

ePlan
(Sheet 7 of 14 sheets)

Plan:

DP1258608

Plan of Subdivision of Lot 1 and 2 in
DP1253237 and Lots 209 and 210 in
DP1189773 in Subdivision Certificate
SC-19-00160

time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.

- (d) comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act" is hereby agreed to be amended accordingly.
- (e) notify Council after each programmed maintenance.

9.2 Pursuant to section 88F(3) of the Act, the Council shall have the following additional powers pursuant to this covenant:

- (a) In the event that the registered proprietor(s) fails to comply with the term of any written notice issued by Council as set out above, the Council may enter the land with all necessary equipment and carry out work considered by Council to be reasonable to comply with the said notice referred to in clause 9.1(d).
- (b) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (i) any expense reasonably incurred by it in exercising its powers under clause 9.2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment in conjunction with the work; and
 - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

9.3 This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

9.4 For the purpose of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Steven Saad of Certified Building Specialists as Construction Certificate No No 5. Reference No: C7A387A5 on 24 June 2019 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council file No CC-19-00937.

Name of authority empowered to release, vary or modify the positive covenant numbered 9 in the plan: Council.

10 Terms of restriction on the use of land numbered 10 in the plan

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Plan:

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Plan of Subdivision of Lot 1 and 2 in
DP1253237 and Lots 209 and 210 in
DP1189773 in Subdivision Certificate
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- 10.1 The registered proprietor(s) covenant as follows with Council in respect to the on-site stormwater detention system (hereinafter referred to as "the system") constructed on the Lot Burdened that they will not, without the prior and express written consent of Council:
- (a) do any act, matter or thing which would prevent the system from operating in a safe and efficient manner;
 - (b) make or permit or suffer the making of any alterations or additions to the system; or
 - (c) allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the system.
- 10.2 This restriction shall bind all persons who are or claim are the registered proprietor(s) stipulated in section 88E(5) of the Conveyancing Act.
- 10.3 For the purpose of this restriction, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Steven Saad of Certified Building Specialists as Construction Certificate No 5, Reference No C7A387A5 on 24 June 2019 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council file No. CC-19-00937.

Name of authority empowered to release, vary or modify the restriction on the use of land numbered 10 in the plan: Council.

11. Terms of restriction on the use of land numbered 11 in the plan

No building shall be erected on the lot hereby burdened being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of the Council of the City of Blacktown.

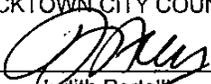
Name of authority empowered to release, vary or modify the restriction on the use of land numbered 11 in the plan: Council.

12. Terms of the Restriction on the use of land numbered 12 in the plan

12.1 The Grantor:

- (a) is responsible for providing all waste and recycling services for the owners and occupiers of the Building or the Strata Scheme;
- (b) must ensure waste and recycling services for the owners and occupiers of the Building or the Strata Scheme are to be provided and undertaken by a private waste and recycling contractor;
- (c) must not access Council's household clean up service or waste/recycling service; and
- (d) must indemnify Council in respect of any claim regarding the failure of the Grantor to comply with this restriction on the use of land.

BLACKTOWN CITY COUNCIL


Judith Portelli

Manager Development Services

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Plan of Subdivision of Lot 1 and 2 in
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Name of Authority whose consent is required to release vary or modify the restriction numbered 12 in the plan is Council.

13 Terms of restriction on the use of land numbered 13 in the plan

- 13.1 The registered proprietor(s) covenant as follows with Council in respect of the overland flow path constructed on the Lot Burdened that they will not, without the prior and express written consent of Council:
- (a) do any act, matter or thing which would prevent the overland flow path from operating in a safe and efficient manner;
 - (b) make or permit or suffer the making of any alterations or additions to the overland flow path; or
 - (c) allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the overland flow path.
- 13.2 This restriction shall bind all persons who are or claim are the registered proprietor(s) stipulated in section 88E(5) of the Conveyancing Act.
- 13.3 For the purpose of this restriction, "overland flow path" means the works constructed on the land (including all access pavements, pipes, drains, kerbs, pits, grates and surfaces designed to convey stormwater through the site) shown on plans approved by Steven Saad of Certified Building Specialists as Construction Certificate No 5, Reference No: Reference No C7A387A5 on 24 June 2019. A copy of this construction certificate is held on Council file No. CC-19-00937.

Name of authority empowered to release, vary or modify the restriction on the use of land numbered 13 in the plan: Council.

14. Terms of positive covenant numbered 14 in the plan

- 14.1 The registered proprietor(s) covenant as follows with the Authority Benefited in respect to the overland flow path constructed on the Lot Burdened that they will:
- (a) keep the overland flow path clean and free from silt, rubbish and debris;
 - (b) maintain and repair at the sole expense of the registered proprietor(s) the overland flow path contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner;
 - (c) for the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
 - (d) comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of

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DP1189773 in Subdivision Certificate
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the Conveyancing Act 1919 (hereinafter referred to as "the Act" is hereby agreed to be amended accordingly.

- 14.2 Pursuant to section 88F(3) of the Act, the Council shall have the following additional powers pursuant to this covenant:
- (a) In the event that the registered proprietor(s) fails to comply with the term of any written notice issued by Council as set out above, the Council may enter the land with all necessary equipment and carry out work considered by Council to be reasonable to comply with the said notice referred to in clause 14.1(d).
 - (b) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (i) any expense reasonably incurred by it in exercising its powers under clause 14.2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment in conjunction with the work; and
 - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

14.3 This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

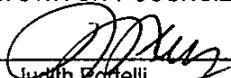
14.4 For the purpose of this restriction, "overland flow path" means the works constructed on the land (including all access pavements, pipes, drains, kerbs, pits, grates and surfaces designed to convey stormwater through the site) shown on plans approved by Steven Saad of Certified Building Specialists as Construction Certificate No5, Reference No: Reference No C7A387A5 on 24 June 2019. A copy of this construction certificate is held on Council file No CC-19-00937.

Name of authority empowered to release, vary or modify the positive covenant numbered 14 in the plan: Council.

15. Terms of positive covenant numbered 15 in the plan

- 15.1 The registered proprietor(s) covenant as follows with the Authority Benefited in respect to the Stormwater Quality Device (hereinafter referred to as "the device") constructed and/or installed on the Lot Burdened that they will:
- (a) keep the device clean and free from silt, rubbish and debris;
 - (b) maintain and repair at the sole expense of the registered proprietor(s) that part of the device contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the manufacturer's recommended requirements and/or the "Maintenance Schedule" approved by Ocean Protect on

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Manager Development Services

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March 2019 and held in Council's file No CC-19-00937. A copy of this Schedule is available to all owners and occupiers of the Lot Burdened;

- (c) for the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the device and the state of construction; maintenance or repair of the device, for compliance with the requirements of this covenant;
 - (d) provide to Council each year on or before 1 September an annual maintenance report ("Report") outlining all maintenance undertaken on the device in accordance with the Maintenance Schedule or industry best practice. Copies are to be provided with the Report of all cleaning reports and tipping dockets to demonstrate that all material renovated was disposed of in an approved manner;
 - (e) comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the device and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act" is hereby agreed to be amended accordingly.
- 15.2 Pursuant to section 88F(3) of the Act, the Council shall have the following additional powers pursuant to this covenant:
- (a) In the event that the registered proprietor(s) fails to comply with the term of any written notice issued by Council as set out above, the Council may enter the land with all necessary equipment and carry out work considered by Council to be reasonable to comply with the said notice referred to in clause 15.1(e).
 - (b) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (i) any expense reasonably incurred by it in exercising its powers under clause 15.2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment in conjunction with the work; and
 - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
- 15.3 This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.
- 15.3 For the purpose of this restriction, "the device" means the stormwater quality improvement device constructed and/or installed on the land as detailed on the plans approved by Steven Saad of Certified Building Specialists as Construction Certificate No 5, Reference No C7A387A5 on 24 June 2019 including all ancillary gutters, pipes, drains, walls, kerbs, pits,

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grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council file No CC-19-00937.

Name of authority empowered to release, vary or modify the positive covenant numbered 15 in the plan: Council.

16 Terms of restriction on the use of land numbered 16 in the plan

16.1 The registered proprietor(s) covenant as follows with Council in respect to the Stormwater Quality Device (hereinafter referred to as "the device") constructed and/or installed on the Lot Burdened that they will not, without the prior and express written consent of Council:

- (a) do any act, matter or thing which would prevent the device from operating in a safe and efficient manner;
- (b) make or permit or suffer the making of any alterations or additions to the device; or
- (c) allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the device.

16.2 This restriction shall bind all persons who are or claim are the registered proprietor(s) stipulated in section 88E(5) of the Conveyancing Act.

16.3 For the purpose of this restriction, "the device" means the StormFilter Cartridges and OceanGuard200's stormwater quality improvement device constructed and/or installed on the land as detailed on the plans approved by Steven Saad of Certified Building Specialists as Construction Certificate No 5, Reference No: C7A387A5 on 24 June 2019 in cluding all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council file No. CC-19-00937.

Name of authority empowered to release, vary or modify the restriction on the use of land numbered 16 in the plan: Council.

17. Definitions

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

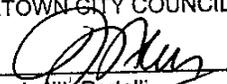
Act means the *Strata Schemes Development Act 2015* (NSW).

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

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

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

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

Bulky Waste Collection Area means the area between the kerb line and the boundary at the frontage of the lot burdened.

Conveyancing Act means the *Conveyancing Act 1919 (NSW)*.

Council means Blacktown City Council or its successor.

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

Easement Site means in relation to an easement:

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

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

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

Grantor means the registered proprietor of a Lot Burdened.

Garbage, Green Waste and Recycling Collection Area means the area between the kerb line and the boundary at the frontage of the lot burdened.

Instrument means this section 88B instrument.

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

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

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

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

Plan means a plan to which this Instrument relates.

Pipes means wires, cables and conduits.

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

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

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Plan of Subdivision of Lot 1 and 2 in
DP1253237 and Lots 209 and 210 in
DP1189773 in Subdivision Certificate
SC-19-00180

Strata Plan means a strata plan registered under the Act.

