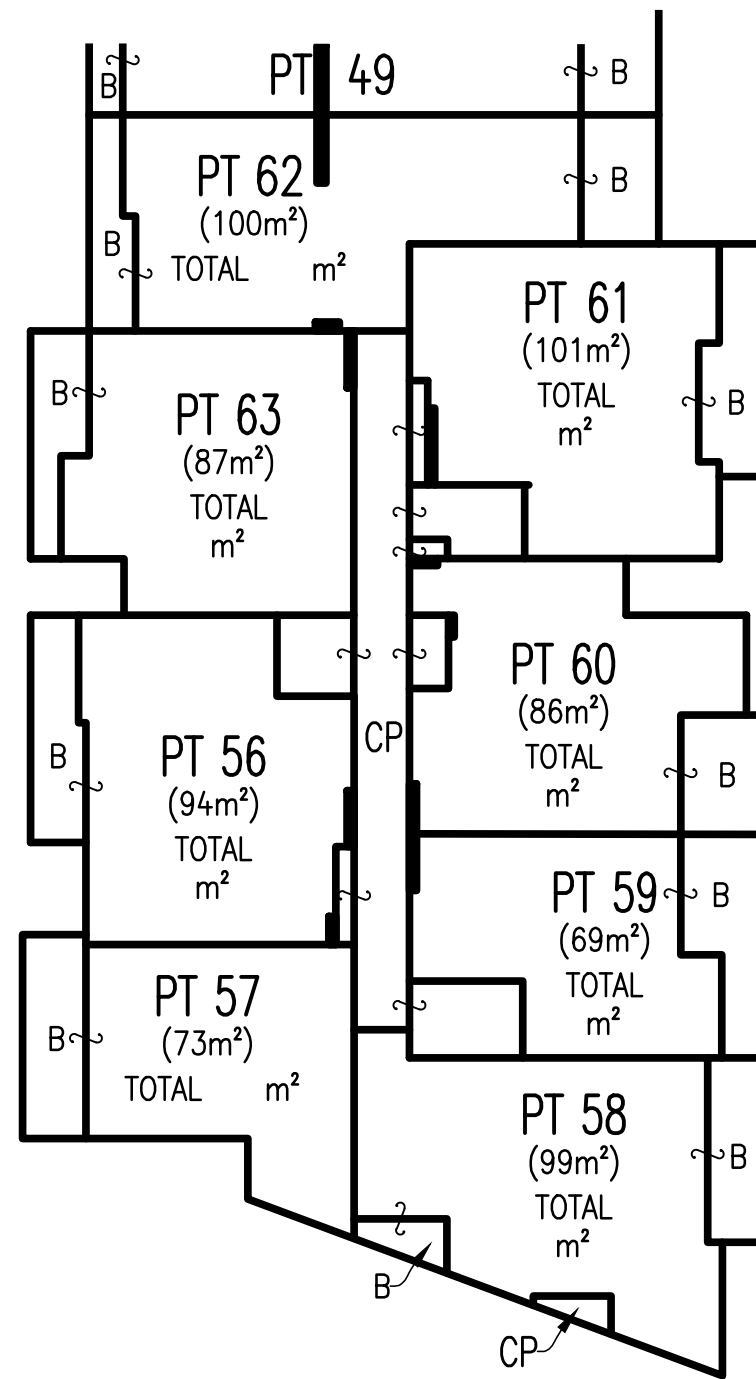
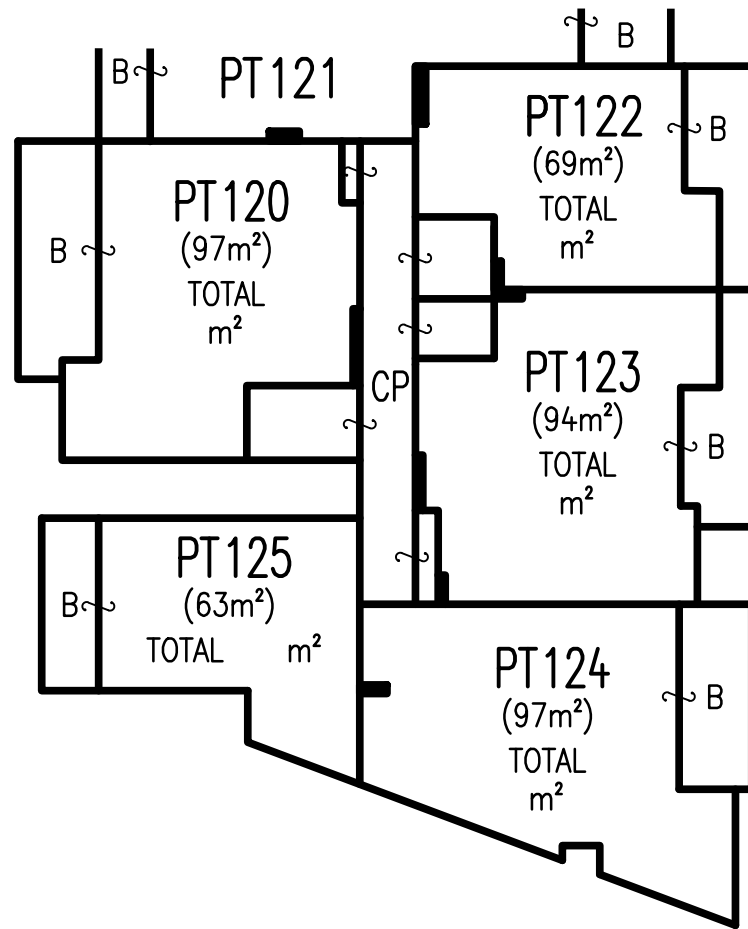
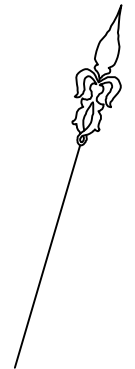
THIS PLAN IS BASED ON PLANS BY
 PBD ARCHITECTS
 DWG No.: DA1106 - BUILDING A TYPICAL FLOOR PLAN
 RECEIVED: 17 JULY 2018

