

reports are prepared (if the Treasurer and the Strata Manager are not the same person or entity).

5.3 *The Chairperson*

The Chairperson is to preside at each Meeting and each Emergency Meeting. In the event that the Chairperson does not attend a Meeting or an Emergency Meeting, the Management Committee may appoint another Representative, Replacement Representative or the Strata Manager to preside at the Meeting or at the Emergency Meeting as chairperson.

6 **Functions of Committee**

6.1 *Functions of Management Committee*

The functions of the Management Committee are to:

- (a) make decisions for relevant matters referred to in this Management Statement;
- (b) consider any proposal submitted to the Management Committee by any Member;
- (c) subject to the Law, consider and determine any other matter which the Members determine by Special Resolution should be considered by the Management Committee;
- (d) agree on the Architectural Code for Esplanade;
- (e) monitor the performance of the Strata Manager;
- (f) monitor the performance of the Facilities Manager;
- (g) determine, levy and recover contributions for the Fund and make payments from the Fund;
- (h) operate, maintain, renew and replace the Shared Facilities;
- (i) change or add to the Shared Facilities;
- (j) fairly control the use of the Shared Facilities;
- (k) effect insurance according to the Act and this Management Statement;
- (l) monitor the performance by Members, Owners and Occupiers of their obligations under the Act and this Management Statement;
- (m) arrange for the maintenance of Shared Facilities and other contracts so that the insurances required under this Management Statement are not affected; and
- (n) comply with the Act and this Management Statement.

6.2 *External Contracts*

The Management Committee may enter into contracts or arrangements or undertakings with third parties to assist the Management Committee to perform the obligations of the Management Committee set out under this Management Statement.

7 Meetings of Management Committee

7.1 *Convening Meetings and Delegates*

The Management Committee must convene a Meeting:

- (a) if the Management Committee decides to hold a Meeting;
- (b) if requested by notice in writing by a Member not being a Defaulting Member setting out the issue or proposal required to be addressed in the Meeting, if the Management Committee receives a notice under this clause 7.1(a) and there is an emergency the Management Committee must hold the Meeting within 14 days or sooner from the day the Management Committee receives the notice from the Member; or
- (c) within 1 month after the establishment of the Management Committee; and
- (d) at least every six months.

7.2 *Notices*

The Management Committee must give each Member at least 10 Business Days written notice of a Meeting, which includes the Meeting agenda and details. In the case of an emergency, shorter notice may be given and the manner of notice may include telephone calls depending upon the circumstances.

7.3 *Management Committee Meeting Minutes*

The Management Committee must prepare, keep and maintain:

- (a) notices of Meetings and agendas for Meetings;
- (b) minutes of all Meetings and distribute those minutes to each Member within 14 days of the relevant Meeting.

7.4 *Members Rights to Inspect Records*

Members, Owners and Occupiers may inspect the Management Committee's records in the following manner:

- (a) the Members, Owners or Occupiers must apply in writing to the Management Committee;
- (b) must pay the Management Committee the inspection fee prescribed from time to time by the regulations to the Act; and
- (c) the Management Committee must allow the Member, Owner or Occupier to inspect Management Committee's records within 5 Business Days after a request has been made in writing and the payment of the inspection fee under clause 7.4(b).

8 Quorum

8.1 *Quorum*

One Representative or Replacement Representative of each Member will constitute a quorum for any Meeting of the Management Committee. If a

quorum is not present within half an hour from the time appointed for a Meeting, the Meeting will be adjourned, without the need for further notice, for two business days, to be held at the same time and at the same place notified for the original Meeting. The quorum for the adjourned Meeting will be that number of Representatives present at the time appointed for the adjourned Meeting.

8.2 *Decisions in Writing*

The Management Committee may make decisions in writing without holding a Meeting if:

- (a) the Management Committee serves on the Members according to this Management Statement notice of the Meeting and the motions to be considered by the Management Committee; and
- (b) the required Members or the Members have approved each motion within the notice in clause 8.2(a) in writing.

9 Voting

9.1 *Voting*

Subject to clause 9.2, at all Meetings of the Management Committee a Member is entitled to vote with the vote to its respective Representative.

9.2 *Restrictions on voting*

The following restrictions apply to the voting at any Meeting or Emergency Meeting:

- (a) a Member may only vote on a motion regarding any of the Shared Facilities if:
 - (i) the Member contributes towards the cost of such of the Shared Facilities; and
 - (ii) the effect of the Motion is to require the Member to contribute towards the cost of such of the Shared Facilities; and
- (b) the Chairperson does not have a casting vote.

9.3 *Subdivision of Stratum Lots*

The Owner of the Retail Stratum, Commercial Stratum or the Residential Stratum may subdivide such Stratum by way of strata plan or otherwise without the consent of the Management Committee so long as the subdivision complies with the Law and does not conflict with this Management Statement.

10 Management Committee decisions

10.1 *Decisions*

The Management Committee may make decisions:

- (a) according to this Management Statement;
- (b) by a Resolution or Special Resolution or Unanimous Resolution according to this Management Statement.

10.2 *Resolutions Required*

A decision of the Management Committee may be made by a Resolution unless otherwise specified in this Management Statement.

10.3 *Unanimous Resolution Required*

The matters which the Management Committee must decide by Unanimous Resolution are:

- (a) amending this Management Statement;
- (b) changing the Architectural Code;
- (c) changing, adding to or extending the Shared Facilities;
- (d) changing, adding or varying the Shared Costs;
- (e) changing, adding or varying the portion of Shared Costs levied in Schedule 2;
- (f) the repayment of part or in whole of the Funds to Members.

11 *Appointing the Strata Manager*

11.1 *Appointment of the Strata Manager*

The Management Committee may appoint a Strata Manager to manage the Management Committee's functions relating to Esplanade. The appointment and terminating the appointment of the Strata Manager under this clause may be by a Resolution.

11.2 *Delegation of Functions*

Subject to clause 11.3, the Management Committee may delegate its functions and the functions of the Officers to the Strata Manager.

11.3 *Restricted Functions*

The Management Committee may not delegate the following functions to the Strata Manager:

- (a) functions which the Management Committee may exercise only by Special Resolution;
- (b) functions which the Management Committee decides by Special Resolution may be performed only by the Management Committee; and
- (c) the function to determine and levy the Fund and the Fund contributions on Members.

11.4 *Strata Manager Fees*

The Strata Manager Fee of the Strata Manager for the term of appointment may be the amount reasonably determined by the Management Committee.

11.5 *Strata Manager and Management Committee Contract*

The agreement between the Management Committee and the Strata Manager must:

- (a) be in writing and be signed by each Member and the Strata Manager;
- (b) reserve the power for the Management Committee and the Officers to continue to exercise the functions which the Management Committee delegates to the Strata Manager; and
- (c) have provisions regulating the rights of the Management Committee and the Strata Manager to terminate the agreement if a party does not perform their obligations under the agreement.

11.6 *Strata Manager Obligations*

Subject to this clause, the Strata Manager under an agreement may undertake the following duties, without limitation:

- (a) performing the functions of the Secretary;
- (b) performing the functions of the Treasurer;
- (c) performing the functions of the Chairperson; and
- (d) doing anything else that the Management Committee agrees is necessary for the operation and management of Esplanade.

11.7 *Strata Manager's Licence*

The Strata Manager must have and keep current at all times the licence required by Law to be a strata managing agent.

12 **Facilities Manager**

12.1 *Facilities Manager*

Subject to this clause, the Management Committee has the power to appoint and enter into agreements with the Facilities Manager to provide:

- (a) for the operation, maintenance, repair and replacement of Shared Facilities; and
- (b) for the management and operational services for Esplanade.

12.2 *Facilities*

The Facilities Manager may provide services for the Management Committee which Members must pay for according to Schedule 2.

12.3 *Terms of the Agreement*

The term of the initial agreement between the Management Committee and the Facilities Manager must not exceed 12 months (including options to renew the agreement). The term of a new agreement may be for the period reasonably determined by the Management Committee.

12.4 *Facilities Manager's Fee First Year*

The remuneration of the Facilities Manager for the first year of the initial agreement under this clause must not exceed an amount determined by the Management Committee as being the market rate, and may provide separate amounts for facilities management duties and the supervision of service contracts entered into by the Management Committee (or its agent).

12.5 *Facilities Manager's Fees*

The remuneration of the Facilities Manager for subsequent years of the initial agreement under this clause or for a new agreement must not exceed the market rate agreed between the Management Committee and the Facilities Manager for performing the duties of the Facilities Manager.

12.6 *Agreement*

An agreement between the Management Committee and the Facilities Manager must:

- (a) be in writing and be signed by each Member and the Facilities Manager; and
- (b) have provisions about the rights of the Management Committee and the Facilities Manager to terminate the agreement early if a party does not perform their obligations under the agreement.

12.7 *Duties of the Facilities Manager*

Subject to this clause, the duties of the Facilities Manager under an agreement may include, without limitation:

- (a) managing the maintenance, repair and replacement of the Shared Facilities;
- (b) preparing and keeping current a short and long term maintenance, repair and replacement programme for the Shared Facilities;
- (c) preparing and keeping current an asset management plan for the Shared Facilities;
- (d) performing an annual audit of the Shared Facilities (which are readily accessible to the Facilities Manager);
- (e) supervising contracts entered into by the Management Committee or by the Facilities Manager on behalf of the Management Committee; and
- (f) doing anything else which the Management Committee considers is necessary for the operation and management of Shared Facilities and Esplanade.

12.8 *Agent*

Under an agreement with the Facilities Manager, the Members may authorise the Facilities Manager to act as their agent and:

- (a) negotiate contracts, including contracts for the operation, use, maintenance, repair and renewal of Shared Facilities; and

- (b) enter into contracts on behalf of the Members.

12.9 *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.