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

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

Executed by Schofields One Pty Limited AS trustee for the Schofields One Unit Trust
ACN 606 182 236 in accordance with section 127 of the Corporations Act 2001 (Cth)
by: ABN: 59 280 103 927


Signature of sole Director and sole Company Secretary

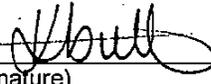
XIAOHUI KOU
Full name (print)


signature of witness
Chao LI

print Name of witness
131/95 Bonar ST Wollie Creek
Address of witness

Blacktown City Council by its authorised delegate pursuant to s.377 Local Government Act 1993:


(signature of delegate)

I certify that I am an eligible witness and that the delegated signed in my presence:

(signature)

Judith Portelli
(name of delegate)

Kristy-lee Bulloch
(name of witness)

C/- Blacktown City Council
(address of witness) 62 Flushcombe Road

Execution of Mortgagee
Executed by Maxlad Security Pty Limited
ACN 608 102 263 in accordance with section 127 of the Corporations Act 2001 (Cth)
by:


Signature of alternate director

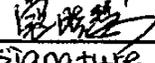

Signature of director

Anthony Woods
Full Name

Wayne Lashy
Full Name

Section 88B instrument for Plan of Subdivision
Doc ID 708220723/v1

Executed by Schofields Square Pty Limited ACN 606 255 261 in accordance with section 127 of the Corporations Act 2001 (Cth) by:

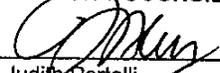

signature of Director

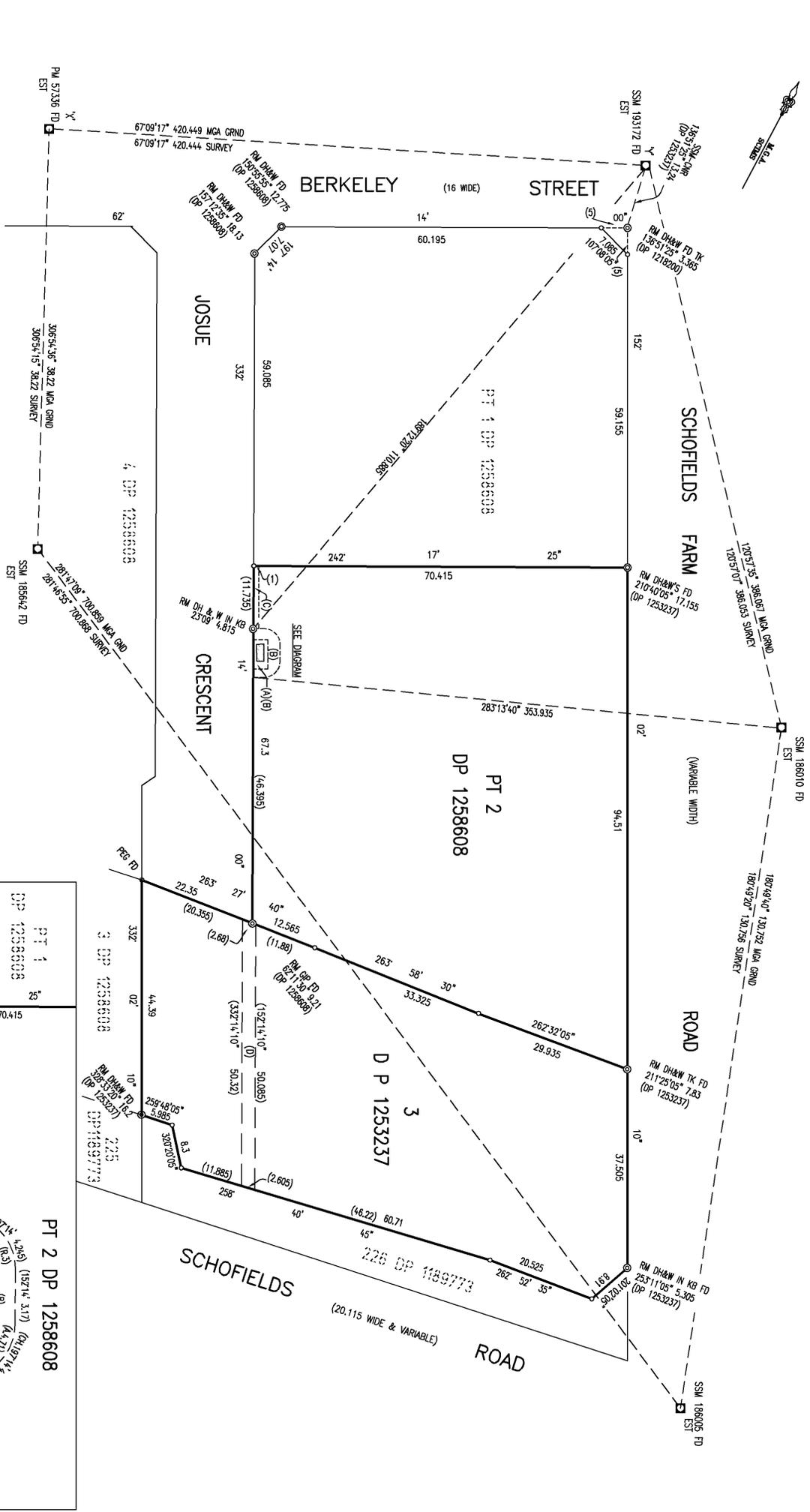
XIAOHUI KOU
Name of Director


signature of Director

RICKY POON
Name of Director

BLACKTOWN CITY COUNCIL


Judith Portelli
Manager Development Services



COORDINATE SCHEDULE

SURVEYING AND SPATIAL INFORMATION REGULATION, 2017: CLAUSE 70(2)						
MARK	MGA COORDINATES		CLASS	ORDER	METHOD	STATE
	EASTING	NORTHING				
PM 57336	303 366,554	6269 395,297	B	2	FROM SCIMS	FOUND
SM 186642	303 391,116	6269 372,342	D	4	FROM SCIMS	FOUND
SM 186010	304 079,130	6269 359,925	C	3	FROM SCIMS	FOUND
SM 186005	304 077,241	6269 229,179	C	3	FROM SCIMS	FOUND
SM 193172	303 746,046	6269 558,543	D	4	FROM SCIMS	FOUND
DATE OF SCIMS COORDINATES 08/07/2019						MGA ZONE: 56
MGA DATUM: GDA94						
COMBINED SCALE FACTOR 1.000061						

- (A) - EASEMENT FOR PNEUMATIC SUBSTATION 5.5 WIDE
- (B) - RESTRICTION ON THE USE OF LAND
- (C) - EASEMENT FOR ELECTRICITY PURPOSES 1 WIDE
- (D) - EASEMENT FOR UNDERGROUND CABLES 2.5 WIDE

SURVEYOR
 Name: MARK JOHN ANDREW
 Date: 5/9/2019
 Reference: 161215 EASE PH

PLAN OF EASEMENTS WITHIN LOT 3
 DP 1253237 AND PART LOT 2 DP1258608

LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:500

REGISTERED
 30/03/2020

DP1262192

PLAN FORM 6_E (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
<p style="text-align: right;">Office Use Only</p> Registered:  30/03/2020 Title System: TORRENS		<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1262192</h1>
<p>PLAN OF EASEMENT WITHIN LOT 3 IN DP 1253237 & PT 2 IN DP1258608</p>		LGA: BLACKTOWN Locality: SCHOFIELD S Parish: GIDLEY County: CUMBERLAND
<p style="text-align: center;">Survey Certificate</p> I, MARK JOHN ANDREW of Veris Australia Pty Ltd suit 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: (a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 05-Sep-2019 (b) Partial Survey (c) Compilation Datum Line: 'X'-'Y' Type: Urban <input checked="" type="checkbox"/> Rural <input type="checkbox"/> Signature:  Dated: 14/1/2020 Surveyor Identification No: 342 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>		<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:
		<p style="text-align: center;">Subdivision Certificate</p> I, _____ certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number:
Plans used in the preparation of survey. DP1253237 DP1258608		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.
Surveyor's Reference: 161215 <i>EASE PH</i>		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6_E (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

Registered:



30/03/2020

Office Use Only

Office Use Only

DP1262192

PLAN OF EASEMENT

WITHIN LOT 3 IN DP 1253237 & PT 2 IN DP1258608

Subdivision Certificate number:

Date of Endorsement:

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO;

CREATE:

1. EASEMENT FOR PADMOUNT SUBSTATION 5.5 WIDE (A)
2. RESTRICTION ON THE USE OF LAND (~~VARIABLE WIDTH~~) (B)
3. EASEMENT FOR ELECTRICITY PURPOSES 1 WIDE (C)
4. EASEMENT FOR UNDERGROUND CABLES 2.5 WIDE (D)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 161215 *EASE PH*

PLAN FORM 6_E (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

Office Use Only
Registered:  30/03/2020

PLAN OF EASEMENT
WITHIN LOT 3 IN DP 1253237 & PT 2 IN DP1258608

Subdivision Certificate number:
Date of Endorsement:

Office Use Only
DP1262192

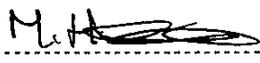
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED BY SCHOFIELDS ONE PTY LIMITED
(ACN 606 182 236) in accordance with Section 127
of the Corporations Act:


.....
Signature of Director *sole director/secretary*
XIAOHUI KOU
.....
Name of Director *sole director/secretary*
(Block Letters)

.....
Signature of Director/Secretary
.....
Name of Director/Secretary
(Block Letters)

MORTGAGEE
MAXCAP SECURITY PTY LTD


.....
Signature of Director *Secretary*
Mark Heaven
.....
Name of Director *secretary*
(Block Letters)


.....
Signature of Director/Secretary
Wayne Lashy
.....
Name of Director/Secretary
(Block Letters)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 161215 EASE AH

ePlan

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

(Sheet 1 of 6 sheets)

Plan:

DP1262192

Plan of Easement within Lot 3 in DP1253237
& part Lot 2 in DP1258608

**Full Name and Address of the Registered
Proprietor of the Land:**

Schofields One Pty Limited ACN 606 182 236
Suite 1301, Level 13
88 Phillip Street
Sydney NSW 2000

**Full Name and Address of the Mortgagee of
the Land:**

Maxcap Security Pty Ltd ACN 608 102 263
Level 33, 360 Collins Street
Melbourne Vic 3000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for Padmount Substation 5.5 wide (A)	2/1258608	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
2.	Restriction on the Use of Land (Variable Width) (B)	2/1258608	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
3.	Easement for Electricity Purposes 1 wide (C)	2/1258608	1/1258608
4.	Easement for Underground Cables 2.5 wide (D)	3/1253237	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

PART 2 (Terms)

1. Terms of easement for padmount substation 5.5 wide (A) numbered 1 in the plan

1.1 For the purpose of this easement, "Electrical Equipment" includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.

1.2 Epsilon may:

- (a) install Electrical Equipment within the Easement Site,
- (b) excavate the Easement Site to install the Electrical Equipment,
- (c) use the Electrical Equipment for the transmission of electricity,



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Plan:

Plan of Easement within Lot 3 in DP1253237
& part Lot 2 in DP1258608

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- (d) enter the Lot Burdened using the most practicable route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
 - (e) install its own access gates and locks;
 - (f) trim or remove any vegetation from the Lot Burdened that interferes with or prevents reasonable access to the Easement Site or the Electrical Equipment, and
 - (g) remove any encroachments from the Easement Site and recover the costs of carrying out the removal work and repairing any damage done to the Electrical Equipment by the encroachment.
- 1.3 In exercising its rights under this Easement, Eplison will take reasonable precautions to minimise disturbance to the Lot Burdened and will restore the Lot Burdened as nearly as practicable to its original condition.
- 1.4 The Grantor agrees that, without the prior written permission of Eplison and in accordance with such conditions as Eplison may reasonably impose, the Grantor must not:
- (a) install or permit to be installed any Services or Structures within the Easement Site, or
 - (b) alter the surface level of the Easement Site, or
 - (c) do or permit to be done anything that restricts access to the Easement Site by Eplison.
- 1.5 Eplison will not be responsible if the Electrical Equipment causes magnetic interference to computer equipment or electronic equipment operated within the Lot Burdened.
- 1.6 Notwithstanding any other provision in this Instrument, the Grantor grants to Eplison, this Easement and acknowledges and agrees that any lessee of Eplison's distribution system, and any nominee of such lessee (which may include a sublessee of Eplison's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Eplison as if that lessee or nominee were Eplison, but only for so long as the lessee leases Eplison's distribution system from Eplison.
- 1.7 The Grantor must do all things reasonable necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Eplison.