LEVEL 3

BUILDING C

BUILDING B

CONTINUED FROM SHEET 17



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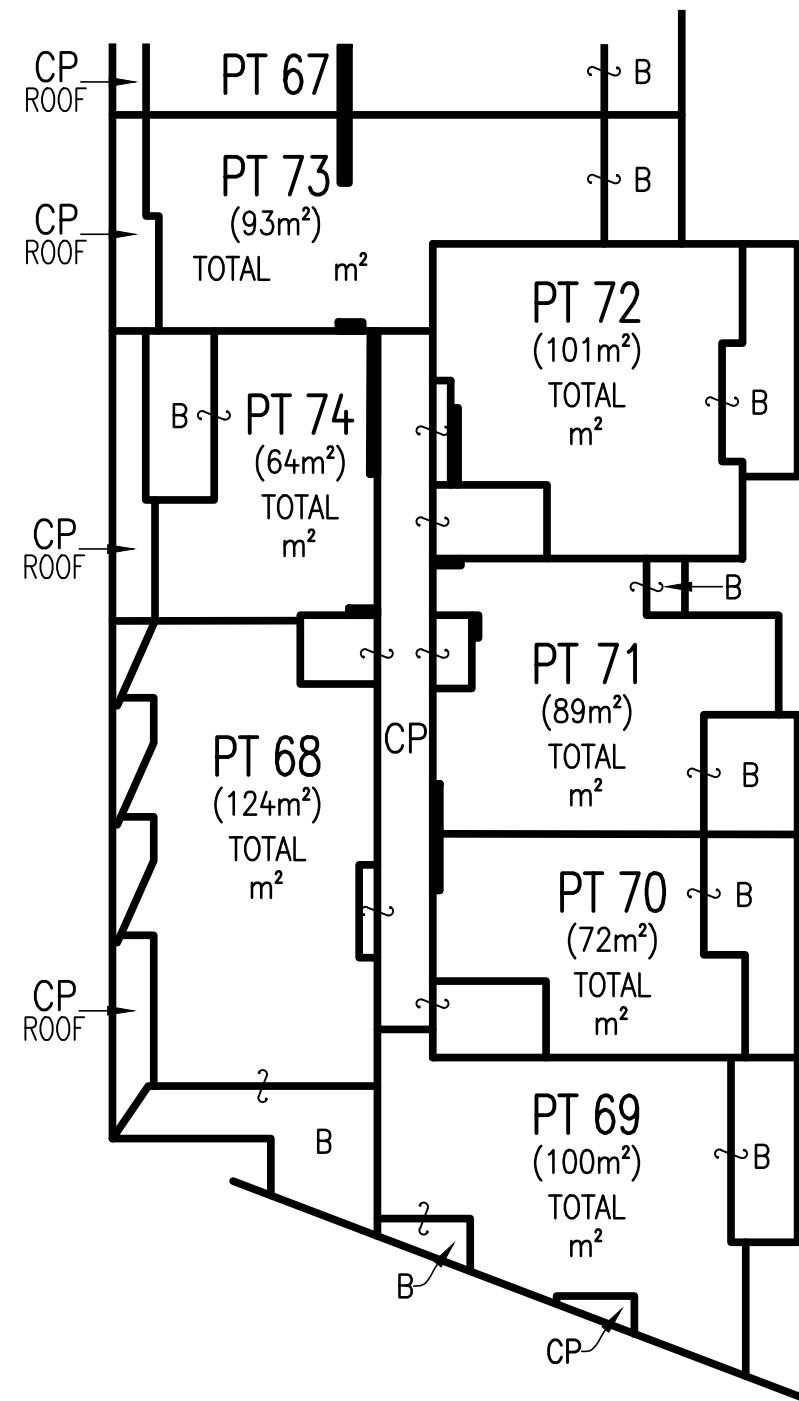