13 Architectural compliance

13.1 *Architectural Code*

The Architectural Code for Esplanade helps to preserve the architectural integrity of Esplanade. The Architectural Code for Esplanade is in Schedule 3 of this Management Statement. The Architectural Code does not bind the Developer and may be unilaterally varied, amended or replaced from time to time by the Developer during the Restricted Period.

13.2 *Architectural Code Compliance*

Subject to this Management Statement, the Members, Owners and Occupiers (other than the Developer during the Restricted Period) must:

- (a) comply with the Architectural Code for Esplanade; and
- (b) obtain necessary consents from the Management Committee according to the Architectural Code for Esplanade before they carry out works in Esplanade or a Lot of Esplanade.

13.3 *Amending Architectural Code*

The Developer has the right to amend the Architectural Code at any time without consent of the Members during the Restricted Period at the Developer's expense.

13.4 *No Requirements for Consent – Commercial and Separate*

Provided consent from the relevant Authority has been obtained, the Member, Owner and Occupier of a Lot may carry out refurbishment works, fitout and modification to the interior of a Lot or to the Excluded Services without the need for consent from the Management Committee provided the refurbishment works, fitout and modifications comply with the Architectural Code.

13.5 *Compliance with clause 13.2*

Compliance with clause 13.2 does not relieve any person from an obligation to obtain a consent under the By Laws or from any Authority.

14 Submissions to Management Committee

14.1 *Proposals*

A Member or the Strata Manager may submit to the Management Committee a proposal for one or more of the following:

- (a) maintenance, repair, refurbishment or replacement of any external area of Esplanade;

- (b) provision or variation of any Service to or within Esplanade;
- (c) amendment of this Management Statement;
- (d) the alteration of the external appearance of Esplanade.
- (e) repair, renewal or replacement of a Shared Facility;
- (f) acquisition of a new Shared Facility;
- (g) entry into, variation of or termination of a maintenance agreement or insurance policy;
- (h) alteration of the apportionment of the Shared Costs for Members;
- (i) consideration of any other matter to which this Management Statement applies.

14.2 Resolutions

Proposals under clause 14.1(a), (b), (e), (g) and (i) will require a Resolution for determination and proposals under clause 14.1(c), (d), (f) and (h) will require a Unanimous resolution for determination.

14.3 Submission of Proposals

A proposal submitted to the Management Committee under clause 14.1 must be in writing and submitted to the Secretary who must then submit copies to each Member's Representative of the Management Committee.

14.4 Not Performed

The Management Committee may do anything in Esplanade a Member, an Owner or an Occupier should have done under this Management Statement but which they have not done, or in the opinion of the Management Committee, acting reasonably, the Member, Owner or Occupier has not done properly.

14.5 Entry

The Management Committee may enter the affected part:

- (a) of Esplanade and stay there for as long as necessary and to do what is required to remedy under clause 14.4; or
- (b) in an Emergency.

14.6 Costs

The Member, Owner or Occupier who has not completed properly what it must have done under this Management Statement, is liable to pay the costs of the Management Committee for such works, within 7 Business Days after such works are completed.

14.7 Liability

The Management Committee is not liable for damage arising out of exercising rights under this clause (except for damage caused by the Management

Committee's negligence or the Management Committee's agents or representatives negligence).

15 Service of notices and other documents

15.1 Service

A notice, approval, consent or other communication in connection with this Management Statement:

- (a) must be in writing; and
- (b) must be left at the address of the addressee, or sent by pre-paid ordinary post to the address of the addressee or by facsimile to the facsimile number of the addressee notified by the addressee to the other Members and the Management Committee in accordance with clause 3.3(d) or if the addressee notifies another address or facsimile number then to that address or facsimile number.

15.2 Date when effective

Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.

15.3 Receipt of notices

A letter or facsimile is taken to be received:

- (a) if posted, on a third day after posting;
- (b) if delivered to the party's address, on the day of delivery if a Business Day, otherwise on the next following Business Day; and
- (c) if transmitted by facsimile to a party's address and the correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next following Business Day.

16 Resolving Disputes

16.1 Disputes

The Members must use their best endeavours and good faith to resolve disputes in relation to this Management Statement before they take action under this clause.

16.2 Notice of Disputes

- (a) If a dispute arises in connection with this Management Statement then any Member (including the Strata Manager) may serve on the other Member(s) and the Management Committee a written notice of dispute following which the provisions of this clause apply.
- (b) The written notice referred to in paragraph (a) must:
 - (i) identify the subject matter of the dispute or complaint;
 - (ii) set out the facts upon which the dispute or complaint is based;

- (iii) identify the provisions of the Management Statement relevant to the dispute or complaint;
- (iv) have annexed copies of all correspondence and background information relevant to the dispute or complaint; and
- (v) contain any particulars of quantification of the dispute or complaint.

16.3 *Management Committee to negotiate*

Within 14 days after a Member serves a dispute notice under clause 16.1 the parties to the dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If the parties cannot agree on a time and place, they must meet at the offices of the Strata Manager at an agreed time, on the day which is 14 days after the dispute notice was served to try to resolve the dispute by negotiation.

16.4 *Mediation*

If the parties cannot resolve any dispute arising under or concerning this Management Statement by negotiation under clause 16.2 then the parties must first refer the dispute to mediation. The mediator must be appointed by an office bearer of the Australian Commercial Disputes Centre and the parties agree to do all things on their part necessary to enable such mediation to proceed including without limitation all payments payable to the Australian Commercial Disputes Centre and any mediator appointed by that body of their one-half share of any costs incurred with respect to such mediation. The parties must:

- (a) mediate the dispute according to the dispute mediation rules of the Law Society of New South Wales, within 14 days after the mediator is appointed by the office bearer of the Australian Commercial Dispute Centre;
- (b) if the parties cannot agree on a mediation timetable or location, then the mediation timetable will be established by the mediator appointed and the location being in Sydney, New South Wales.

16.5 *Expert decision*

If a dispute cannot be resolved by mediation under clause 16.4 then the dispute may be submitted for final determination to an expert to be agreed upon between the parties or failing agreement by such expert as may be nominated for that purpose by the President for the time being of the New South Wales Law Society.

16.6 *Expert instructions*

The parties must instruct the expert appointed under clause 16.5 that the expert:

- (a) must act as an expert and not as an arbitrator; and

- (b) may decide on rules of conduct and enquire into the dispute as that person thinks fit including hearing representations and taking advice from people that person considers appropriate; and
- (c) must give a written decision including reasons within 1 month of being appointed.

16.7 *Decision*

The experts decision in clause 16.6 is final and binding on the parties to the extent permitted by Law.

16.8 *Costs*

Unless the person decides otherwise:

- (a) each party must pay its own costs in connection with the dispute under this clause 16; and
- (b) the costs of referring the dispute to an expert and that experts costs and the cost of enquiries by the expert must be shared equally between the parties.

16.9 *Pre - Condition*

A party must not begin legal proceedings (other than for an interlocutory, interim or urgent injunction) in connection with a dispute under this Management Statement unless that dispute has first been decided by a person appointed under clause 16.5 or the person appointed under clause 16.5 has failed to give a decision within a reasonable time after that person's appointment.

16.10 *Information confidential*

A Member must not divulge any confidential information obtained from another Member under this clause 16 other than to their legal or financial advisers for the purposes of resolving the complaint or dispute or otherwise as required by Law.

17 **Obligations and rights of the Members, Owners and Occupiers**

17.1 *General obligations of the Members*

- (a) The Members, Owners and Occupiers must:
 - (i) ensure the Management Committee is and remains properly constituted in accordance with the Act and this Management Statement;
 - (ii) ensure the insurance is effected and maintained in accordance with clause 20, the Act and this Management Statement;
 - (iii) comply with the terms of the Easements;

- (iv) pay any cost incurred as a Shared Costs in the relevant proportions specified in this Management Statement or as determined in accordance with this Management Statement;
- (v) ensure the Management Committee is properly constituted;
- (vi) comply with the decisions of the Management Committee;
- (vii) implement decisions of the Management Committee;
- (viii) comply with the By-Laws;
- (ix) comply with the Architectural Code for Esplanade;
- (x) comply with the Act and this Management Statement;
- (xi) promptly pay the contributions for the Shared Facilities and other amounts they owe under this Management Statement; and
- (xii) effect and maintain the insurance required by this Management Statement and the Act.

17.2 *Nature of Member's obligations*

- (a) The obligations of the Members under this Management Statement are several and not joint and accordingly no Member incurs a liability to another party by reason only of the default of another Member;
- (b) Each Member:
 - (i) must promptly comply with its obligations contained or implied in this Management Statement; and
 - (ii) is responsible for its own acts and those of its contractors, employees and agents in occupying or using parts of another Member's property and releases that other Member, its contractors, employees and agents from any costs, claims or liability unless the other Member, its contractors, employees, Representatives or agents have been negligent.

17.3 *Maintenance obligations*

Except for Shared Facilities, subject to this Management Statement and the Easements, each Member, Owner and Occupier must, at the cost of the Member:

- (a) maintain and keep in good repair the part of Esplanade owned or occupied by the Member, Owner or Occupier;
- (b) maintain and keep in good repair the external appearance of Esplanade owned or occupied by the Member, Owner or Occupier; and
- (c) maintain, inspect and operate plant and equipment owned or used exclusively by the Member, Owner or Occupier to a standard recommended by the manufacturer or the applicable Australian Standard.

17.4 *Members responsibility*

The Members, Owners and Occupiers:

- (a) are liable for damages for the loss caused to another Member or Owner or Occupier or a person who must comply with this Management Statement, properly caused by things they do or fail to do (including consequential damage or loss) in occupying or using parts of another Member's property; and
- (b) releases the other Member or Owner or Occupier from any costs, claims or liability except costs, claims, or liability to the extent caused or contributed to by the Member otherwise entitled to the benefit of that release.

18 Budget

18.1 *Preparation of Budgets*

The Management Committee must prepare a budget for each 12 month period showing how much money or monies will be required for;

- (a) operating, maintaining, renewing, insuring and replacing the Shared Facilities; and
- (b) any other Shared Costs.