Name of authority empowered to release, vary or modify the easement numbered 1 in the plan: Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

2. Terms of restriction on the use of land variable width (B) numbered 2 in the plan

- 2.1 No Building shall be erected or permitted to remain within the Restriction Site unless:
- (a) the external surface of the Building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
 - (b) the external surface of the Building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and



Plan:

Plan of Easement within Lot 3 in DP1253237
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- (c) the Grantor provides the authority benefited with an engineer's certificate to this effect.
- 2.2 The fire ratings mentioned in clause 2.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 2.3 Notwithstanding any other provision in this Instrument, the Grantor acknowledges and agrees that any lessee of Eplison's distribution system, and any nominee of such lessee (which may include a sublessee of Eplison's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Eplison as if that lessee or nominee were Eplison, but only for so long as the lessee leases Eplison's distribution system from Eplison.
- 2.4 The Grantor must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Eplison.

Name of authority empowered to release, vary or modify the easement numbered 2 in the plan: Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

3. Terms of easement for underground cables 2.5 wide (D) numbered 4 in the plan

- 3.1 For the purpose of this easement, "**Electrical Equipment**" includes underground electrical cable, duct, service pillar, underground earthing system and ancillary equipment.
- 3.2 Eplison may:
 - (a) install Electrical Equipment within the Easement Site,
 - (b) excavate the Easement Site to install the Electrical Equipment,
 - (c) use the Electrical Equipment for the transmission of electricity,
 - (d) enter the Lot Burdened using the most practicable route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
 - (e) install its own access gates and locks;
 - (f) trim or remove any vegetation from the Lot Burdened that interferes with or prevents reasonable access to the Easement Site or the Electrical Equipment, and
 - (g) remove any encroachments from the Easement Site and recover the costs of carrying out the removal work and repairing any damage done to the Electrical Equipment by the encroachment.
- 3.3 In exercising its rights under this Easement, Eplison will take reasonable precautions to minimise disturbance to the Lot Burdened and will restore the Lot Burdened as nearly as practicable to its original condition.
- 3.4 The Grantor agrees that, without the prior written permission of Eplison and in accordance with such conditions as Eplison may reasonably impose, the Grantor must not:
 - (a) install or permit to be installed any Services or Structures within the Easement Site, or
 - (b) alter the surface level of the Easement Site, or



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Plan: Plan of Easement within Lot 3 in DP1253237
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- (c) do or permit to be done anything that restricts access to the Easement Site by Epsilon.
- 3.5 Epsilon will not be responsible if the Electrical Equipment causes magnetic interference to computer equipment or electronic equipment operated within the Lot Burdened.
- 3.6 Notwithstanding any other provision in this Instrument, the Grantor grants to Epsilon, this Easement and acknowledges and agrees that any lessee of Epsilon's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon as if that lessee or nominee were Epsilon, but only for so long as the lessee leases Epsilon's distribution system from Epsilon.
- 3.7 The Grantor must do all things reasonable necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon.

Name of authority empowered to release, vary or modify the easement numbered 4 in the plan: Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

5. Definitions

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

120/120/120 fire rating and **60/60/60 fire rating** means the resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

Building means a substantial structure with a roof and walls and includes any projections from the external walls.

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

Easement Site means in relation to an easement:

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

Epsilon means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

Erect includes construct, install, build and maintain.

Grantor means the registered proprietor of a Lot Burdened.

Install includes construct, repair, replace, maintain, modify, use, and remove.

Instrument means this section 88B instrument.

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



Plan:

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Plan of Easement within Lot 3 in DP1253237
& part Lot 2 in DP1258608

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

Plan means a plan to which this Instrument relates.

Restriction Site means in relation to a restriction on the use of land by a prescribed authority:

- (a) the site of the restriction on the use of land identified in the Plan;
- (b) all items within the site of the restriction on the use of land identified in the Plan which are the subject of the restriction.

Services includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

Structure includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

Executed by **Schofields One Pty Limited**
ACN 606 182 236 in accordance with section
127 of the Corporations Act 2001 (Cth) by:

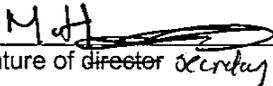


Signature of sole director/secretary

XIAOHUI KOU

Full name of witness (print)

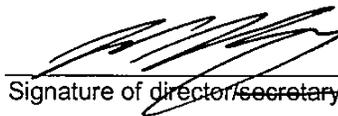
Executed by **Maxcap Security Pty Ltd ACN**
608 102 263 in accordance with section 127 of
the Corporations Act 2001 (Cth) by:



Signature of director/secretary

Mark Heaven

Full name of witness (print)



Signature of director/secretary

Wayne Lashy

Full name of witness (print)



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(Sheet 6 of 6 sheets)

Plan:

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Plan of Easement within Lot 3 in DP1253237
& part Lot 2 in DP1258608

Certified correct for the purposes of the Real Property Act 1900 by the Prescribed Authority's attorneys who signed this dealing pursuant to the power of attorney specified.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)*



Signature of witness

Laurel Pretsel

Full name of witness (print)

Address of witness:
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148



Signature of attorney

Name and position of attorney:

Helen Smith

Manager Property

Power of attorney:
Book 4768 No. 870

Signing on behalf of Endeavour Energy
Network Asset Partnership ABN 30 586 412
717

Endeavour Energy reference:

URS21129 / UML8557
.....

Date of Signature:

16 January 2020



Approved Form 7	Strata Plan By-Laws	(Sheet 1 of 33 sheets)
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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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This is the form referred to in section 10(1)(b)(i) *Strata Schemes Development Act 2015*.

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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Kew Schofields - By-laws

1. Definitions and interpretation clauses

1.1 Definitions

- Act** means the *Strata Schemes Management Act 2015*.
- Build Cost** means the cost to undertake and complete the Building Works.
- Building** means the building and the Land which is the subject of the Strata Plan.
- Building Works** means works, alterations, additions, damage, removal, repairs or replacement of:
- (a) Common Property structures, including the Common Property walls, floor and ceilings enclosing the Lot. Common Property walls include windows and doors in those walls;
 - (b) the structure of the Lot;
 - (c) the internal walls inside the Lot (eg. a wall dividing two rooms in the Lot);
 - (d) Common Property services; or
 - (e) services in the Strata Scheme whether or not they are for the exclusive use of the Lot.

Building Works excludes minor fit out works inside a Lot, Cosmetic Works, Minor Renovations, the installation or removal of an inter-lot wall that is not a structural wall and works which you are entitled to carry out under a Common Property Rights By-law.

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- Business Days** means a day being Monday to Friday not being a public holiday or bank holiday in New South Wales.
- By-laws** means the by-laws set out in this document and any other by-laws adopted by the Owners Corporation from time to time.
- Common Property** means the common property comprised in the Strata Plan.
- Common Property Rights By-law** means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the Management Act.
- Cosmetic Work** has the meaning given in the Management Act and includes works or alterations to the interior of Common Property walls in connection with a Lot, such as hanging pictures or attaching items to those walls.
- Cost** means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.
- Council** means Blacktown City Council.
- Development Act** means the *Strata Schemes Development Act 2015*.
- Developer** means Schofields One Pty Limited ACN 606 182 236 and its successors, assigns, employees, agents and contractors.
- Electrical Cab Charger** means the electrical charging points located in the Common Property for the purpose of charging vehicles.
- Exclusive Use Lots** means lots 96, 97, 98, 99, 116, 117, 118 and 119.

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- Garbage Room** means the garbage rooms in the basement for the storage of garbage bins and bulky waste prior to collection of waste from the Building.
- Government Authority** means any government, semi-government, local government, administrative, fiscal or judicial department, commission, authority tribunal, agency or other entity.
- Intercom System** means the inter-communication system between a Lot and entry points to the Building, and includes, without limitation:
- (a) speakers, microphones, screens, cameras and keypad units at entry and other points;
 - (b) software and computer hardware; and
 - (c) cables, conduits, pipes, wires and ducts that are located in a lot or Common Property that exclusively service a Lot.
- Intercom Unit** means the unit or units within or at a Lot that includes some or all of a speaker, microphone, screen, camera and keypad that is connected to the Intercom System.
- Land** means lot 1 in the Stratum Plan.
- Lot** means a Lot in the Strata Plan.
- Minor Renovations** has the meaning given in section 110 of the Management Act and includes works or alterations to the Common Property in connection with a Lot, such as changing light fittings, changing floor finishes, replacing or installing wiring and cabling and reconfiguring walls.
- Occupier** means any lessee, sub lessee, licensee, sub licensee, Occupier or mortgagee in possession of a Lot in the Strata Plan.

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- Owner** means the Owner for the time being of any Lot in the Strata Plan.
- Owners Corporation** means the Owners corporation constituted upon registration of the Strata Plan.
- Residential Air Conditioning System** includes, without limitation:
- (a) air handling units and equipment;
 - (b) cables, conduits, pipes, wires and ducts which are located in a lot or Common Property that exclusively service the Air Conditioning System in an Apartment; and
 - (c) air conditioning condenser units.
- Security Deposit** means an amount equivalent to 20% of the Build Cost.
- Shared Facilities** has the same meaning given in the Strata Management Statement.
- Strata Management Statement** means the Strata Management Statement for the Building.
- Strata Committee** means the executive committee appointed by the Owners Corporation in accordance with the Strata Management Statement.
- Strata Manager** means the manager of the Strata Scheme appointed by the Owners Corporation from time to time.
- Strata Plan** means strata plan

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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Strata Scheme means the strata scheme established on registration of the Strata Plan.

Stratum Plan means the deposited plan creating the Land.

1.2 Interpretation

In these By-laws, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the By-laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Government Authority;
- (e) a reference to a person includes reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- (f) a reference to any thing includes a part of that thing; and
- (g) a reference to any statute, regulation, proclamation, ordinance or clause includes all statutes, regulations, proclamations, ordinances or clauses varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and clauses issued under that statute.

2. Common Property Rights By-laws

2.1 Purpose of the Common Property Rights By-laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Common Property Rights By-laws make Owners responsible for the Common Property which they exclusively use or have the benefit of.

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2.2 How to change a Common Property Rights By-law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel a Common Property Rights By-law with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-law; and
- (b) amend or cancel this by-law only with the written consent of each Owner who benefits from a Common Property Rights By-law.