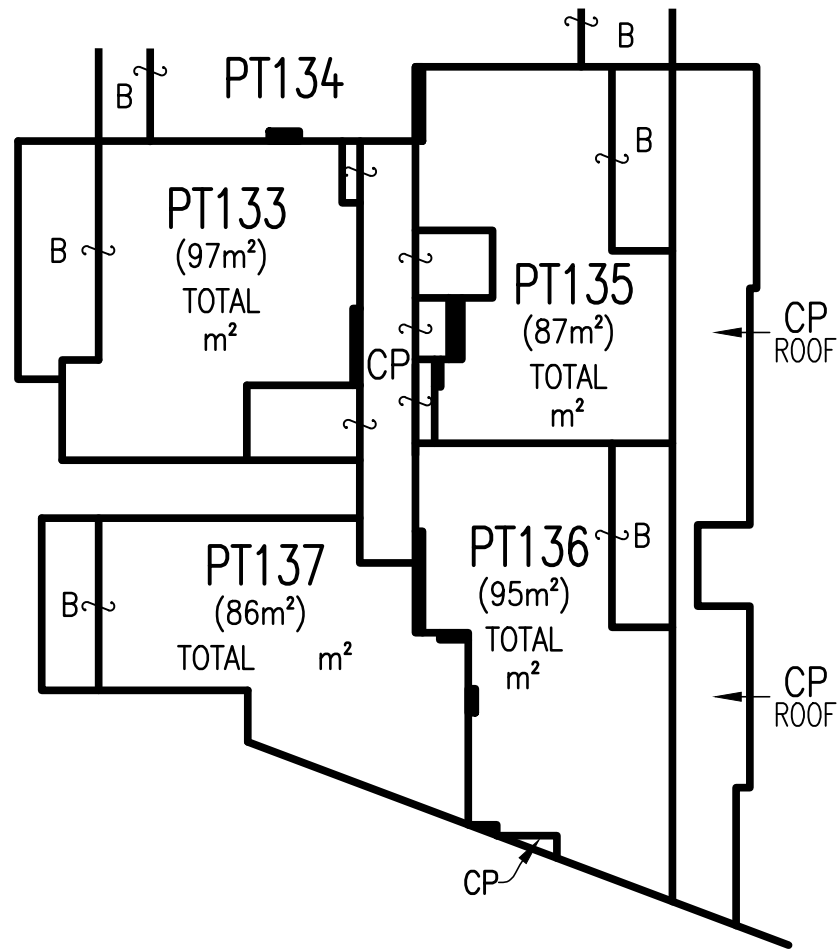
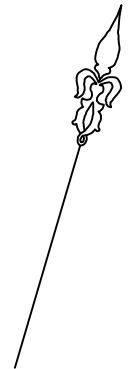
THIS PLAN IS BASED ON PLANS BY
 PBD ARCHITECTS
 DWG No.: X_BLOCK B-C_L4
 RECEIVED: 24 AUG 2018