18.2 *Timeframe for First Budget*

The Management Committee must prepare the first budget within 1 month after the Management Committee is established.

18.3 *What funds must the Management Committee establish*

Within 1 month after the Management Committee is established, the Management Committee must establish:

- (a) the Administrative Fund; and
- (b) the Sinking Fund.

18.4 *Payments – Fund*

The Management Committee must:

- (a) use the Administrative Fund to pay the day to day expenses of operating and maintaining Shared Facilities such as maintenance costs, operational costs, insurance costs and administrative costs;
- (b) use the Sinking Fund to pay for the renewal and replacement of Shared Facilities;
- (c) hold Funds in the Sinking Fund in a manner which readily identifies the respective accumulated contributions of each Member; and
- (d) deduct expenditure from the Sinking Fund from the respective accumulated contributions of each Member as shown in Schedule 2 (or otherwise by Unanimous Resolution and failing upon obtaining a

Unanimous Resolution then the amount to be deducted for each Member shall be the Member's Proportion).

18.5 *Preparing Budgets*

Subject to this Management Statement, the Management Committee must prepare a budget for each 12 month period showing:

- (a) how much money it will need during that period for the Fund; and
- (b) the income the Management Committee budgets to receive in that period.

18.6 *Budget details*

A budget must contain itemised details of:

- (a) each Shared Facility and Shared Costs for which a Member is responsible to contribute under the Fund;
- (b) the proportion which each Member must contribute to each Shared Facility and Shared Costs; and
- (c) the amount of the proportion which each Member must contribute to each Shared Facility and the Shared Costs.

18.7 *Budget requirements*

The Management Committee must budget enough money to comply with its obligations under this Management Statement and the Act.

19 Contributions

19.1 *Management Committee - contributions*

The Management Committee must:

- (a) levy Members the contribution it will need for the Fund for each 12 month period. The amount of contributions must coincide with the budget prepared by the Management Committee under clause 18; and
- (b) levy the first contribution within one month after the budget has been approved; and
- (c) coincide the contribution cycle with the budget cycle in clause 18.

19.2 *Procedures for determining contributions*

Contributions are due and payable by Members in equal quarterly instalments in advance (or for other periods reasonably determined by the Management Committee).

19.3 *12 Month contributions*

The Management Committee must decide contributions for each 12 month period at a Meeting.

19.4 Contribution details

The person who convenes a Meeting to determine contributions must include with the notice of the Meeting:

- (a) the budget prepared by the Management Committee according to clause 18;
- (b) the current Financial Statement prepared by the Management Committee according to clause 19.7(a).

19.5 Insufficient funds

The Management Committee must levy Members additional contributions to the Fund if it cannot pay its debts for a 12 month contribution period.

19.6 Additional Funds Meeting

The person who convenes a Meeting to determine additional contributions must include with the notice of the Meeting a budget prepared by the Management Committee for the remainder of the 12 month contribution period which shows:

- (a) how much money the Management Committee will need for the remainder of the period for the Fund for which the additional contribution will be levied; and
- (b) income which the Management Committee knows it will receive for that Fund during the remainder of the period.

19.7 Preparing Financial Statements

Within 2 months after the end of each 12 month contribution period, the Management Committee must:

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

19.8 Financial Statements

The Management Committee must prepare Financial Statements for each of its accounts:

- (a) from the date of the last Financial Statement to within 2 months after the next contribution period starts; and
- (b) where possible, in time for Members which are Corporations to include in their budgets their portion of costs under this Management Statement.

19.9 Details of Financial Statements

Each Financial Statement(s) must show for the Fund:

- (a) details of income and expenditure;
- (b) the balance carried forward from the last period;
- (c) particulars and amounts of each item of income;

- (d) particulars and amounts of each item of expenditure;
- (e) the cash in the Fund at the end of the period;
- (f) the balance of the Fund;
- (g) contribution arrears for each Member;
- (h) the amount of credit or debit in the Fund; and
- (i) other relevant information.

20 Insurance and Indemnity

20.1 Required Insurances

- (a) The Management Committee must effect and maintain insurances for:
 - (i) the full insurable value of the structure of Esplanade in accordance with the Act; and
 - (ii) Public Liability Insurance for liability not less than \$20,000,000.00 for any one claim or such higher amount as the Management Committee may determine by Resolution; and
 - (iii) machinery breakdown insurance for the Shared Facilities plant and equipment which is not covered under warranty; and
 - (iv) workers' compensation insurance if required by Law; and
 - (v) increased costs during the period of insurance.
- (b) All policies are to be taken out with an Approved Insurer in the names of the Management Committee, and, if applicable, any mortgagees in possession holding under a registered mortgage for their respective rights and interests.
- (c) Duplicate copies of all policies and all renewal certificates and endorsement slips are to be held by the Management Committee (or the Strata Manager) and certified copies must be supplied to each Member upon request.
- (d) The Management Committee must reassess the full insurable value of the structure of Esplanade at least once every consecutive 3 year period from the date of registration of this Management Statement.
- (e) The Management Committee must effect as a Shared Cost office bearers liability cover for all Representatives and Replacement Representatives Members of the Management Committee.

20.2 Valuation

The Management Committee must have Esplanade valued for insurance purposes at least every 3 years from the date this Management Statement is registered or such other period as is prescribed by the Act. The valuation must be done by a qualified valuer or quantity surveyor who has:

- (a) a minimum of 7 years' experience; and

- (b) experience in valuing for insurance purposes project properties like Esplanade.

20.3 *Insurance records*

The Management Committee must keep with its records all duplicate or certified copies of the insurance policies, renewal certificates and endorsements for insurances it effects under this Management Statement.

20.4 *Basis of Apportionment*

Premiums for the Insurance are to be paid by the Members in the proportions set out in Schedule 2.

20.5 *Total or Partial Destruction of Esplanade*

In the event of Esplanade or any part of Esplanade being totally destroyed or so extensively damaged as to render the repair or making good of such damage impractical or undesirable the following alternatives will apply:

- (a) the Members will, from the insurance money available and to the extent this may be insufficient from their own money in the relevant proportions, reinstate Esplanade or that part of Esplanade substantially in accordance with its original design and the Architectural Code for Esplanade or that part of Esplanade; or
- (b) if the Members by Special Resolution **agree** that the Building is to be rebuilt to a different design and agree upon the plans and specifications relating to that design, then the Members will from the insurance monies available and to the extent that this may be insufficient from their own monies, in the relevant proportions stipulated in Schedule 2, prepare the land for the new building and then construct Esplanade or that part of Esplanade in accordance with the agreed plans and specifications; or
- (c) if the Members by Unanimous Resolution **agree** that:
 - (i) Esplanade or that part of Esplanade is not to be reinstated; and
 - (ii) Esplanade or that part of Esplanade is not to be rebuilt to a different design, the Members will promptly demolish Esplanade or that part of Esplanade and clear the land or that part of the land of all improvements, structures, rubbish and debris and following the demolition clearance being carried out to the satisfaction of the Members then no Member will have a claim against another Member.
- (d) If the Members acting reasonably are unable to reach agreement under sub paragraphs (b) or (c) then sub paragraph 20.1(a) must apply.

20.6 *Insurance not to be Avoided*

A Member must not at any time do, permit or omit or suffer to be done, committed or omitted any act, matter or thing upon Esplanade or to bring or keep anything on Esplanade so that any Insurance may be rendered void or

voidable or the rate or premium of any Insurance be liable to be increased unless, in the latter case, the relevant Member promptly pays all additional premiums required.

20.7 *Indemnity*

Each Member agrees that where its agents, contractors, employees, members and servants are permitted to occupy and use any part of another Member's property in Esplanade, those parties will:

- (a) do so at their own risk; and
- (b) release to the extent not excluded by Law that other Member, its agents, contractors, employees and servants from any:
 - (i) claims and demands of any kind;
 - (ii) liability which may arise in respect of any accident or damage to property or death of or injury to any person in or near that other Member's property or Esplanade,

unless the damage, death or injury is caused by the negligence of that other Member or its agents, contractors, employees, members or servants.

21 Shared Facilities

21.1 *What are Shared Facilities?*

A number of facilities and services in Esplanade are used by 2 or more Members. These facilities are called the Shared Facilities. The Shared Facilities include:

- (a) the Shared Facilities (with a description of each) in Schedule 1;
- (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 one Member's part of Esplanade;
- (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 an Authority; and
- (h) the certification of Shared Facilities for the purposes of the Law.

21.2 *Management of Shared Facilities*

Subject to this Management Statement, the Management Committee must operate, manage, control, maintain, repair and replace the Shared Facilities. The Management Committee may appoint and contract with parties to perform its functions in relation to Shared Facilities.

21.3 *Who may use Shared Facilities?*

This Management Statement may specify which Members and other persons are entitled to use and enjoy a Shared Facility or may restrict use of a Shared Facility. If the enjoyment or use of a Shared Facility is not restricted, the Shared Facility is available for use and enjoyment by each Member, Owner and Occupier according to this Management Statement.

21.4 *Changing and Adding to the Shared Facilities*

The Management Committee may, by Unanimous 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; or
- (g) determine a charge for a Shared Facility where Schedule 2 does not make provision for a charge.

The Members must amend Schedule 1 and Schedule 2 to reflect anything the Management Committee resolves to do under this clause.

21.5 *Using approved contractors*

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

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

21.6 *Contractors Used*

The Management Committee must:

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

21.7 *Approving Contractors*

The Management Committee may make a decision to approve a contractor in its absolute discretion. The Members, Owners and Occupiers must use approved contractors for all work described in this clause.

21.8 *Damage to Shared Facilities*

A Member, an Owner or an Occupier must:

- (a) use Shared Facilities only for their intended purposes;
- (b) immediately notify the Management Committee if they know about damage to or a defect in a Shared Facility; and
- (c) compensate the Management Committee for any damage to any Shared Facilities caused by them, their visitors or persons doing work in Esplanade on their behalf.