2.3 Occupiers may exercise rights

An Owner may allow another Owner or an Occupier to exercise their rights under a Common Property Rights By-law. However, an Owner must remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with their obligations under the Common Property Rights By-law.

2.4 Regular accounts for costs

If an Owner is required under a Common Property Rights By-law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give the Owner regular accounts of the amounts the Owner owes. The Owners Corporation may:

- (a) include those amounts in notices for the administrative fund or capital works fund contributions; and
- (b) require the Owner to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

2.5 Repairing damage

An Owner must repair damage an Owner or Occupier causes (or someone acting on an Owner or Occupier's behalf causes) to Common Property or the property of another Owner or Occupier when exercising their rights or complying with the obligations under a Common Property Rights By-law.

3. Noise

An Owner or Occupier must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

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4. Vehicles

- 4.1 An Owner or Occupier must not park or stand any motor or other vehicle on Common Property except with the written approval of the Owners Corporation.
- 4.2 An Owner and Occupier must provide to the Owners Corporation registration plate details of all vehicles parked in the Building on request by the Owners Corporation.
- 4.3 The Owners Corporation may collect information relating to and keep a register of the registration plate details of vehicles parked in the Building.

5. Obstruction of Common Property

- 5.1 An Owner or Occupier must not obstruct lawful use of Common Property by any person.
- 5.2 An Owner or Occupier must not install any Services or any other items on the roof top of the Building that would:
 - (a) exceed the height limit of the Building in accordance with the development consent for the Building; or
 - (b) obstruct skylight views from the level 4 storey windows below.

6. Damage to lawns and plants on Common Property

An Owner or Occupier must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property, or
- (b) use for his or her own purposes as a garden any portion of the Common Property.

7. Damage to Common Property

- 7.1 An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing of the Owners Corporation. This by-law does not apply to

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the internal Common Property surfaces bounding a Lot or to any Building Works permitted under the By-laws.

- 7.2 An approval given by the Owners Corporation under By-law 7.1 cannot authorise any additions to the Common Property.
- 7.3 This By-law does not prevent an Owner or person authorised by an Owner from installing:
- (a) any locking or other safety device for protection of the Owner's Lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the Lot, or
 - (c) any structure or device to prevent harm to children.
- 7.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.
- 7.5 Despite s106 of the Act, the Owner must maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-law 7.3 that forms part of the Common Property and that services the Lot.

8. Behaviour of Owners and Occupiers

An Owner or Occupier when on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.

9. Children playing on Common Property

- 9.1 Any child for whom an Owner or Occupier is responsible may, while under the supervision of an adult, play on any area of the Common Property that is designated by the Owners Corporation as an area in which children may play.
- 9.2 An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a

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laundry, car parking area, lift, Recreation Facilities, Shared Facilities or other area of possible danger or hazard to children.

10. Behaviour of invitees

An Owner or Occupier must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

11. Depositing rubbish and other material on Common Property

An Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

12. Smoke penetration

- 12.1 An Owner or Occupier must ensure that smoke caused by the smoking of tobacco or any other substance (including e smokes) by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.
- 12.2 An Owner or Occupier, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the Common Property.

13. Cleaning windows and doors

- 13.1 Except in accordance with by-law 13.2, an Owner or Occupier of an Apartment must keep clean all interior and exterior surfaces of glass in windows and all doors on the boundary of the Apartment, including so much as is Common Property.
- 13.2 The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the Owner or Occupier of an Apartment safely or at all.

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14. Storage of inflammable liquids and other substances and materials

An Owner or Occupier must not, except with the approval in writing of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.

15. Moving furniture and other objects on or through Common Property

An Owner or Occupier must not transport any furniture or large object through or on Common Property within the Building unless sufficient notice has first been given to the Strata Committee so as to enable the Strata Committee to arrange for its nominee to be present at the time when the Owner or Occupier does so.

16. Floor coverings

- 16.1 An Owner must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.
- 16.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom or to floors within the Lots.

17. Keeping of animals

- 17.1 An Owner or Occupier of an Apartment may keep in their Lot with the written approval of the Owners Corporation:
- (a) fish in an enclosed aquarium;
 - (b) 1 small cage bird;
 - (c) one dog up to a weight of 20kgs and provided the dog is desexed and one cat up to a weight of 10kgs and provided the cat is desexed.
- 17.2 The Owners Corporation must not unreasonably withheld its approval of the keeping of animals on a Lot in accordance with By-law 17.1.

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- 17.3 If an Owner or Occupier keeps animals on the Lot, the Owner or Occupier must:
- (a) keep the animals within the Lot;
 - (b) not permit any animals to roam on Common Property;
 - (c) ensure that the animals are kept quiet and do not cause any interference or disturbance to other Owners or Occupiers in the Building;
 - (d) supervise the animals when they are on the Common Property;
 - (e) carry the animals when on internal areas of the Common Property including the lifts. If the animal is too large to carry, the animals must be on a leash within Common Property;
 - (f) ensure all waste must be picked up and properly disposed of;
 - (g) ensure the animals are kept free of fleas;
 - (h) remove any animal that becomes aggressive or creates a nuisance by barking;
 - (i) minimise any interference (including noise) to an Owner or Occupier; and
 - (j) take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled by the animals.
- 17.4 An Owner or Occupier who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.
- 17.5 If an Owner or Occupier does not comply with this by-law, the Owners Corporation may request the immediate removal of the animal(s) and if the animals has caused any damage or destruction to any part of the Building, rectify such damage or destruction at the Cost of the Owner.

18. Appearance of Lot

18.1 Appearance of Lot

The Owner or Occupier of an Apartment must not, without the written consent of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building.

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18.2 Architectural Code

Under the Architectural Code:

- (a) the Owner or Occupier of an Apartment may install internal curtains, blinds, louvers, shutters or other window and door treatments on or in their Lot provided they have an appearance from outside the Lot which is charcoal; and
- (b) the Owner or Occupier of an Apartment must have consent from the Building Management Committee to place, install or retain curtains, blinds, louvers, shutters and window and door treatments other than those specified in By-law 18.3.

18.3 Sun shades

The Owner or Occupier of an Apartment must have consent from the Owners Corporation to install a sun shade, sun blind, awning or other sun shading device in their Lot or on Common Property.

18.4 Security devices, screens and doors

The Owner or Occupier of an Apartment must obtain all necessary consents from the Owners Corporation before the security device, screen or door is installed.

18.5 Planters

- (a) If planters have been constructed on your Lot on registration of the Strata Plan, then this clause 18.5 applies.
- (b) The planters include an underground irrigation system. An Owner and Occupier is not permitted to remove the planters or any part of the irrigation system without the consent of the Owners Corporation. An Owner and Occupier is not permitted to alter, modify, remove or add any plants in the planters.
- (c) The Owners Corporation is responsible for the repair and maintenance of the underground irrigation system. An Owner and Occupier must grant to the Owners Corporation a right to access the Lot to repair and maintenance the underground irrigation system.
- (d) The Owner and Occupier is responsible to maintain the planters located on the Lot.
- (e) An Owner and Occupier must permit the Owners Corporation access to the Lot so that the Owners Corporation may comply with by-law 18.5(d).

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18.6 Hanging of washing and other items

An Owner and Occupier of an Apartment must not hang any washing, bedding, towels, swimwear, wetsuits or other articles of a similar nature on any part of the Building including from the balcony of a Lot.

18.7 Advertising, selling and leasing activities

An Owner and Occupier of an Apartment must not erect or display any advertising signs, materials or other items which are visible from the Lot or the Common Property unless other Owner and Occupier has the prior written consent of the Owners Corporation (such consent may be withheld at the Owner's Corporation sole discretion).

19. Notice-board

An Owners Corporation must cause a notice-board to be affixed to some part of the Common Property.

20. Change in use of Lot to be notified

An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme or Building (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes).

21. Garbage Chute

21.1 Rights of Owners and Occupiers

- (a) The Building includes a garbage chute for an Owner or Occupier to dispose of garbage and waste (other than recycle material).
- (b) The Owners of the Strata Scheme have the special privilege of using the garbage chutes in accordance with the terms of this by-law.
- (c) An Owner of a Lot may allow any Occupier of a Lot to exercise special privilege rights of the Owner under this by-law. The Owner remains liable under these by-laws for all obligations under this by-law.

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21.2 Obligations of Owners and Occupiers

An Owner and Occupier must:

- (a) ensure that garbage is drained and securely wrapped before placed in a garbage chute, garbage container or the Garbage Room;
- (b) ensure that recyclable materials are placed in a container designed for that purpose in the Garbage Room and are separated and prepared in accordance with the applicable recycling guidelines;
- (c) ensure that bottles are drained and cleaned and not broken before placing them in the Garbage Room;
- (d) comply with the rules made by the Owners Corporation in relation to the garbage chute, the Garbage Room and the disposal of garbage;
- (e) place recyclable material in the containers in a recycling area in the Garbage Room;
- (f) not put bottles, glass or liquids in a garbage chute;
- (g) not put large items in a garbage chute that might cause a blockage including cardboard boxes or packing material; and
- (h) not place garbage or recyclable materials in the receptacle of another Owner or Occupier.

21.3 Obligations of Owners Corporation

The Owners Corporation:

- (a) must maintain and keep the garbage chutes and the Garbage Room in a state of good and serviceable repair;
- (b) must arrange for recycle materials from the recycling area or areas to be placed in the Garbage Room for collection by Council;
- (c) may make rules in relation to the garbage chute, Garbage Room and the disposal of garbage in the Building;
- (d) may make agreements with third parties in relation to the Owners Corporation's obligations under this by-law;

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- (e) must remove garbage and recyclable materials from the Garbage Room (which includes moving the general waste and recycling waste from the Garbage Room to the collection point(s) nominated by Council, cleaning the containers and returning the containers to the Garbage Room) and must enter into an agreement with a Service Contractor for that purpose.

21.4 Costs by Owner

If an Owner or Occupier does not comply with its obligations under this by-law 16, the Owners Corporation may do so at the Owner's Cost.

22. Exclusive use of Residential Air Conditioning Units

22.1 Common Property Rights By-law

This is a Common Property Rights By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of each Owner who has special privileges under this by-law.

22.2 Air Conditioning for Exclusive Lot

There is a separate Residential Air Conditioning System for each Exclusive Lot. Air Conditioning Systems must be maintained, repaired and replaced by the Owner.

22.3 Exclusive use rights

Each Owner of an Exclusive Lot has exclusive use of the parts of the Residential Air Conditioning System that that exclusively service their Lot.

22.4 What are an Owner's obligations?

An Owner, at that Owner's cost operate, maintain, repair and, where necessary, replace the Residential Air Conditioning System which exclusively services their Lot:

- (a) in a proper and safe manner at all times; and
- (b) according to the requirements of Authorities about air conditioning services; and
- (c) using contractors approved by the Owners Corporation to maintain, repair and replace the parts of the Residential Air Conditioning System that exclusively services their Lot.