LEVEL 4

BUILDING C

BUILDING B

CONTINUED FROM SHEET 19



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 B - BALCONY

SURVEYOR
 Name: MARK JOHN ANDREW
 Date:
 Reference: 161215 DSP LOT 2 MS

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DRAFT
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 LOT NUMBERS AMENDED - MS

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: **Unit**
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)* :
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them?

Owners corporation management

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

- 24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

- 25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered:	Office Use Only DRAFT PRINTED 27 AUG 2018 ISSUE 2A LOT NUMBERS AMENDED - MS Office Use Only	
PLAN OF SUBDIVISION OF LOT 2 IN DP _____	LGA: BLACKTOWN Locality: SCHOFIELDS Parish: GIDLEY County: CUMBERLAND	
This is a *FREEHOLD/LEASEHOLD Strata Scheme		
Address for Service of Documents Provide an Australian address including a postcode	The by-laws adopted for the scheme are: * Model By-laws for residential schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan	
<p style="text-align: center;">Surveyor's Certificate</p> I, <u>MARK JOHN ANDREW</u> of <u>Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public space *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^..... Signature: Date: Surveyor ID: Surveyor's Reference: ^ Insert the deposited plan number or dealing number of the instrument that created the easement	<p style="text-align: center;">Strata Certificate (Accredited Certifier)</p> I, being an Accredited Certifier, accreditation number, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public space and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> . Certificate Reference:..... Relevant Planning Approval No. Issued by: Signature: Date: ^ Insert lot numbers of proposed utility lots.	
* Strike through if inapplicable 161215 DSP LOT 2 MS		

Registered:

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DRAFT
 PRINTED 27 AUG 2018
 ISSUE 2A
 LOT NUMBERS AMENDED - MS

Valuer's Certificate

I, being a qualified valuer, as defined in the *Strata Scheme Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: Date:.....

SCHEDULE OF UNIT ENTITLEMENT

LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE
1		29		57		84		111	
2		30		58		85		112	
3		31		59		86		113	
4		32		60		87		114	
5		33		61		88		115	
6		34		62		89		116	
7		35		63		90		117	
8		36		64		91		118	
9		37		65		92		119	
10		38		66		93		120	
11		39		67		94		121	
12		40		68		95		122	
13		41		69		96		123	
14		42		70		97		124	
15		43		71		98		125	
16		44		72		99		126	
17		45		73		100		127	
18		46		74		101		128	
19		47		75		102		129	
20		48		76		103		130	
21		49		77		104		131	
22		50		78		105		132	
23		51		79		106		133	
24		52		80		107		134	
25		53		81		108		135	
26		54		82		109		136	
27		55		83		110		137	
28		56							

AGGREGATE ####