21.9 *Management Committee and Contractor Access*

- (a) In addition to any rights at Law, the Management Committee and its employees and contractors may access any part of a Lot or Common Property to operate, inspect, test, treat, use, maintain, repair or replace Shared Facilities and otherwise to comply with this Management Statement.
- (b) In exercising its rights referred to in clause 21.9(a) the Management Committee must:
 - (i) give reasonable prior notice to the relevant Lot Owner (excepting in an emergency situation if it is not practical to do so);
 - (ii) not unreasonably interfere with the quiet enjoyment of the Lot depending upon the circumstances; and
 - (iii) make good any damage to a Lot occasioned by this access.

22 *Shared Costs*

22.1 *Apportioning Shared Facilities Costs*

Schedule 2 sets out how much each Member must contribute towards the Shared Costs of the Shared Facilities. The Management Committee must charge Members for Shared Facilities according to B. If Schedule 2 does not make a provision for a charge, then each Member must contribute as determined by Unanimous Resolution and falling upon obtaining a Unanimous Resolution then the amount to be contributed by each Member shall be the Member's Proportion.

22.2 *Payment of Shared Costs by Members*

Members must pay their proportion of the Shared Costs for Shared Facilities according to Schedule 2 (or according to the determination of the Management Committee if there is no provision in Schedule 2 for that cost). Subject to the description of each Shared Facility in Schedule 1, Shared Costs relating to the Shared Facilities include Shared Costs for:

- (a) the maintenance, repair, operating cleaning and replacement of the Shared Facilities;
- (b) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;

- (c) labour used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;
- (d) the inspection of Shared Facilities (if applicable) by a Authority; and
- (e) the certification of Shared Facilities for the purposes of the Law.

22.3 *Changing the Shared Costs for the Shared Facilities*

Subject to this clause, the Management Committee may, by Unanimous Resolution, change the Shared Costs, add new Shared Costs or adjust the division of Shared Costs for Shared Facilities in Schedule 2.

22.4 *Requirements for Changing Costs*

The Management Committee may by Special Resolution change the Shared Costs, add new Shared Costs or adjust the division of Shared Costs for Shared Facilities only if:

- (a) Unanimous Resolution is not able to be obtained;
- (b) the Shared Costs for Shared Facilities will be more fairly divided; and
- (c) the fairness of the division of Shared Costs is supported by at least two expert consultants reports (unless all Members agree to waive this requirement).

22.5 *Changing Facilities – Pre-Conditions*

Before the Management Committee changes the cost, adds new costs or adjusts the division of costs for Shared Facilities the Management Committee must resolve to deal with the Shared Facility under clause 21.4 and at least one of the following must occur:

- (a) the Management Committee identifies new Shared Facilities;
- (b) the use of Shared Facilities changes;
- (c) Shared Facilities are repaired, modified or replaced; or
- (d) anything else happens which affects the Shared Costs of the Shared Facilities.

The Members must amend Schedule 1 and Schedule 2 to reflect anything the Management Committee resolves to do under this clause. A copy of the altered Schedule 1 and Schedule 2 must be provided to each Member, within 15 Business Days after such alteration has occurred.

22.6 *Paying Contributions*

Subject to this clause, the Management Committee must give each Member at least 30 days' notice, called a Payment Notice, before the Fund contribution is due. The Payment Notice must be in writing and must show:

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

If the Management Committee has to raise Funds in an emergency, it may give less than 30 days' notice of the contribution.

22.7 *Banking money and interest on accounts*

The Management Committee must deposit all contributions and other money paid to the Management Committee by Members or otherwise into its bank or building society accounts.

22.8 *Drawing from accounts*

The Management Committee may withdraw money from its accounts only to meet its obligations under or arising from this Management Statement.

22.9 *Late payments*

A Member must:

- (a) pay the Management Committee interest on any amount the Member owes the Management 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.

22.10 *Interest*

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

22.11 *Debt*

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

22.12 *Dealing with surplus Funds*

If there is surplus money in the Fund at the end of a budget cycle under this clause, the Management Committee may distribute it between the Members in shares decided by the Management Committee. When deciding the shares for the distribution of surplus money according to this clause, the Management Committee must have proper regard (as far as practicable) to the proportions in which each Member contributed to the surplus Funds. The Management Committee may decide to distribute surplus Funds under this clause only by Special Resolution.

22.13 *Adjustments*

If there has been an overpayment by a Member, that amount must be credited against the Member's proportion for the next ensuing quarter period.

22.14 Defaulting Member

- (a) If a Member fails to comply with a valid Payment Notice that Member is not a Defaulting Member until:
 - (i) the Management Committee (or the Strata Manager) serves on the Member a further notice containing particulars of the default and requiring the Member to remedy the default within thirty days of service of that notice ("Default Notice"); and
 - (ii) the Member has failed to pay the money necessary to remedy the default within that time.
- (b) The Management Committee (or the Strata Manager) is not entitled to serve on an Member a notice under sub paragraph (a)(i) if:
 - (i) that Member has served a notice seeking reasonable clarification of an amount in accordance with clause 22.18 and is complying with the requirements of that clause; or
 - (ii) the Management Committee has failed to comply with its obligations in this clause 22.

22.15 Obligations of Members on Default by an Member

If a Member to whom a Payment Notice has been given is a Defaulting Member, the following apply:

- (a) at the time of giving the Default Notice referred to in sub paragraph (b) the Management Committee (or the Strata Manager) must give to the Defaulting Member a Default Notice informing the Defaulting Member that it is in breach.
- (b) on giving a notice referred to in sub paragraph (a), the money payable by the Defaulting Member may be recovered by the Management Committee from the Defaulting Member as a debt due and owing together with interest at the rate in accordance with clause 22.10, such interest to be computed on a daily basis from the date on which the payment is due until the date upon which it is paid.
- (c) while a Member remains a Defaulting Member:
 - (i) neither it nor its Representative or Replacement Representative on the Management Committee is entitled to exercise a vote at any Management Committee Meeting or any Emergency Meeting;
 - (ii) the requirement of a quorum in clause 8.1 will be varied to reduce the quorum by deleting the requirements for the presence of a Representative of the Defaulting Member; and
 - (iii) it is not entitled to request a Meeting or Emergency Meeting of the Management Committee under clause 7.1 or submit a proposal to the Management Committee under clause 14.1.

22.16 *Dispute Shared Costs*

If there is a dispute about the proportion of a Member's Shared Costs for a Shared Facility or Shared Facilities, the Member must pay according to the proportion in Schedule 2 (or according to clause 22.2 if there is no provision in Schedule 2 for that Shared Cost). After the Member and the Management Committee resolve the dispute, the Members or the Management Committee must pay any necessary adjustments.

22.17 *Dispute – Negotiation, Mediation Arbitration*

If a dispute about the proportion of a Member's Shared Costs for a Shared Facility or Shared Facilities is determined under clause 16.6, the negotiator, mediator or expert who determines the dispute must determine any adjustments the Member or the Management Committee must pay.

22.18 *Clarification*

If a Member requires clarification of an amount it is requested to pay under this Management Statement or a Payment Notice it may within 7 days of receipt of a Payment Notice notify the Management Committee (or the Strata Manager) that it requires the matter to be clarified, identifying the matters and setting out any facts which need clarification together with any further relevant particulars.

22.19 *GST*

- (a) In this clause 22.19:
 - (i) "GST", "Input Tax Credit", "Supply", "Supplies", "Taxable Supply" and "Tax Invoice" have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999*; and
 - (ii) a reference to payment being made or received includes a reference to consideration other than money being given or received.
- (b) The Management Committee must comply with the GST legislation (including lodging Business Activity Statements when required).
- (c) The Shared Costs for the Shared Facilities and any other consideration payable under this Management Statement by the Members has not been calculated to include GST.
- (d) The Member must pay to the Management Committee, on each date the Member must make payment for a Taxable Supply under this Management Statement, an additional amount equal to the GST payable on the Taxable Supply or component of the Supply for which that payment is made.

23 *Security*

23.1 *Security control at Esplanade*

Security of Esplanade is important to all Members, Owners and Occupiers. To maintain an integrated security system, this Management Statement regulates

access and security issues and the use of security equipment (e.g. the provision of security keys).

23.2 *Restricting access to parts of Esplanade*

The Management Committee may:

- (a) close off or restrict access to Members, Owners and Occupiers to parts of Esplanade to which they do not require access to get to a Lot which they own or occupy; and
- (b) subject to this Management Statement, restrict access to the Shared Facilities.
- (c) secure doors or gates in Esplanade between the hours it determines are appropriate to preserve the security of Esplanade and to protect Owners and Occupiers and their property
- (d) not restrict access to a Strata Scheme without the consent of the Owner's Corporation for that Strata Scheme.

24 Powers of the Management Committee to act on behalf of the Members

24.1 *Powers*

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

- (a) the failure of a Member to pay Fund contributions;
- (b) the failure of an Member or Owner or Occupier to comply with their obligations under this Management Statement.

24.2 *Attorney*

Each Member appoints the Management Committee as its agent and attorney to enable the Management Committee or a person appointed by the Management Committee to take any action authorised by a Resolution made by the Management Committee according to this Management Statement.

24.3 *Member*

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

25 Consents by the Management Committee

25.1 *Consent*

The Management Committee may give consents under this Management Statement at a Meeting or an Emergency Meeting. Unless a clause states otherwise, the Management Committee may give consents under this Management Statement by Resolution.

25.2 Conditions

The Management Committee may make conditions if it grants consent under this Management Statement.

25.3 Revoked Consent

The Management Committee may revoke its consent if the person who has been granted the consent does not comply with:

- (a) conditions made by the Management Committee when it granted the consent; and
- (b) the clause under which the Management Committee granted the consent.