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22.5 Paying for Air Conditioning Systems

An Owner must pay the costs of the Owners Corporation incurred in connection with the operation, maintenance, repair or replacement of the Residential Air Conditioning System. If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of an Owner's Air Conditioning System, that Owner must pay those costs. The Owners Corporation may:

- (a) require the Owner to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- (b) include the costs in your administrative fund or capital works fund contributions.

22.6 Access by Owners Corporation

An Owner must give to the Owners Corporation access to maintain, repair and replace the Residential Air Conditioning if required by the Owners Corporation.

23. Exclusive use of Intercom Units

23.1 Common Property Rights By-law

This is a Common Property Rights By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of each Owner who has special privileges under this by-law.

23.2 Intercom for Lot

- (a) If there is a separate Intercom Unit in each Lot, then this bylaw applies.
- (b) Intercom Units are connected to the Intercom System for the Building. The Intercom System comprises Common Property and must be maintained, repaired and replaced by the Owners Corporation.

23.3 Exclusive use rights

- (a) The Owners of the Lots have exclusive use of the Intercom Systems.
- (b) To the extent that Intercom Units comprise Common Property, each Owner has exclusive use of the Intercom Unit in their Lot.

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23.4 Obligations of the Owners

An Owner is responsible for the cost of operating, maintaining, repairing and, where necessary, replacing the Intercom Unit in that Owner's Lot. When doing so an Owner must use contractors approved by the Owners Corporation. The Owners Corporation is entitled to do these things on that Owner's behalf.

23.5 Obligations of the Owners Corporation

The Owners Corporation must clean, maintain, repair and, where necessary, replace the Intercom System.

23.6 Paying for the Intercom System and Intercom Units

- (a) An Owner must pay the costs of the Owners Corporation in relation to the Intercom System in shares proportional to the unit entitlement of an Owner's Lot in relation to the total of the unit entitlements of all Lots. The Owners Corporation may include these costs in the administrative fund or capital works fund contributions.
- (b) If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of an Owner's Intercom Unit, an Owner must pay those costs on demand. The Owners Corporation may include those costs in the administrative fund or capital works fund contributions.

24. Strata Management Statement

24.1 Purpose

The Strata Management Statement regulates the management and operational issues affecting the Strata Scheme and the various components of the Building. It contains requirements (in addition to these By-laws) with which an Owner or Occupier of a Lot and the Owners Corporation must comply including:

- (a) requirements for use and operation of Shared Facilities; and
- (b) the apportionment of costs for Shared Facilities; and
- (c) architectural standards and controls, which are generally contained in the Architectural Code in the Strata Management Statement; and
- (d) insurance requirements for you and the Owners Corporation.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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24.2 Who must comply with the Strata Management Statement?

All Owners or Occupiers of a Lot and the Owners Corporation must comply with the Strata Management Statement.

24.3 Copies of the Strata Management Statement

Contact the Strata Manager if you would like a copy of the Strata Management Statement (at your cost).

24.4 Building Management Committee

The Building Management Committee is established under the Strata Management Statement to administer issues affecting the Strata Scheme and the various components of the Building. The Owners Corporation is a member of the Building Management Committee. It must, by special resolution according to the Development Act, appoint a Representative to represent and vote for it at meetings of the Building Management Committee.

24.5 Appointing a Representative and Substitute Representative

The Strata Committee may:

- (a) appoint a Representative and Substitute Representative for the Owners Corporation for one or more of the members of the Executive Committee; and
- (b) terminate the appointment of a Representative and Substitute Representative at any time.

24.6 Consents under the Strata Management Statement

Nothing in the By-Laws gives an Owner or Occupier of a Lot or the Owners Corporation consent to do anything which prohibited or regulated by the Strata Management Statement. A consent under the By-laws does not relieve an Owner or Occupier of a Lot or the Owners Corporation from obligations to obtain consents under the Strata Management Statement.

24.7 Inconsistencies between the By-laws and the Strata Management Statement

If there is an inconsistency between a By-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent By-law to make it consistent with the Strata Management Statement.

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25. Architectural Code

25.1 Architectural Code

The Owner or Occupier of the Lot must comply with the Architectural Code and obtain all necessary consents under the Architectural Code before they carry out any works in the Lot. The Owner or Occupiers' obligations under the Architectural Code apply in addition to their obligations under these by-laws.

26. Owner's repair and maintenance obligations

26.1 Owner's obligations

Despite any other bylaw, an Owner must at the Owner's cost maintain, repair and replace the following if such items exclusively service the Owner's Lot (regardless whether they were originally installed before or after registration of the Strata Plan):

- (a) awnings and pergolas;
- (b) plants and grassed areas;
- (c) lights, switches, light fittings and wiring within the balcony or courtyard of the Lot;
- (d) air conditioning units whether on Common Property or within the Lot;
- (e) all electrical fittings and appliances;
- (f) all lights and light fittings including switches in the Common Property or Lot;
- (g) electrical main and sub-main;
- (h) garage door and motors whether on Common property or Lot;
- (i) telephone, television, cable television and Internet wall plates and cabling;
- (j) ceiling fans
- (k) hot water heaters and all associated equipment whether on Common property or the Lot;
- (l) general appliances: dishwasher, microwave oven, clothes dryers etc;

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- (m) balcony doors, windows, mail boxes, storage cage and garage area;
- (n) all flyscreens and security screens/doors fitted to the windows, internal doors and balcony doors of the Lot;
- (o) automatic door closers; and
- (p) any locking device or door furniture installed on the front and back doors, balcony doors, garage doors or windows, storage cages of the Lot.

27. Rights to enter the Lot

27.1 Rights of the Owners Corporation to enter the Lot

In addition to its rights under this by-law the Owners Corporation has the right to enter the Lot to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Act.

28. Carrying out Building Works

28.1 When do you need consent?

- (a) Subject to this by-law 28, the Owner or Occupier of the Lot must have consent from the Owners Corporation to carry out Building Works.
- (b) The Strata Committee has the power to give consent to an Owner or Occupier for Cosmetic Works or Minor Renovations provides that they do not impact or otherwise modify, add to, delete or alter the Common Property or any other Owner's Lot.

28.2 Procedures before you carry out Building Works

Before carrying out Building Works, the Owner or Occupier of the Lot must:

- (a) obtain necessary consents from the Owners Corporation and any relevant Government Authority;
- (b) find out where service lines and pipes are located;

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- (c) obtain consent from the Owners Corporation if the Owner or Occupier of a Lot proposes to interfere with or interrupt services;
- (d) comply with the Architectural Code to the extent applicable to the Lot;
- (e) comply with by-law 28.5(a); and
- (f) if the Owner or Occupier of a Lot does not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what the Owner or Occupier of a Lot proposes to do. The Owner or Occupier of the Lot must give the notice at least 14 days before the Building Works are started.

28.3 Procedures when you carry out Building Works

If an Owner or Occupier of a Lot carries out Building Works, the Owner or Occupier of the Lot must:

- (a) use qualified, reputable and, where appropriate, licensed contractors acceptable to the Owners Corporation (acting reasonably);
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage the Owner or Occupier of the Lot (or persons carrying out the Building Works on their behalf) caused to Common Property or the property of another Owner or Occupier.

28.4 Making arrangements with the Owners Corporation

Before the Owner or Occupier of the Lot carries out Building Works (including Building Works for which the consent of the Owners Corporation is not required), the Owner or Occupier must:

- (a) arrange with the Owners Corporation a suitable time and means by which to access the Strata Scheme for purposes associated with those Building Works;
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which the Owner or Occupier of a Lot must access the Strata Scheme; and
- (c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Strata Scheme.

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28.5 Security deposit

- (a) The Owner must give to the Owners Corporation the Security Deposit before the Owner commences the Building Works.
- (b) The Owners Corporation may, without notice to the Owner, recover from the Security Deposit any Cost incurred or loss suffered by the Owners Corporation if the Owner breaches this bylaw.
- (c) The Owner may either replace the Security Deposit or the proportion of the Security Deposit recovered by the Owners Corporation in accordance with by-law 28.5(b) within 5 Business Days of receiving notice from the Owners Corporation to do so.
- (d) The Owner acknowledges that the Owners Corporation is not required to invest the Security Deposit and no interest will be earned on the Security Deposit.
- (e) Subject to there being no breach of the bylaw by the Owner, the Owners Corporation must release the Security Deposit within fifteen (15) Business Days from the date the Owners Corporation inspects the Building Works and the Owners Corporation determines (acting reasonably) that the Owner has satisfied these bylaws.

28.6 Owners Corporation execution of documents

Once the Owners Corporation has passed the necessary resolutions for the Building Works, the Strata Manager must execute all documents (including development applications) to give effect to the Building Works within seven (7) days of submission of such documents by an Owner on behalf of the Owners Corporation.

28.7 Exclusions

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

- (a) required to be carried out in accordance with an order by a Government Agency or proper authority (including Court orders); or
- (b) Building Works which were approved by the relevant Government Agencies pursuant to a development approval granted before the date of registration of these bylaws or any modification of the development approval.

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29. Common Property

29.1 Easements

Where some items of Common Property are burdened by easements, the Owner or Occupier of the Lot and the Owners Corporation:

- (a) must comply with their obligations under those easements; and
- (b) must not do anything to prevent the benefited parties under those easements from exercising their rights to use Common Property under those easements.

29.2 What are your obligations?

Subject to the By-laws, the Owner or Occupier of the Lot must:

- (a) use Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if the Owner or Occupier of a Lot knows about damage or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by an Owner or Occupier of a Lot, their visitors or persons doing work or carrying out Building Works on the Strata Scheme on their behalf.

29.3 When will you need consent from the Owners Corporation?

Subject to the By-laws the Owner or Occupier of a Lot must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property other than pursuant to a right to do so under these by-laws;
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation and Common Property equipment.

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30. Security at the Strata Scheme

30.1 Obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to stop intruders coming into the Strata Scheme and prevent fire and other hazards.

30.2 Installation of security equipment

The Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Strata Scheme.

30.3 Restricting access to common property

Subject to this by-law 30, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by Security Key access to levels in the Strata Scheme where an Owner or Occupier of a Lot does not own or occupy a Lot or have access to according to an exclusive use By-law;
- (c) charge you a fee or bond if an Owner or Occupier of a Lot requests additional or replacement Security Keys; and
- (d) allow security personnel employed or contracted by the Owners Corporation to use part of Common Property to operate or monitor security of the Strata Scheme and the Building.

30.4 Providing Owners and Occupiers with Security Keys

If the Owners Corporation exercises its rights under by-law 30.3, it may provide the Owner or Occupier of a Lot with a Security Key for the relevant part of Common Property.

30.5 Managing the Security Key system for common property

The Owners Corporation has the power to:

- (a) re-code Security Keys it issues for Common Property; and

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- (b) require an Owner or Occupier of a Lot to promptly return Security Keys it issues to them to the Owners Corporation to be re-coded.

30.6 What are your obligations?

- (a) The Owner or Occupier of a Lot must comply with their obligations in the Strata Management Statement about Security Keys for Shared Facilities.
- (b) In regard to Security Keys issued by the Owners Corporation according to this by-law 30 the Owner or Occupier of a Lot must:
 - (i) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys;
 - (ii) take all reasonable steps not to lose Security Keys;
 - (iii) immediately notify the Owners Corporation if you lose a Security Key; and
 - (iv) return Security Keys to the Owners Corporation if the Owner or Occupier of a Lot does not need them or if they are no longer an Owner or Occupier.

30.7 Closing doors

The Owner or Occupier of a Lot must take reasonable care to make sure that fire and security doors in the building are locked or closed when they are not being used.

30.8 Procedures if you lease your Lot

If an Owner or Occupier of a Lot leases or licenses their Lot, they must include a requirement in the lease or licence that the Occupier returns Security Keys issued by the Owners Corporation to the Owners Corporation when they no longer occupy that Lot.

30.9 Some prohibitions

An Owner or Occupier of a Lot must not:

- (a) copy a Security Key or give a Security Key to someone who is not an Owner or Occupier;
- (b) interfere with security cameras or surveillance equipment; or

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(c) do anything that might prejudice the security or safety of the Strata Scheme.

31. Rules

31.1 Powers of the Owners Corporation

The Owners Corporation has the power to make rules about the security, control, management, operation, use and enjoyment of the Strata Scheme and, in particular, the use of the Common Property.

31.2 Changing rules

The Owners Corporation may add to or change the rules at any time.

31.3 What are your obligations?

All Owners or Occupiers of a Lot must comply with the rules.

31.4 What if a rule is inconsistent with the By-laws?

If a rule is inconsistent with the by-laws or the requirements of a Government Authority, the by-laws or requirements of the Government Authority prevail to the extent of the inconsistency.

32. Failure to comply with By-laws

32.1 What can the Owners Corporation do?

The Owners Corporation may do anything on the Lot which the Owner or Occupier should have done under the Act or the by-laws but which the Owner or Occupier of the Lot have not done or, in the opinion of the Owners Corporation, have not done properly.

32.2 Procedures

The Owners Corporation must give an Owner or Occupier of a Lot a written notice specifying when it will enter the Lot to do the work. The Owner or Occupier of the Lot must:

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- (a) give the Owners Corporation (or persons authorised by it) access to the Lot according to the notice and at their cost; and
- (b) pay the Owners Corporation for its cost for doing the work.

32.3 Recovering money

The Owners Corporation may recover any money an Owner or Occupier of a Lot owes it under the by-law as a debt.

33. Electrical charge points

33.1 Electrical charge points

The Common Property includes an Electrical Car Charger.

33.2 Rules

- (a) The Electrical Car Charger may only be used between the hours of 8.00pm to 8.00am only.
- (b) All Owners and Occupier must:
 - (i) pay for the use of the Electrical Car Charger as determined by the Owners Corporation from time to time;
 - (ii) comply with all relevant Laws and with any rules made by the Owners Corporation in respect of the Electrical Car Charger from time to time; and
 - (iii) leave the Electrical Car Charger and any area surrounding the Electrical Car Charger in a clean and tidy condition and remove all rubbish after use.
- (c) No vehicles may be parked in the area of the Electrical Car Charger other than for the purpose of the charging of electric vehicles.
- (d) The Owners Corporation may make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Electrical Car Charger.

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34. Notices by email

Any notices may be issued to that Owner or Occupier by the Owners Corporation in accordance with the provisions of the *Electronic Transactions Act 2000*.

Signing page

Executed by Schofields One Pty Limited
ACN 606 182 236 as trustee for the
Schofields One Unit Trust ABN 59 280
103 927 in accordance with section 127 of
the *Corporations Act 2001* (Cth) by:



Signature of sole Director and sole
Company Secretary

XIAOHUI KOU
Full name (print)



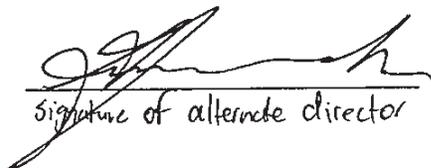
Signature of Witness

CHAO LI
Full name of Witness (print)

131/95 BONAR ST WOLLI CREEK
Address of Witness

Execution of mortgagee

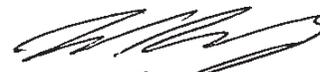
Executed by Maxcap Security Pty Limited
ACN 608 102 263 in accordance with
section 127 of the *Corporations Act 2001* (Cth) by:



Signature of alternate director

Anthony Woods

Full name



Signature of director

Wayne Lashy

Full name

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Strata Management Statement for Kew Schofields

Kew Schofields and the Strata Management Statement

1. Introduction

1.1 Application of Act

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

1.2 Management of the building

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

1.3 What are the different components in Kew Schofields?

As at the date of registration of this management statement, Kew Schofields two distinct components. They are:

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

This is the approved form referred to in section 100 Strata Schemes Development Act 2015.

Strata Management Statement:439952573_1

Doc ID 710743783/v1

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Lot 2 Residential	Construction of lot 2 to create a strata scheme comprising of approximately 119 lots and associated car parking and where applicable, storage).	Lot 2 Residential Owner and on subdivision, Residential Owners Corporation 2
-------------------	---	--

1.4 Effect of this management statement

This management statement has effect as an agreement under seal.

1.5 How to amend this management statement

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

1.6 Compliance

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

1.7 Obligations for Occupiers

An Owner, must include in any lease or other agreement for the use and occupation of the Owner's Lot provisions requiring the Occupiers of the Lot to refrain from breaching this management statement.

1.8 Obligations for others

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

1.9 Obligations for visitors

A Party must

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

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1.10 By-laws for Strata Schemes

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

1.11 Architectural Code

An Owner and Occupier of a Lot must comply with the Architectural Code.

2. Management structure for Kew Schofields

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

2.1 Management structure

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

2.2 Who assists the Committee perform its functions?

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

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

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Part 1 Rights and obligations of the Committee

3. The Committee

3.1 Establishing the Committee

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

3.2 Members of the Committee

As at the date of registration of this management statement, the Members of the Committee are:

- (a) Residential Owners Corporation 1; and
- (b) Lot 2 Owner or where the lot has not been subdivided, Residential Owners Corporation 2.

3.3 New Members

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

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

4. Functions and powers of the Committee

4.1 Functions and powers

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

- (a) comply with its obligations and perform its functions according to the Management Act, the Development Act, this management statement and the Easements;

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- (b) make decisions about the matters in this management statement;
- (c) convene and hold Meetings and Emergency Meetings;
- (d) determine Administrative Fund contributions and the Capital Fund contributions to meet the costs for performing the functions and complying, with the obligations of the Committee;
- (e) operate, maintain, renew and replace Shared Facilities;
- (f) deal with and make decisions about Shared Facilities;
- (g) appoint and contract with Service Contractors to provide operational, maintenance, renewal and replacement services to Shared Facilities;
- (h) effect insurances according to the Management Act and this management statement;
- (i) monitor the performance by the Parties of their obligations under the Management Act, the Development Act and this management statement;
- (j) monitor the performance of the Strata Manager;
- (k) monitor the performance of the Facilities Manager;
- (l) monitor the performance of Service Contractors;
- (m) accept, process and make decisions about applications according to Part 7; and
- (n) perform ancillary functions necessary to carry out the functions and perform the obligations of the Committee.

4.2 How to make decisions

- (a) The Committee may make decisions only according to this management statement and at a properly convened Meeting or Emergency Meeting of the Committee and the passing of Resolutions.
- (b) Where there are only two Members, any decisions must be made by Unanimous Resolution.

4.3 Power to contract and make appointments

- (a) Subject to this clause 4, the Committee has the power to:

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

(b) The Members must do all things necessary to give effect to clause 4.3(a).

4.4 Agents

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

4.5 Making Rules

The Committee may make Rules to assist in the proper management, operation, maintenance and control of Kew Schofields. However, when the Committee makes Rules it must take into account the mixed use nature of Kew Schofields and the various components in Kew Schofields.

4.6 Consistency of Rules

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

4.7 Effect of Rules

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

5. Officers of the Committee

5.1 What Officers must the Committee appoint?

The Committee must appoint the Officers.

5.2 Eligibility for election

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

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5.3 Appointment to more than one position

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

5.4 Procedure for appointing Officers

The Committee must appoint four (4) Officers within three (3) months after the date of the First Annual General Meeting.

5.5 Replacement Officers

The Committee:

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

5.6 Vacating the position of an Officer

An Officer vacates their position as an Officer if:

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

6. Functions of Officers

6.1 Exercising functions

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

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6.2 The Secretary

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

- (a) convene Meetings and Emergency Meetings;
- (b) prepare and distribute notices, agendas and minutes for Meetings and Emergency Meetings;
- (c) serve notices for the Committee;
- (d) answer communications sent to the Committee;
- (e) perform administrative and secretarial functions for the Committee;
- (f) keep records (other than records which the Treasurer must keep) for the Committee according to this management statement and the Management Act; and
- (g) make the books and records of the Committee available for inspection according to clause 10.

6.3 The Treasurer

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

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

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6.4 The Chairperson

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

7. Appointing a Strata Manager

7.1 Purpose of the agreement

- (a) The Committee has the power to appoint and enter into agreements with a Strata Manager to assist the Committee perform its functions and, in particular, perform secretarial and financial functions.
- (b) Subject to the Committee being satisfied in accordance with clause 7.2, the Committee must appoint the strata manager appointed by the Residential Owners Corporation.

7.2 Qualifications of the Strata Manager

The Strata Manager must have the licences required by law to be a strata managing agent and must demonstrate to the Committee that the Strata Manager has extensive experience in the management of a mixed use building.

7.3 Delegation of functions

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

7.4 What functions may not be delegated?

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

- (a) the function to delegate functions of the Committee or the Officers;
- (b) the function to determine Administrative Fund and Capital Fund contributions; or
- (c) functions which the Committee decides may be performed only by the Committee.

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7.5 Form of agreement

An agreement between the Committee and the Strata Manager must:

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

7.6 Term of the appointment

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

7.7 Remuneration

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

7.8 Duties

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

8. Appointing a Facilities Manager

8.1 Purpose of the agreement

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

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- (b) Subject to the Committee being satisfied in accordance with clause 8.1(c), the Committee must appoint the building manager as the Facilities Manager appointed by the Residential Owners Corporation as the Facilities Manger under this management statement

8.2 Services to Committee and Members

The Facilities Manager may provide:

- (a) services to the Committee which Members must pay for according to the Shared Facilities list to be determined in accordance with clause 40.1;
- (b) manage the waste collection and bulk items in accordance with the waste management plan;
- (c) supervise the waste collection points which will be kept clear and unobstructed prior to and during the collection times; and
- (d) services for individual Members (at the request of the Member) which must be paid for or reimbursed to the Facilities Manager by those Members.

8.3 Form of agreement

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

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

8.4 Term of the appointment

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

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8.5 Remuneration

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

8.6 Duties

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

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

8.7 Member Services

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

9. Insurance requirements

9.1 Statutory insurance

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

9.2 Required insurances

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

- (a) effect machinery breakdown insurance for Shared Facilities plant and equipment which is not covered under warranty;
- (b) effect public liability insurance for Shared Facilities for a cover of not less than the amount prescribed by section 162 of the Management Act for a public liability policy effected by an Owners Corporation;
- (c) effect workers compensation insurance if required by law; and

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(d) effect enough insurance cover to pay for increased costs during the period of insurance.