26 Owners Corporations By Laws

26.1 Changing By Laws

An Owners Corporation may change, alter, cancel or amend the bylaws for its Strata Scheme, provided:

- (a) the Owners Corporation must consult with the Management Committee prior to making the alteration, amendment, change or amendment to the by-law; and
- (b) the alteration, amendment, change or amendment to the by-law must not conflict with this Management Statement.

27 Car Park

- (a) Some areas of the Car Park and the car parking facilities in Esplanade are a Shared Facility and are subject to Shared Costs which are apportioned and levied in accordance with Schedule 2.
- (b) The Owner or Occupier of a Lot who is allocated a Car Space for that Lot must:
 - (i) park only in the Car Space allocated to the Lot;
 - (ii) only drive in the direction indicated by arrows in the Car Park;
 - (iii) when driving a motor vehicle in the Car Park not exceed the speed of 10 kph;
 - (iv) co-operate with other Lot Owners or Occupiers in the Car Park; and
 - (v) keep the Car Space clean and tidy.
- (c) The Owner or Occupier of a Lot who is allocated a Car Space and the rights to the Car Park must not:
 - (i) park vehicles greater than size of the Car Space;
 - (ii) use the Car Space of another Owner or Occupier of a Lot; or
 - (iii) create any noise within the Car Park or in the Car Space which is likely to interfere with the peaceful enjoyment of Owner or

- Occupier of another Lot or of any person lawfully using the Car Park;
- (iv) assign the security keys, access keys and necessary access devices for the Car Park without the consent of the Management Committee;
 - (v) assign, lease or licence the Car Space within the Car Park without the consent of the Management Committee, which may not be unreasonably withheld.
- (d) The Management Committee must:
- (i) maintain, clean and service the Shared Facility areas, including the mechanical ventilation, water sumps, access system, entrance gates and ramp;
 - (ii) provide adequate security for the Car Park;
 - (iii) issue each Owner or Occupier who has a Car Space in the Car Park access keys, security keys and necessary access devices for the Car Park.
- (e) The Management Committee may charge the Commercial Owners Corporation, the Residential Owners Corporation, an Owner or an Occupier of a Lot a fee, charge or bond for the issue of access keys, security keys and necessary access devices for the Car Park under clause 27(c).
- (f) The Commercial Owners Corporation, the Residential Owners Corporation and the Owners and Occupiers of a Lot must notify the Management Committee properly if an access key, security key or necessary access device is lost or misplaced by the relevant party.
- (g) The Management Committee, Owners and Occupiers of a Lot acknowledge the rights of the Owners and Occupiers of a Lot in the Commercial Stratum and the Residential Stratum to use the Shared Facilities, including the mechanical ventilation, water sumps, fire control devices which are contained in easements for the Car Park created under the *Conveyancing Act 1919* (NSW).

28 Use of Esplanade in relation to movement of stock, goods, furniture

- (a) An Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to or from the Lot through Esplanade or the Car Park, without sufficient notice to the Strata Manager or the Facilities Manager. The Strata Manager has the absolute discretion to limit such movement of furniture, large objects or deliveries to a specific time, so to limit the inconvenience to an Owner or Occupier of another Lot.
- (b) An Owner or Occupier of a Lot transporting items as specified in subparagraph (a) must use the protective material required to be used

by the Strata Manager or Management Committee, when transporting any item in or across or through Esplanade.

- (c) The Management Committee may resolve by Special Resolution that furniture, large objects or deliveries to and from the Lot are to be transported through or on Esplanade (whether in the building or not) in a specified manner.
- (d) If the Management Committee has specified, by Special Resolution, the manner in which furniture, large objects or deliveries to and from the Lot are to be transported, then an Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to and from the Lot through or on Esplanade except in accordance with that Special Resolution.

29 Garbage disposal

- (a) Subject to all the requirements of Council, each Owner or Occupier must ensure the removal of garbage from the Lot on a regular basis.
- (b) Garbage may be stored or disposed of by each Owner or Occupier in the Garbage Disposal Area until collection.
- (c) The Management Committee must devise rules including a garbage removal system for the removal of garbage from the Common Property. The rules, including the garbage removal system, must incorporate or address:
 - (i) permitted means, times and regularity of disposal;
 - (ii) disposal routes;
 - (iii) permitted pick-up areas (if any);
 - (iv) location of garbage removal;
 - (v) storage of garbage;
 - (vi) containment of garbage;
 - (vii) regularity of garbage removal;
 - (viii) washing of bins;
 - (ix) segregation of recycling from general garbage; and
 - (x) special garbage requirements generally,
- (d) and may also incorporate or address other matter as determined by the Management Committee from time to time.
- (e) The Management Committee must procure a contractor, which may be but does not need to be a caretaker or manager appointed by the Management Committee, to:
 - (i) remove or otherwise dispose of all garbage from the Garbage Disposal Area on at least a weekly basis;
 - (ii) clean the Garbage Disposal Area on at least a weekly basis; and

- (iii) conduct daily inspections of Common Property and remove any garbage located therein and store such garbage in the Garbage Disposal Area until collection.
- (f) An Owner or Occupier must:
 - (i) comply with all requirements of Council concerning the type of garbage which is the subject of disposal;
 - (ii) drain and securely wrap in an impermeable material all garbage and store garbage in the Garbage Disposal Area until collection;
 - (iii) not dispose of any liquid substances in the Garbage Disposal Area;
 - (iv) dispose of recyclable material in recycling bins in the Garbage Disposal Area;
 - (v) ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the owners or occupiers of other lots;
 - (vi) comply with the garbage removal rules, including any garbage removal system put in place by the Management Committee.
- (g) The Management Committee must advise each owner of the garbage removal rules and any changes to such rule, including providing details of the garbage removal system.
- (h) Each Owner must display in its lot at all times a copy of the current garbage removal rules of the Management Committee, including details of the garbage removal system.
- (i) Each Owner acknowledges and agrees that this by-law is required by Council and it must be maintained at all times and cannot be revoked or amended unless Council expressly agrees otherwise.

30 Awning Signage

- (a) An Owner or Occupier of a Lot in the Commercial Stratum or Retail Stratum may place a sign hanging down from the Awning, immediately adjacent to such Lot subject to first obtaining the consent of the Management Committee which consent must be provided where such signage:
 - (i) describes the business which is operating from the Lot;
 - (ii) the sign is made of new material;
 - (iii) has been consented to by all relevant Authorities.
 - (iv) [the dimensions of the sign are no more than 1.5 metres at the top x 0.4 metres down from the top] ;
 - (v) [the top of the sign at no point is lower than 0.2 metres from the underside of the Awning]; and
 - (vi) [the sign must be illuminated].

- (b) Prior to the Management Committee consenting to a sign referred to in subparagraph (a), the Management Committee may require the relevant Owner of the Lot to provide an indemnity to all other Owners in Esplanade for any loss, damage, interest or cost that may be suffered by any other Owner as a consequence of such sign.
- (c) Any sign consented to by the Management Committee pursuant to subparagraph (a) must be maintained and repaired at all times by the Owner of the Lot immediately adjacent to such sign, otherwise the sign must be immediately removed by that Owner at the direction of the Management Committee (or the Management Committee may procure its removal at the cost of that Owner).

31 Boardwalk

- (a) Each Owner acknowledges that the Boardwalk is provided for the benefit and use of all Owners and Occupiers as well as the general public subject to Council requirements.
- (b) Each Owner may use the Boardwalk in accordance with the rules set by Council and/or the Management Committee and must not cause any damage, dispose of any rubbish or otherwise deface any part of the Boardwalk.
- (c) The Management Committee may:
 - (i) enter into or vary any agreement or right of easement granting the benefit of the use of the Boardwalk in connection with the proper use of the Boardwalk;
 - (ii) make rules for the use of the Boardwalk.
- (d) Each Owner acknowledges that as part of the requirements of Council and as a part of any agreement or right of easement, the Council may require the Boardwalk to be constructed and maintained by the Owner(s) of the Property (or any part thereof) and all such costs shall be accounted by the Management Committee and payable by each Owner of a Lot in the Stratum Plan in accordance with Schedule 2.
- (e) Each Owner acknowledges and agrees that this by-law is required by Council and it must be maintained at all times and cannot be revoked or amended unless Council expressly agrees otherwise.

32 Restricted Period

- (a) During the Restricted Period and without the consent of the Management Committee, the Developer may (or may procure to):
 - (i) undertake any construction or demolition work on the Property;
 - (ii) install temporary services or disconnect services;
 - (iii) augment or change the location of Shared Services;
 - (iv) place temporary signs, structures, building material, fences, plant and equipment including cranes, hoardings and/or scaffolding;

- (v) create construction noise and interference for the purposes referred to in clause 31(a); and
 - (vi) access any part of the Property for the purposes referred to in this clause 31(a).
- (b) The Developer must obtain all appropriate consents from all necessary Authorities to undertake the matters referred to in clause 31(a) and in applying for such consents the Management Committee, if required, must promptly evidence its consent to such application(s).
 - (c) In relation to the matters referred to in clauses 31(a)(ii), (iii) and (vi), the Developer must provide the Management Committee with reasonable notice (except in an emergency when no notice is required) of its requirement to avail itself of these clauses and the detail of what the Developer intends to do.
 - (d) During the Restricted Period the Developer may (or may procure to) carry out Selling Activities anywhere within Esplanade without the consent of the Management Committee.
 - (e) The Developer must obtain all appropriate consents from all necessary Authorities to undertake the Selling Activities referred to in subparagraph (d) and in applying for such consents the Management Committee, if required, must promptly evidence its consent to such application(s).
 - (f) The Developer may during the Restricted Period require that this Management Statement be amended, varied or replaced as may be necessary by the Developer. Where the Developer notifies the Management Committee of any such requirement, the Management Committee must promptly do all things necessary to carry into effect the required changes of the Developer.

Execution

DRAFT

Schedule 1

**List of Shared Facilities [Note: EXAMPLE
ONLY AND SUBJECT TO
INSTRUCTIONS**

SF	Shared Facility	Description
SF1	Gas Meter Room	<p>The gas meter room is marked SF1 on the Shared Facilities Plan.</p> <p>This includes:</p> <ul style="list-style-type: none"> • the master data logging system for the gas supply to all components of Esplanade; • main gas regulator; • gas pipes, wires, cables and ducts exclusively servicing Shared Facilities; • ventilation; • lighting and electricity consumption for this room; • gas pipes, wires, cables and ducts that service more than one component of Esplanade; and • cleaning. <p>This Shared Facility excludes:</p> <ul style="list-style-type: none"> • costs for gas consumption; • gas pipes, wires, cables and ducts which are for the exclusive use of a Member, an Owner or an Occupier; and • gas meters located inside apartments, suites or a stratum lot.

SF	Shared Facility	Description
SF2	Main Switch Room	<p>This room is marked SF2 on the Shared Facilities Plan.</p> <p>This includes:</p> <ul style="list-style-type: none"> • electrical wires, cables and ducts exclusively servicing Shared Facilities; • switchboard; • ventilation system; • lighting and electricity consumption for this room; • electrical wires, cables and ducts that service more than one component of Esplanade; and • cleaning. <p>This excludes:</p> <ul style="list-style-type: none"> • costs for electrical consumption other than electricity consumed in the main switch room; and • electrical wires, cables and ducts that are for the exclusive use of a Member, an Owner or an Occupier.
SF3	Substation	<p>The substation is marked SF3 on the Shared Facilities Plan.</p> <p>The electrical substation includes, without limitation, the building structure and fabric comprising the substation.</p> <p>This excludes:</p> <ul style="list-style-type: none"> • the electrical transformers and other equipment servicing the electrical substation that are the property of Energy Australia; • lighting; and • cleaning costs.
SF4	Lifts	<p>The lifts throughout all buildings of Esplanade regardless of whether they are marked SF4 on the Shared Facilities Plan.</p> <p>This includes maintenance and repairs.</p> <p>This also includes access to and from the lobby, lifts, corridors, stairs and mailboxes using the most direct route or a route nominated by the Management Committee, from, time to time.</p> <p>This excludes costs for consumption of electricity which is borne by the Strata Plan to which they are located in.</p>

SF	Shared Facility	Description
SF5	Insurance	<p>Costs for insurance include, without limitation:</p> <ul style="list-style-type: none"> • building insurance premiums; and • public liability insurance; and • premiums under other policies effected by the Management Committee according to the management statement; and • excess on insurance policies effected by the Management Committee; and • valuations of the building for insurance purposes; and • insurance broker fees; and • office bearers premium for members of the Management Committee as well as members of any owners corporation forming part of Esplanade. <p>other costs incurred by the Management Committee to effect an insurance policy or under an existing insurance policy.</p>
SF6	Garbage Holding Area and Removal Service	<p>The Garbage Holding and Compaction Area is marked SF6A on the Shared Facilities Plan.</p> <p>This includes:</p> <ul style="list-style-type: none"> • electricity (see note below); • electric hot water heaters; • hose taps and connected hoses; • the cost of garbage compaction and removal; • any compaction plant and equipment including its repair and maintenance; • any paper baling equipment including its repair and maintenance; • ventilation system for the area; • garbage bins and receptacles located in the area; • water costs; • maintenance and repair of roller shutters and motors if applicable; and • cleaning costs. <p>This excludes costs incurred to transport garbage and recyclable materials to the garbage holding and compaction area by the Members, Owners or Occupiers.</p>

SF	Shared Facility	Description
SF7	Loading Dock Area	<p>The loading dock area is marked SF7 on the Shared Facilities Plan.</p> <p>This includes:</p> <ul style="list-style-type: none"> • lighting costs and electricity; • hose taps and connected hoses; • ventilation system for the area; • cleaning costs; and • line markings and signage.
SF8	Roller Shutters and Security Gates	<p>The Roller Shutters and Security Gates (including any associated motors) marked SF8 on the Shared Facilities Plan.</p> <p>This includes:</p> <ul style="list-style-type: none"> • repair and maintenance of the roller shutters and security gates (including their motors); and • electricity. <p>This also includes access to and from the car park using the most direct route or the route nominated by the Management Committee from time to time.</p>
SF9	Fire Stairs and Fire Corridors	<p>The Fire Stairs and Fire Corridors located throughout all buildings in Esplanade (regardless of whether they are marked SF9 on the Shared Facilities Plan.</p> <p>The Fire Stairs and Fire Corridors may only be used for fire evacuation or testing purposes.</p> <p>This includes:</p> <ul style="list-style-type: none"> • cleaning; • ventilation; and • lighting. <p>This also includes access to and from the fire stairs.</p> <p>The electricity to the Fire Stairs and Fire Corridors are serviced from the Strata Plan to which they are connected and the relevant Strata Plan will be responsible for the electricity costs.</p>

SF	Shared Facility	Description
SF10	Mail boxes	<p>The Mailboxes are marked SF10 on the Shared Facilities Plan.</p> <p>This includes:</p> <ul style="list-style-type: none"> • maintenance and repairs; • lighting; and • cleaning <p>This also includes access to and from the mailboxes using the most direct route or a route nominated by the Management Committee, from, time to time.</p>
SF11	Open Space Areas	<p>The open space areas are marked SF11 on the Shared Facilities Plan.</p> <p>This includes:</p> <ul style="list-style-type: none"> • awnings (and repair and maintenance); • signage; • cleaning; • regular gardening and landscape maintenance and replacement (including furniture); • lighting, electrical power; • operating, repairing and maintaining the irrigation system; and • general repair and maintenance.
SF12	Concierge Office and Store Room	<p>The Concierge Office and Store Room are marked SF12 on the Shared Facilities Plan.</p> <p>This includes:</p> <ul style="list-style-type: none"> • repairs and maintenance; • consumables; • furniture and FF&E, computers including replacement; • cleaning; and • electricity costs.

SF	Shared Facility	Description
SF13	Bike Racks	<p>The bike racks are marked SF13 on the Shared Facilities Plan. This includes:</p> <ul style="list-style-type: none"> • Repairs and maintenance; and • Lighting and electricity <p>This includes access to and from the bike racks using the most direct route or the route nominated by the Management Committee from time to time.</p>
SF14	Fire Control Systems etc	<p>The fire system is an integrated system located throughout Esplanade generally regardless of whether or not they are marked SF14 on the Shared Facilities Plan. It includes without limitation, each of the following items, whether or not marked on the Shared Facilities Plan:</p> <ul style="list-style-type: none"> • fire hydrant system, which includes all booster pumps, valves, pipe work and tanks associated with the fire hydrant system; • the sprinkler system including all booster pumps, valves, tanks, pipe work and electrical components that form part of the fire sprinkler system; • fire extinguishers; • emergency warning intercommunication system (EWIS) and fire alarm systems including speakers, alarms and associated electrical components; • the fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; • emergency and exit lighting system including all light fittings, batteries and other components forming part of the emergency lighting system; • fire indicator panel and mimic panel together with their associated electrical components (including pans and ducting work); • ventilation system to fire control plant area; • stair pressurisation systems; • Separate smoke control; • fire control equipment; and • the fire stairs providing access to open space. <p>The fire system also includes the cost to comply with any obligations of the Management Committee regarding fire</p>

SF	Shared Facility	Description
		<p>certification and safety.</p> <p>The fire system does not include additional fire safety equipment or services installed in Esplanade by a Member, Owner or Occupier.</p>
SF15	Fan Rooms for Car Park, Car Park Exhaust and Supply Systems and Ducts	<p>The Fan Rooms for Car Park Exhaust and Supply Systems and Ducts whether or not marked SF15 on the Shared Facilities Plan.</p> <p>This includes:</p> <ul style="list-style-type: none"> • electrical wires, cables and ducts; • fans; • motors; • the garage exhaust system to the point of discharge and air supply systems; • cleaning; and • electricity and lighting costs.
SF16	Building Management Services	<p>Building management services include the services provided by the Strata Manager appointed by the Management Committee under this Strata Management Statement. Costs for building management services include, without limitation:</p> <ul style="list-style-type: none"> • management fees and other fees that the Management Committee must pay the Strata Manager according to their agreement; • other costs incurred by the Management Committee according to its agreement with the Strata Manager; • audit fees incurred by the Management Committee; and • costs incurred by the Management Committee to maintain its records (including its financial records) according to this management statement.

SF	Shared Facility	Description
SF17	External board walk and plaza space	<p>The External Board Walk and Plaza Space is marked SF17 on the Shared Facilities plan.</p> <p>The External Courtyard Space includes:</p> <ul style="list-style-type: none"> • Cleaning required due to the specific use of the area by the directly adjoining Separate tenancy; and • General repairs and maintenance required due to the specific use of the area by the directly adjoining Separate tenancy. • Lighting • Landscaping • Sculpture • Fixed Seating
SF18	Domestic Cold Water Mains and Sewer Mains	<p>The Domestic Cold Water Mains and Sewer Mains.</p> <p>Hydraulic infrastructure excludes:</p> <ul style="list-style-type: none"> • costs for water consumption; and • water and sewer pipes that are for the exclusive use of a Member, an Owner or an Occupier.
SF19	Security Systems	<p>Security systems generally include all security items giving access to Shared Facilities and vehicular access into the Common Property at ground level and the basement levels of Esplanade. In particular, security systems include:</p> <ul style="list-style-type: none"> • security keys (and equipment for encoding security keys); • security cameras in Common Property at ground level and basement levels and Shared Facilities; • security equipment (for example, computers, monitors) monitoring security cameras in Common Property at ground level and basement levels or Shared Facilities; and • the security access card reader located at the entrance to Esplanade, the commercial and residential lobbies and the car park.

SF	Shared Facility	Description
SF20	Facilities Management Services	<p>Facilities Management Services include the services provided by the Facilities Manager appointed by the Management Committee. Costs for facilities management services include, without limitation:</p> <ul style="list-style-type: none"> • management fees and other fees that the Management Committee must pay the Facilities Manager according to their agreement; and • other costs incurred by the Management Committee according to its agreement with the Facilities Manager.
SF21	Comms Room	<p>The MDF (main distribution frame for telecommunications) is marked SF21 on the Shared Facilities Plan. It is located on the ground level.</p> <p>This includes:</p> <ul style="list-style-type: none"> • all telephone equipment other than the property of the service; • all wiring; • all lighting and electricity consumption for the room; and • ventilation.
SF22	Subsurface Drainage System	<p>The Subsurface Drainage System is marked SF22 on the Shared Facilities Plan.</p> <p>This includes pump out chambers, pumps, cabling, rising mains, electricity, maintenance and repairs.</p>
SF23	Television Reception and pay TV dish	<p>The Television Reception and pay TV dish includes antenna and the head end. This includes all repairs and maintenance of the antenna and dish, cabling, amplifiers, splitters and other equipment from the antenna to end of the common cabling.</p>

SF	Shared Facility	Description
SF24	Hydraulic Plant Room	<p>The Hydraulic Plant Room is marked SF25 on the Shared Facilities Plan.</p> <p>This includes:</p> <ul style="list-style-type: none"> • pump assemblies; • valves and piping; and • lighting and electricity costs. <p>This excludes:</p> <ul style="list-style-type: none"> • costs for water consumption; and • water pipes that are for the exclusive use of a Member an Owner or an Occupier.
SF25	Public Bathrooms	<p>The public bathrooms are marked SF26 on the Shared Facilities Plan.</p> <p>This includes:</p> <ul style="list-style-type: none"> • bathroom fixtures, finishes and fittings; • cleaning; • lighting and electricity costs; • toilet supplies such as toilet paper; and • repairs and maintenance.
SF26	Resident Meeting Room	<p>The Resident Meeting Room marked SF27 on the Shared Facilities Plan.</p> <p>This includes:</p> <ul style="list-style-type: none"> • fixtures, fittings and finishes; • cleaning; • lighting and electricity costs; • furnishings including tables and chairs; and • repairs and maintenance. <p>This includes access to and from the Resident Meeting Room using the most direct route or the route nominated by the Management Committee from time to time.</p>

SF	Shared Facility	Description
SF27	Surface Water Drains	<p>Surface Water Drains.</p> <p>This includes:</p> <ul style="list-style-type: none"> • regular cleaning; • unblocking; and • repair and maintenance of grates.
SF28	Building Structure, Perimeter and Retaining Walls	<p>This includes all footings, columns, beams, slabs, perimeter walls and retaining walls and other structural elements located on basement levels and open areas at ground level which support the buildings that comprise Esplanade.</p> <p>This includes structural repairs and structural maintenance (but not ordinary maintenance and repairs such as painting and cleaning), waterproofing and replacement where necessary.</p>
SF29	Pump Room	
SF30	Ramps and Basement Circulation Areas	<p>The Ramps and Basement Circulation Areas including all ramps, aisles, driveways and other open circulation areas.</p> <p>This includes:</p> <ul style="list-style-type: none"> • line marking on the ramps and circulation areas (excluding individual car spaces); • cleaning; • repair and maintenance excluding structural repairs and maintenance; • lighting; • signage in the driveways and ramps; and • electricity. <p>This also includes access to and from the car park using the most direct route or the route nominated by the Management Committee from time to time.</p>

SF	Shared Facility	Description
SF31	Lighting in Open Areas of the Basement Levels including Ramps	<p>Lighting in Open Areas of the Basement including Ramps is located throughout all open areas of the basement levels including above car parking spaces but excluding where it is located in closed rooms and lift lobbies in the basement levels.</p> <p>This includes:</p> <ul style="list-style-type: none"> • Lighting fittings (repairs, maintenance and replacement; • Electrical wires to the light fittings; • Electricity consumption of the lights; and • Replacement of light tubes, globes and starters.
SF32	Water storage and detention tank	
SF33	Gymnasium	<p>The Gymnasium Area marked SF33 on the Shared Facilities Plan.</p> <p>This includes:</p> <ul style="list-style-type: none"> • Fixtures, fittings and finishes; • Cleaning; • Lighting and electricity; • Water connection and usage charges; • Furnishings including gym equipment; and • Repairs and maintenance.

Schedule 2

**Shared Costs [Note: EXAMPLE ONLY
AND SUBJECT TO INSTRUCTIONS**

SF	Shared Facility	Commercial Stratum Proportion	Residential Proportion	Methodology of Apportionment
SF1	Gas Meter Room	%	%	
SF2	Main Switch Room	%	%	
SF3	Substation	%	%	
SF4	Lifts	%	%	
SF5	Insurance	%	%	
SF6	Garbage Holding Area and Removal Service	%	%	
SF7	Loading Dock Area	%	%	
SF8	Roller Shutters and Security Gates	%	%	
SF9	Fire Stairs and Fire Corridors	%	%	
SF10	Mail boxes	%	%	
SF11	Open Space Areas	%	%	
SF12	Concierge Office and Store Room	%	%	
SF13	Bike Racks	%	%	

SF	Shared Facility	Commercial Stratum Proportion	Residential Proportion	Methodology of Apportionment
SF14	Fire Control Systems etc	%	%	
SF15	Fan Rooms for Car Park, Car Park Exhaust and Supply Systems and Ducts	%	%	
SF16	Building Management Services	%	%	
SF17	External board walk and plaza space	%	%	
SF18	Domestic Cold Water Mains and Sewer Mains	%	%	
SF19	Security Systems	%	%	
SF20	Facilities Management Services	%	%	
SF21	Comms Room	%	%	
SF22	Subsurface Drainage System	%	%	
SF23	Television Reception and pay TV dish	%	%	

SF	Shared Facility	Commercial Stratum Proportion	Residential Proportion	Methodology of Apportionment
SF24	Hydraulic Plant Room	%	%	
SF25	Public Bathrooms	%	%	
SF26	Resident Meeting Room	%	%	
SF27	Surface Water Drains	%	%	
SF28	Building Structure, Perimeter and Retaining Walls	%	%	
SF29	Pump Room	%	%	
SF30	Ramps and Basement Circulation Areas	%	%	
SF31	Lighting in Open Areas of the Basement Levels including Ramps	%	%	
SF32	Water storage and detention tank			
SF33	Gymnasium			

Schedule 3 Architectural Code

ESPLANADE STRATA MANAGEMENT STATEMENT

[Note: EXAMPLE ONLY AND SUBJECT TO INSTRUCTIONS]

Schedule C - Architectural Code

Part 1

Introduction

1 Overview

1.1 Why have an Architectural Code?

The primary reasons for having an Architectural Code and controlling Building Works and the External Appearance of Esplanade are:

- (a) to preserve the design integrity and architectural quality of Esplanade;
- (b) to recognise the different requirements of the main and separate components of Esplanade, while having proper regard to the common interest of all Members, Owners and Occupiers;
- (c) to maintain the high aesthetic standards that make Esplanade such an attractive and desirable place in which to live or operate a business; and
- (d) to uphold property values for Owners.

1.2 What does the Architectural Code regulate?

The Architectural Code regulates Architectural Works and Building Works. It contains requirements about things like:

- (a) the External Appearance of Esplanade;
- (b) works which you may carry out without consent from the Committee or your Owners Corporation;
- (c) works which you may not carry out without consent from the Committee or your Owners Corporation;
- (d) acoustic requirements and noise control; and
- (e) works which you cannot carry out.

1.3 Disputes

The dispute resolution provisions in the Strata Management Statement apply to the Architectural Code and to approvals granted or refused under it.

1.4 Easements

Despite anything to the contrary in this management statement the Strata Management Statement or the Architectural Code, you do not need to obtain approval from the Committee to carry out works Building Works or other works or do anything which you are entitled to do under the Easements.

2 Who must comply with the Architectural Code?

2.1 Members, Owners and Occupiers who must by the Architectural Code

You must comply with the Architectural Code if you are a Member, an Owner or an Occupier (except for those who are exempt under clause 13 ("Architectural Compliance") of the Strata Management Statement this management statement).

2.2 Interpreting this Architectural Code

In this Architectural Code, references to a Member, Owner or Occupier mean only a Member, Owner or Occupier who is required to comply with the Architectural Code under the Strata Management Statement (unless the contrary intention is expressed).

2.3 The Developer

Despite anything to the contrary in the Architectural Code, the Strata Management Statement exempts the Developer from having to comply with the Architectural Code. For example, the Architectural Code does not apply to Development Works and Selling Activities carried out by the Developer.

3 Strata Management Statement and By-Laws

3.1 Inconsistencies with this the Strata Management Statement

If there is an inconsistency between a clause in this the Strata Management Statement and the Architectural Code, the clause in the Strata Management Statement prevails.

3.2 Inconsistencies with By-Laws

If there is an inconsistency between a By-Law and the Architectural Code, the relevant Owners Corporation must amend the By-Law to make it consistent with the Architectural Code.

4 Where to get more information

Contact the Strata Manager or Facilities Manager if you need information about the Architectural Code or if you are unsure about whether you need consent to carry out work.

ESPLANADE STRATA MANAGEMENT STATEMENT

Part 2

Architectural Standards and Architectural Works

5 Objectives

5.1 Architectural Standards

The purpose of the Architectural Standards is to ensure that Members, Owners and Occupiers do not place, install or retain anything in Esplanade:

- (a) which is not in conformity with the appearance of Esplanade; or
- (b) which, in the opinion of the Committee acting reasonably, affects the External Appearance of Esplanade.

This is achieved by setting parameters in the Architectural Standards for items like window coverings, Balcony furniture and other items that are visible from outside buildings in Esplanade.

5.2 Architectural Works

You must apply to the Committee for consent to carry out Architectural Works. Architectural Works are anything:

- (a) for which the Architectural Standards in this Part 2 require you to obtain consent;
- (b) which affect the architectural integrity of Esplanade and are not approved under the Architectural Standards;
- (c) which otherwise changes the External Appearance of Esplanade; or
- (d) which are not Building Works; or
- (e) referred to in clauses 6 to 13 below.

5.3 Differences to the Building Standards

The Architectural Standards are different to the Building Standards. The Architectural Standards are primarily concerned with the External Appearance of Esplanade and changes that may be made to the External Appearance without affecting structures or services. For example, the Architectural Standards deal with the installation of curtains and other window coverings in a Residential Lot or a Commercial Lot. The Building Standards, on the other hand, are concerned with alterations to the buildings, structures and services.

6 General requirements

6.1 Owners Corporations

An Owners Corporation must obtain consent from the Committee to place, install or retain anything in its Common Property:

- (a) that is not in conformity with the External Appearance of Esplanade; or
- (b) that, in the opinion of the Committee acting reasonably, affects the External Appearance of Esplanade.

6.2 Retail Lots and Commercial Lots

If you are the Owner or Occupier of a Residential Lot or a Commercial Lot, you must not place, install or retain anything on your Balcony or in a part of your Residential Lot or Commercial Lot visible from the outside of your Strata Scheme:

- (a) that is not in conformity with the Architectural Code; or
- (b) that, in the opinion of the Committee acting reasonably, affects the External Appearance of Esplanade.

6.3 Powers of the Committee

The Committee has the power to require you or your Owners Corporation to remove an item you have placed, installed or retained that alters the appearance of Esplanade if, in the opinion of the Committee acting reasonably, the item:

- (a) is not in conformity with the Architectural Code; or
- (b) is not in conformity with the External Appearance of Esplanade; or
- (c) affects the External Appearance of Esplanade.

7 Window coverings and blinds

7.1 The need for a co-ordinated approach

The Committee must adopt a co-ordinated approach to the installation of curtain linings or any treatment to the insides of windows and doors, particularly in Residential Lots and Commercial Lots.

7.2 Curtains, blinds and other window coverings in Retail Lots

If you are the Owner or Occupier of a Retail Lot, you:

- (a) may install curtains, blinds, louvres, shutters and other window and door treatments on or in your Residential Lot provided they have an appearance from outside the Residential Lot that is cream or off-white; and
- (b) must have consent from the Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in clause 7.2(a). Curtain linings or sheers are an acceptable method of achieving this (provided they comply with the colours in this clause 7.2(a)).

7.3 Curtains, blinds and other window coverings in the Commercial Lots

If you are the Owner or Occupier of a Commercial Lot, you may install curtains, blinds, louvres, shutters and other window coverings in your Commercial Lot provided that they are:

- (a) in conformity with the appearance of Esplanade and have an appearance from outside the Commercial Lot that is cream or off-white; and
- (b) of a quality commensurate to the quality of Esplanade.

7.4 Curtains, blinds and other window coverings in Common Property

If you are an Owners Corporation:

- (a) you may install curtains, blinds, louvres, shutters and other window and door treatments in the Common Property of your Strata Scheme provided they have an appearance from outside the Strata Scheme which is cream or off-white; and
- (b) you must have consent from the Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in clause 7.4(a).

7.5 Sun shades

You must have consent from the Committee to install a sun shade, sun blind, awning or other sun shading device:

- (a) in your Residential Lot or Commercial Lot; or
- (b) if you are an Owners Corporation, in your Strata Scheme.

7.6 Window treatments

Subject to clause 7.7, you must have consent from the Committee to place solar film or similar treatments on the internal or external surface of glass windows or doors:

- (a) in your Residential Lot or Commercial Lot; or
- (b) if you are an Owners Corporation, in your Strata Scheme.

Any window treatment to your glass windows or doors must be maintained in good condition.

7.7 Window treatments for Commercial Lots

- (a) Window treatments for Commercial Lots must:
 - (i) be of high quality materials; and
 - (ii) incorporate a form of display into the shopfront (where possible).
- (b) The window treatments for Commercial Lots do not need to be consistent and may be tailored to suit the business and other activities carried out by the Owner or Occupier of the Commercial Lot. Any proposal for a Commercial Lot shop front treatment or display must be consented to by the Committee generally.

8 Colour schemes and paint work

8.1 Your obligations

- (a) You must have consent from the Committee to change the colour or surface of any wall, window, door, floor, ceiling or other surface or item in your Residential Lot or Common Property if the proposed colour or surface changes or is not in keeping with the External Appearance of Esplanade. This clause does not apply to the Commercial Lots.
- (b) If you are the Owner or Occupier of a Commercial Lot, you must have consent from the Committee to alter the colour of the ceiling or any bulkhead visible from outside Common Property or Esplanade. The Committee will generally consent to a change if it is in keeping with the design and colour scheme of with the ground floor external areas of Esplanade.

9 External lighting

9.1 Your obligations

You must have consent from the Committee to change the existing exterior lighting in your Retail Lot, Commercial Lot or Common Property.

10 External finishes

10.1 Your obligations

Subject to clause 11 ("Commercial Shared Facilities"), you must have consent from the Committee and Council to change the existing exterior balustrade, flooring or fittings in your Retail Lot, Commercial Lot or Common Property.

11 Signage

11.1 Signs on Common Property

An Owners Corporation must have consent from the Committee to erect a sign on Common Property (other than a Strata Scheme notice board as required under the Management Act).

11.2 Signs in Commercial Lots

- (a) The Owner or Occupier of a Commercial Lot may erect a sign or shopfront display in your Commercial Lot provided that it complies with the following guidelines:
 - (i) signage and display to be designed by a professional signage consultant with appropriate Separate experience;
 - (ii) signage above the frontage entry doors may occupy up to 25% of the area around the entrance;
 - (iii) total area of signage and shopfront displays not to exceed 10% of the total glazed frontage to the Commercial Lot (being frontage to the Open Space Areas or);
 - (iv) all 3-dimensional signs must be placed inside glazed frontage;

- (v) no signs or displays are permitted on the external surface of the glazed frontage;
 - (vi) lettering or symbols incorporated in illuminated signage must be 3-dimensional;
 - (vii) no signs are permitted to the internal or external surface of glazing that faces onto the External Courtyard Space (being Shared Facility SF17);
 - (viii) no flat box signs are permitted.
- (b) Illuminated signs must be switched off during hours determined by the Committee (acting reasonably).
- (c) The Owner or Occupier of a Commercial Lot must have consent from the Committee generally to erect a sign or shopfront display in your Commercial Lot which does not comply with the guidelines set out in clause 11.2(a) above.

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ESPLANADE STRATA MANAGEMENT STATEMENT

**[Note: EXAMPLE ONLY AND SUBJECT TO
INSTRUCTIONS**

Part 3

Building Standards and Building Works

12 Objectives

12.1 Building Standards

The Building Standards are designed to maintain the architectural, structural and fire integrity of Esplanade. The purposes of the Building Standards are:

- (a) to maintain the External Appearance of Esplanade;
- (b) to ensure that Building Works are co-ordinated and consistent throughout Esplanade; and
- (c) to prevent damage to structures and services in Esplanade.

12.2 When do you need consent to carry out work?

You must apply to the Committee or, where applicable, your Owners Corporation for consent to carry out Building Works. Building Works are all works that affect Shared Facilities, Common Property, a Residential Lot or Commercial Lot:

- (a) that are not approved under the Building Standards in this Part 3;
- (b) that affect the External Appearance of Esplanade;
- (c) that the Building Standards in this Part 3 require you to obtain consent; or
- (d) that are not Architectural Works.

12.3 Types of Building Works

There are 3 types of Building Works that regulate works may be carried out in Esplanade. They are:

- (a) Common Property Building Works. See clause 13 ("Common Property Building Works");
- (b) External Appearance Building Works. See clause 14 ("External Appearance Building Works"); and
- (c) Shared Facility Building Works. See clause 15 ("Shared Facilities Building Works").

12.4 Who grants consent?

The consent that you must have before you carry out Building Works depends on the type of work you propose to do. In summary, you must have consent from:

- (a) your Owners Corporation (if applicable) to carry out Common Property Building Works;
- (b) the Committee to carry out External Appearance Building Works; and
- (c) the Committee to carry out Shared Facility Building Works.

13 Common Property Building Works

13.1 Definition

Subject to this clause 13, Common Property Building Works are all works in a Residential Lot, Commercial Lot or Common Property that affect Common Property building structures or services in a Strata Scheme. Common Property Building Works do not include works that are External Appearance Building Works or works that are Shared Facilities Building Works.

13.2 What is Common Property?

Common Property in a Strata Scheme includes:

- (a) the boundaries of an Residential Lot or Commercial Lot;
- (b) common areas in the Strata Scheme, such as corridors and walkways which are generally accessible to Owners and Occupiers in the Strata Scheme.

For the purposes of the Architectural Code, Common Property does not include Shared Facilities or other items which, if altered, would affect the External Appearance of Esplanade. As these items affect all of Esplanade, the Committee will control alterations to them under this part of the Architectural Code.

13.3 Common Property in a Retail Lot

The Common Property boundaries of a Residential Lot or Commercial Lot are usually the boundary walls (e.g. a wall between 2 Residential Lots), the floor and the ceiling of the Residential Lot or Commercial Lot. Important points to note in this regard are:

- (a) the door onto the Balcony of an Residential Lot or Commercial Lot will generally be Common Property; and
- (b) a "wall" includes a window or door in the wall.

13.4 When is consent necessary?

Subject to clause 13.5 ("When is consent not necessary?"), you must obtain consent from your Owners Corporation before you carry out Common Property Building Works. Examples of when you will require consent are where you propose to:

- (a) alter the existing materials in the floor of your Residential Lot or Commercial Lot;