9.3 Optional insurances

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

9.4 Valuations

The Committee must have Kew Schofields (and separately each component listed in clause 1.3) valued for insurance purposes at least every three years. The valuation must be done by a qualified valuer or quantity surveyor who has a minimum of five years experience and experience in valuing for insurance purposes buildings like Kew Schofields.

9.5 When to carry out the first valuation

Unless carried out by the Developer prior to registration of the management statement, the Committee must have the first valuation carried by no later than one month prior to the first renewal of the insurance for Kew Schofields.

9.6 Amount of building insurance

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

9.7 Proceeds of building insurance claims:

The Committee must:

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

9.8 Regular review of insurances

Each year the Committee must:

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

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

9.9 Insuring for new risks

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

9.10 Insurance records:

The Committee must:

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

9.11 Members responsible for excess on insurance

If the Committee is required to pay an excess under any insurance policy as a result of the act, omission, negligence or default of a Party, then that Party must pay to the Committee the Cost of the excess under the Committee's insurance policy within five (5) Business Days of a request from the Committee.

9.12 Public liability insurance

A Member must effect public liability insurance with the same insurer appointed by the Committee for its public liability policy (unless the Committee agrees otherwise).

9.13 Machinery breakdown and contents

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

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

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9.14 Actions that may increase premiums

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

9.15 Paying for additional premiums

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

9.16 Proceeds of building insurance claims

A Member must:

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

10. Keeping books and records of the Committee

10.1 Obligations of the Committee

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

10.2 Which books and records must the Committee keep?

Books and records which the Committee must keep include:

- (a) an up-to-date copy of this management statement;
- (b) its agreements with the Strata Manager, Facilities Manager and Service Contractors;
- (c) an up-to-date roll containing names, addresses and other contact details for each Member and their Representatives and Substitute Representatives;
- (d) Appointment Forms and Membership Forms;

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- (e) notices and minutes of Meetings and Emergency Meetings;
- (f) Proxy Forms and voting papers for Meetings and Emergency Meetings;
- (g) financial statements;
- (h) copies of Outstanding Levy Certificates;
- (i) audit reports;
- (j) Budgets;
- (k) notices served on the Committee;
- (l) correspondence sent to and by the Committee;
- (m) insurance records including duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances;
- (n) drawings and plans submitted and approved by the Committee under Part 8; and
- (o) all other records relating to the administration and operation by the Committee of Kew Schofields.

10.3 How long are books and records kept?

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

10.4 Who is entitled to inspect the books and records?

A Member, an Owner or any person authorized may inspect the books and records of the Committee (or a person authorised in writing by them).

10.5 What is the procedure?

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

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

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10.6 Time for the inspection

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

10.7 Taking copies of records

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

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

11.1 General requirement

When the Committee exercises its rights to access parts of Kew Schofields, it must not interfere unreasonably with the lawful use of a Party's Lot or the Common Property.

11.2 What are the powers of the Committee?

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

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

11.3 Access requirements

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

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

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

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11.4 Notice requirements

The Committee must give a Party reasonable notice before it requires access to a Party's Lot or the Common Property in Kew Schofields. However, in an emergency the Committee is not required to give a Party notice if it is not practicable to do so.

11.5 Paying costs

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

11.6 Rectifying damage

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

11.7 Interpreting this clause

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

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

12.1 What power does the Committee have?

In an emergency, the Committee may do anything in Kew Schofields which a Party should have done under this management statement but which, in the opinion of the Committee acting reasonably, a Member or Owner has not done or has not done properly. If practicable, the Committee must give a Member or Owner (as the case may be) notice before it exercises its rights under this clause.

12.2 Entering parts of Kew Schofields

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

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12.3 Costs

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

12.4 No Interference

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

12.5 Liability for Damages

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

12.6 Interpreting this clause

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

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

13.1 Acting as agent

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

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

13.2 Appointment as agent and attorney

Each Member appoints the Committee as its agent and attorney to enable the Committee or a person appointed by the Committee to take any action authorised by an Unanimous Resolution.

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13.3 Legal proceedings by a Member

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

14. Consents by the Committee

14.1 How may consent be given?

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

14.2 Conditional consent

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

14.3 Revoking consent

The Committee may revoke its consent if a Party to whom the consent was given does not comply with any conditions made by the Committee when the Committee granted the consent.

14.4 Application of Part 7

This clause 14 is subject to any specific provisions regarding the consent of the Committee to an application for Works or further subdivisions as set out in Part 7.

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Part 2 Rights and obligations of Members, Owners and Occupiers

15. What are the rights and obligations of Members?

15.1 General obligations

A Member must:

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

15.2 Voting rights

A Member has the right to vote at Meetings and Emergency Meetings according to Part 3.

15.3 Shared Facilities

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

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15.4 Maintenance requirements

Except for Shared Facilities and subject to this management statement, a Member must, at the Member's cost:

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

15.5 Nature of obligations

Members must act in good faith in your dealings with all Parties under this management statement and the Easements.

15.6 Damage

A Member is liable for damage or loss the Member causes to each other Party if the Member does or fails to do something under this management statement. However, a Member's liability does not include damage or loss caused or contributed to by the Party suffering the damage or loss. In this clause 15.6, a reference to a Member includes the Representative, Substitute Representative, contractors, employees and agents of the Member.

15.7 Upgrading and redevelopment

- (a) The Members acknowledge that, throughout the life of Kew Schofields, upgrading and redevelopment works may take place.
- (b) The Members agree to act reasonably and not unreasonably withhold their consent if a proposal is made to upgrade or redevelop parts of Kew Schofields or any part or parts of it so long as the proposed upgrading or redevelopment works are in accordance with the requirements of the Council, any Authorities, this management statement and the Easements.
- (c) Each Member may, in its absolute discretion and at its sole cost, upgrade or redevelop the Stratum Lot that it owns, subject to any requirements of the Council, any Authorities, this management statement and the Easements.

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15.8 Structural adequacy

Members:

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

16. What are the rights and obligations of Owners and Occupiers?

16.1 General obligations

An Owner and Occupier must:

- (a) promptly comply with the Owner's and Occupier's obligations under this management statement, the Management Act and the Development Act;
- (b) comply with decisions of the Committee;
- (c) comply with Easements and not do anything to interfere with a grantee or grantor exercising their rights under an Easement (or the Committee exercising those rights according to this management statement); and
- (d) comply with the Rules.

16.2 Shared Facilities

An Owner and Occupier must not interfere with Shared Facilities other than according to this management statement.

16.3 Maintenance requirements

Except for Shared Facilities and subject to this management statement, an Owner and Occupier must, at the Owner's cost and Occupier's cost (as the case may be):

- (a) maintain and keep in good repair the part of Kew Schofields which owned by the Owner;
- (b) maintain and keep in good repair the facade and other external finishes, fixtures or fittings in the part of Kew Schofields which is owned by the Owner and or the Occupier; and

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- (c) maintain, inspect and operate plant and equipment owned or used exclusively by the Owner and or the Occupier to a standard recommended by the applicable Australian standard, or if there is no applicable Australian standard, to a reasonable standard.

16.4 Nature of obligations

Owners and Occupiers must act in good faith in your dealings with all Parties under this management statement and the Easements.

16.5 Damage

An Owner or Occupier is liable for damage or loss the Owner or Occupier causes to each other Party if the Owner or Occupier does or fails to do something under this management statement. However, an Owner or Occupier's liability does not include damage or loss caused or contributed to by the Party suffering the damage or loss. In this clause 16.5, a reference to an Owner or Occupier includes contractors, employees and agents of the Owner or Occupier.

17. Appointing a Representative and a Substitute Representative

17.1 Appointment of Representatives

A Member must appoint a Representative to represent and vote for the Member at Meetings and Emergency Meetings.

17.2 Appointment of Substitute Representatives

A Member may appoint a Substitute Representative to represent the Member at Meetings and Emergency Meetings if the Member's Representative cannot attend.

17.3 Eligibility for appointment

Representatives and Substitute Representatives must be natural persons.

17.4 Appointing a new Representative or Substitute Representative

A Member may appoint a new Representative or Substitute Representative at any time.

17.5 Appointment Form

The Member must complete and serve on the Committee the Appointment Form if:

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- (a) the Member appoints a Representative or a new Representative;
- (b) the Member appoints a Substitute Representative or a new Substitute Representative; or
- (c) the contact details for the Member's Representative or Substitute Representative change.

17.6 When does an appointment become effective?

The Member's appointment of a Representative or Substitute Representative (or a new Representative or Substitute Representative) takes effect when the Committee receives a duly completed Appointment Form from the Member.

17.7 Proxies

A Member may authorise the Member's Representative or Substitute Representative to appoint a proxy to represent and vote for the Member at Meetings and Emergency Meetings at which the Representative or Substitute Representative cannot attend. In the Member's Appointment Form, the Member must advise the Committee whether the Member's Representative or Substitute Representative may appoint a proxy.

17.8 Acts by Representatives and Substitute Representatives

Anything done for a Member by the Member's Representative or Substitute Representative has the same effect as if the Member did it.

18. Additional obligations for the Owner's Corporation

18.1 Notices of Meetings

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

18.2 Attendance at Meetings

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

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

18.3 By-laws

- (a) A Member which is an Owner's Corporation must not make by-laws that are inconsistent with this management statement.
- (b) If there is an inconsistency between the by-laws and this management statement, the Owner's Corporation must amend the inconsistent by-law to make it consistent with this management statement.
- (c) A Member must inform the Committee if there is an amendment to the by-laws.
- (d) If the by-laws and this management statement are inconsistent, this management statement will prevail.

18.4 Appointing Representatives and Substitute Representatives

If a Member is an Owner's Corporation, the Member must appoint the Member's Representatives and Substitute Representatives only a resolution of the strata committee of the Owners Corporation.

19. Rights of access

19.1 General requirement

When a Party exercises their rights to access parts of Kew Schofields, that Party must not interfere unreasonably another Party's lawful use of that area.

19.2 Access in an emergency

In an emergency a Party must give other Parties access to fire stairs, passages and all other egress routes in that part of Kew Schofields necessary to exit Kew Schofields.

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19.3 Access to Shared Facilities by the Committee

Subject to the Easement and Part 5, a Party must give the Committee and other Parties access to operate, test use, maintain, repair and replace Shared Facilities located in Kew Schofields by the most direct route nominated by the Committee (acting reasonably).

19.4 Notice requirements

Except in an emergency and subject to this management statement, the Committee and the relevant Parties must give the other Party reasonable notice before access is required to that part of Kew Schofields.

19.5 When is access available?

Except in an emergency and subject to this management statement, the Committee and any other relevant Party may gain access under this clause to another Party's part of Kew Schofields only during the hours determined by this management statement or reasonably agreed to by that Party.

19.6 Paying costs

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

19.7 Rectifying damage

A Party must promptly rectify any damage a Party causes and leave the affected area of Kew Schofields clean and tidy when that Party exercises its rights and comply with its obligations under this clause.

20. Changes to the parties to Service Contracts

20.1 When does this clause apply?

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

20.2 Obligations of Members

If a Member:

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- (a) transfers the Stratum Lot, the Member must procure the new Member to become a party to all Service Contracts from the date of the transfer; or
- (b) subdivides the Stratum Lot (or part of it) to create two or more new Stratum Lots, the Member must procure the Owners of the new Stratum Lots to become parties to all Service Contracts from the date of registration of the Subdivision Plan; or
- (c) subdivides the Stratum Lot (or part of it) by a Strata Plan, the Member must procure the Owner's Corporation created by the subdivision to become a party to all Service Contracts within twenty eight days after registration of the Strata Plan.

20.3 Effect of complying with this clause

If the Member complies with the Member's obligations under clause 20.2 the Members release the relevant Member from that Member's obligations under a Service Contract from the date the new Member becomes a party to the Service Contract (other than for liabilities which arise before that date).

20.4 Failure to comply with this clause

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

20.5 Who pays the cost?

A Member who:

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

21. Obtaining an Outstanding Levy Certificate

21.1 Who may apply for a certificate?

A Member or an Owner (or a person authorized by them in writing) may apply to the Committee for an Outstanding Levy Certificate.

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21.2 Procedure to obtain a certificate

The procedure for obtaining an Outstanding Levy Certificate is:

- (a) the applicant must apply in writing to the Treasurer; and
- (b) the applicant must pay the Committee a fee of \$70.00 or such other amounts for a certificate under section 184 of the Management Act.

21.3 Information to be included in a certificate

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

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

21.4 When must the certificate be given?

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

21.5 Certificate is evidence of matters in it

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

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22. What contact details must a Member provide to the Committee?

22.1 Member's contact details

A Member must provide the Committee with the following contact details:

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

22.2 Purchasing a Stratum Lot

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

22.3 Leasing a Stratum Lot

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

22.4 Owner's Corporation

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

22.5 Changing your contact details

A Member must complete and serve a Membership Form on the Committee within five Business Days if:

- (a) the Member change's its name, address, telephone and email address; and
- (b) if the Occupier of a Member's Stratum Lot (or part of it) changes their name, address, telephone number and email address.

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23. Fire safety and protection

23.1 What are a Party's obligations?

A Party must:

- (a) immediately notify the Committee of any defect in or damage to a Fire Safety Device which comes to a Party's attention;
- (b) obtain an annual fire safety certificate for their part of Kew Schofields;
- (c) comply with the reasonable directions of the Committee including permitting access by the Committee or any person authorized by the Committee to inspect a Party's Lot so that the Committee can obtain an annual fire safety certificate for Kew Schofields;
- (d) comply with laws about fire control; and
- (e) subject to the Party obtaining the prior written approval of the Committee, notify the Committee if a Party changes the lock on the entry door to that Party's Lot.

23.2 Keep flammable materials

A Party may keep flammable materials in that Party's Lot (but not in any car space or storage space of the Lot) provided that the Party:

- (a) uses them in connection with the lawful use of that Party's Lot; and
- (b) keeps them in reasonable quantities according to the guidelines of Government Agencies.

23.3 Restrictions about fire safety

A Party must not:

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

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23.4 Fire alarm call outs

- (a) A Party must not by willful or negligent act or omission, do or permit to anything to be done to cause any Fire Alarm to be activated where such activation of the Fire Alarm could have been prevented by such Party.
- (b) The Committee is entitled to recover from a Party the Fire Alarm Costs paid by the Committee or an Owners Corporation in relation to a breach of clause 23.4(a) by a Party.
- (c) The Committee may demand payment from a Party for any money outstanding under this clause and recover this amount from the Party as a debt to the Committee.

23.5 Certificate of Compliance for fire safety purposes

- (a) If the Committee gives to the Member written notice that works are required to the Lot to obtain any certificate of compliance for fire safety purposes, the Member must promptly at the Member's Cost carry out those works.
- (b) If the Member carries out any Works and such Works requires the certificate of compliance for fire safety purposes to be obtained or updated, the Member must promptly at the Member's Cost obtain a certificate of compliance for the Works carried out by the Member.
- (c) If a Member fails to comply clauses 23.5(a) or 23.5(b), the Committee may access the Lot and carry out the works to obtain the certificate of compliance at the Member's Cost. Such Cost must be paid to the Committee within 5 Business Days of a request by the Committee.

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Part 3 Meeting procedures and resolutions

24. Meetings of the Committee

24.1 Types of Meetings

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

24.2 Meetings

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

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

24.3 Emergency Meetings

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

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

24.4 Who convenes Meetings?

A Meeting or an Emergency Meeting may be convened by:

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- (a) the Secretary or another Officer if the Secretary is absent or unable to convene the Meeting; or
- (b) the Strata Manager (if the Committee has delegated that function to the Strata Manager).

25. Notices and agendas for Meetings

25.1 Information to be included in the notice

Subject to this clause 25, if a Member convenes a Meeting or an Emergency Meeting a Member must give each Member a notice of the Meeting which includes:

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

25.2 Agenda for a Meeting

The agenda for a Meeting must:

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

25.3 Agenda for an Emergency Meeting

The agenda for an Emergency Meeting must:

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

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

If a Member convenes a Meeting to determine Administrative Fund contributions or Capital Fund contributions, the Member must include with the notice of the Meeting:

- (a) the Budget prepared by the Committee according to clause 32;
- (b) the current audit report prepared by the Committee according to clause 34; and
- (c) the current audited financial statement prepared by the Committee according to clause 34.

25.5 How much notice is required for a Meeting?

If a Member convenes a Meeting, the Member must give each Member at least 5 Business Days notice of the Meeting.

25.6 How to serve notice of a Meeting

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

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

25.7 Giving notice of an Emergency Meeting

If a Member convenes an Emergency Meeting, the Member may:

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

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- (b) give the amount of notice of the Emergency Meeting reasonably determined by the Member in the circumstances.

25.8 Notices for Emergency Meetings

If a Member convenes an Emergency Meeting, the Member must serve notice of the Emergency Meeting by:

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

26. Procedures for holding Meetings

26.1 Conducting a Meeting or Emergency Meeting

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

26.2 Quorum for a Meeting

A quorum must be present at a Meeting or Emergency Meeting before the Committee may vote on any motions. A quorum for a Meeting or an Emergency Meeting is the Representative or Substitute Representative of at least two (2) Members.

26.3 Failure to obtain a quorum

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

26.4 Notice of adjourned Meetings

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

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26.5 Quorums at adjourned Meetings

A quorum at an adjourned Meeting or Emergency Meeting is:

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

26.6 Attendance at a Meeting

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

26.7 Special provisions for Meetings held in writing

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

- (a) the person who convenes the Meeting serves notice of the Meeting according to this management statement;
- (b) the person who convenes the Meeting provides each Member with a voting paper with the notice for the Meeting; and
- (c) the required Members or number of Members approve the motions in the agenda, complete their voting paper and return it to the person who convened the Meeting before the Meeting is due to commence.

26.8 How to cast a vote at an Emergency Meeting

A Member may cast a vote at an Emergency Meeting:

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

26.9 Minutes of Meetings

If a Member convenes a Meeting or an Emergency Meeting, the Secretary or the Strata Manager must distribute minutes of the Meeting to each Member within 10 Business Days after the Meeting.

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27.5 Matters requiring Unanimous Resolution

The matters that the Committee must decide by Unanimous Resolution are:

- (a) amending this management statement or the definition of Unanimous Resolution in this management statement;
- (b) the distribution to Members of surplus money in the Administration Fund or Capital Fund;
- (c) changing, adding to or removing Shared Facilities other than a decision to repair Shared Facilities or to renew or replace minor items;
- (d) changing, adding to or adjusting Shared Costs; and
- (e) amending, modifying, adding to or deleting any terms of this management statement.

28. Appointing a proxy

28.1 Who may appoint a proxy?

A proxy may be appointed by:

- (a) a Member; or
- (b) a Representative or Substitute Representative if the Member which appointed the Representative or Substitute Representative has authorised the Representative or Substitute Representative to appoint a proxy according to clause 17.7.

28.2 Who may be a proxy?

A proxy must be a natural person.

28.3 How to appoint

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

- (a) the Member makes the appointment on a Proxy Form (see Schedule 3);
- (b) the Member and the proxy sign the Proxy Form; and

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- (c) the Member delivers the signed Proxy Form to the Strata Manager prior to the commencement of the first Meeting or Emergency Meeting at which the proxy may vote.

28.4 Instructions about voting

The Member may include in the Proxy Form instructions to the Member's proxy about how to vote. A vote by the Member's proxy in contravention of the Member's instructions is invalid.

28.5 Restrictions on voting

The Member's proxy cannot vote at a Meeting or an Emergency Meeting if the Member casts a vote.

29. Resolutions at Meetings and Emergency Meetings

29.1 What is a Resolution?

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

29.2 Who may vote on a matter requiring a Resolution?

A Member is entitled to vote on a Resolution if the Member is a Member Entitled to Vote.

29.3 When is a Resolution passed?

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

29.4 Matters decided by Resolution

Subject to clause 29.5, the matters which the Committee may determine by Resolution are:

- (a) appointing or terminating the appointment of the Strata Manager (subject to the written agreement between the Committee and the Strata Manager);
- (b) appointing or terminating the appointment of a Facilities Manager subject to the written agreement between the Committee and the Facilities Manager);
- (c) appointing or terminating the appointment of a Service Contractor (or the agent of the Committee);

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- (d) effecting insurances;
- (e) establishing the Administrative Fund and determining contributions for that fund;
- (f) establishing the Capital Fund and determining contributions for that fund; and
- (g) resolving any other matters which do not require an Unanimous Resolution.

29.5 Matters decided by Resolution

Where there are only two Members, the Resolutions is clause 29.4 must be passed by Unanimous Resolution.

Part 4 Financial management

30. What funds must the Committee establish?

30.1 Administrative fund

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

30.2 Capital fund

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

30.3 What money is paid into the Administrative Fund?

The Committee must pay into the Administrative Fund:

- (a) Administrative Fund contributions:
- (b) payments the Committee receives for inspections of its books and records;
- (c) payments the Committee receives for providing Outstanding Levy Certificates;

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(d) amounts paid to the Committee by way of discharge of claims for insurance affected by the Committee; and

(e) payments the Committee receives under Easements.

30.4 What money is paid into the Capital Fund?

The Committee must pay into the Capital Fund:

- (a) Capital Fund contributions; and
- (b) other money received by the Committee which it does not have to pay into its Administrative Fund according to clause 30.3.

31. Financial years

31.1 First Financial Year

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

31.2 Subsequent Financial Years

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

32. Preparing Budgets

32.1 When to prepare Budgets

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

32.2 What information must be included in a Budget?

A Budget must contain itemised details of: