

Approved Form 9	Strata Management Statement	(Sheet 59 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

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

32.3 How much to budget?

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

33. Determining contributions

33.1 Levying Members

The Committee must levy Members the contributions it will need for its Administrative Fund and Capital Fund for each Financial Year. The Committee may decide to levy contributions for a shorter or longer period provided that it prepares a Budget for that period according to clause 32.2 and clause 32.3.

33.2 What proportion of costs must you pay?

A Member must pay its proportion of Administrative Fund and Capital Fund contributions in the Shared Facilities list to be determined in accordance with clause 40.1.

33.3 Procedures for determining contributions

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

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

Approved Form 9	Strata Management Statement	(Sheet 60 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

33.4 Determining the amount of contributions

Subject to clause 33.7, the Committee may determine contributions by Resolution. The amount of contributions:

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

33.5 Insufficient funds

Subject to clause 33.7, the Committee must determine:

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

33.6 Budget where there are insufficient funds

Subject to clause 33.7, before the Committee determines an additional contribution it must prepare and adopt a Budget for the period covered by the additional contribution. The Committee may approve the Budget by Resolution.

33.7 Determining contributions at an Emergency Meeting

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

34. Preparing financial statements

34.1 Obligations of the Committee

At the end of each Financial Year the Committee must:

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

Approved Form 9	Strata Management Statement	(Sheet 61 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

34.2 When to prepare financial statements

The Committee must have audited financial statements within three (3) months at the end of the Committee's financial year as determined by the Committee.

34.3 Information to be included in a financial statement

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

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

35. Paying contributions

35.1 Notices of contributions

Subject to this clause 35, the Committee must give a Member at least 20 Business Days notice before your Administrative Fund or Capital Fund contributions are due. The notice must be in writing and must show for each of the Administrative Fund and Capital Fund:

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

Approved Form 9	Strata Management Statement	(Sheet 62 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

35.2 Raising funds in an emergency

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

35.3 Purchaser liable for contributions

A purchaser of a Lot is jointly and severally liable to pay all outstanding contributions to the Administrative Fund and/or Capital Contributions including interest and other monies due under this management statement in respect of that Lot at the time of the purchase of the Lot.

36. Banking money and interest on accounts

36.1 Establishing a bank account

The Committee must:

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

36.2 Withdrawing funds

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

36.3 Trust account

Subject to clause 36.4, if the Committee appoints a Strata Manager the Committee may require the Strata Manager to deposit and hold its funds in a trust account established under the *Property Stock and Business Agents Act 2002* (NSW).

36.4 Interest bearing accounts

The Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Committee may credit it to one of the accounts of the Committee or pay it to the Members according to clause 38.

Approved Form 9	Strata Management Statement	(Sheet 63 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

37. Late payments

37.1 Interest

A Member must:

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

37.2 Calculating interest

The Committee must calculate interest on daily balances at the rate equal to the interest specified under the Management Act.

37.3 Recovering unpaid contributions

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

38. Dealing with surplus funds

38.1 Distributing surplus funds

If there is surplus money in the Administrative Fund or Capital Fund at the end of a Financial Year, the Committee may distribute it between the Members according to the proportions which the Members contribute to the funds according to clause 33.2.

38.2 Unanimous Resolution

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

Approved Form 9	Strata Management Statement	(Sheet 64 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

39. Paying contributions when there is a Dispute

39.1 What are a Member's obligations?

A Member is not excused from paying the Administrative Fund contributions, Capital Fund contributions or other amounts the Member owes the Committee because the Member has a Dispute or a disagreement with the Committee (eg. a Dispute about the amount of a payment).

39.2 Continuing payments

If the Member has a Dispute or disagreement with the Committee about the amount of Administrative Fund or Capital Fund contributions the Member must pay and must continue to pay the Member's contributions at the rate determined according to clause 33.2. After the Dispute is resolved, the Member and the Committee must pay each other any necessary adjustments.

39.3 A Member's rights are not affected

A Member's rights against the Committee are not affected if the Member continues to pay Administrative Fund and Capital Fund contributions according to clause 39.2.

Approved Form 9	Strata Management Statement	(Sheet 65 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

Part 5 Shared facilities

40. Shared Facilities

40.1 Overview

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

40.2 What do Shared Facilities include?

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

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

40.3 Access routes to Shared Facilities

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

Approved Form 9	Strata Management Statement	(Sheet 66 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

40.4 Rights and obligations of the Committee

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

40.5 Service Contractors

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

40.6 Shared Facilities and Common Property

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

40.7 Shared Facilities and Stratum Lots

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

40.8 Who may use Shared Facilities?

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

40.9 When can a Party use Shared Facilities?

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

Approved Form 9	Strata Management Statement	(Sheet 67 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

40.10 How to apportion costs for Shared Facilities

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

40.11 Obligations of Members to pay for Shared Facilities

A Member must pay their proportion of the costs for Shared Facilities according to Schedule 1 or according to a determination made by the Committee according to clause 40.10, if there is no provision in Schedule 1.

40.12 Easements

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

41. Changing and adding to Shared Facilities

41.1 Powers of the Committee

Subject to the Management Act, the Committee may by Unanimous Resolution:

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

Approved Form 9	Strata Management Statement	(Sheet 68 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

41.2 Obligations of Members

A Member must agree to amend the Schedule 1 to reflect anything the Committee resolves to do under this clause 41.

42. Changing the costs for Shared Facilities

42.1 Powers of the Committee

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

- (a) the Committee resolves to deal with Shared Facilities under clause 41;
- (b) it more fairly divides costs for Shared Facilities;
- (c) Kew Schofields changes;
- (d) the Committee identifies new Shared Facilities;
- (e) the use of Shared Facilities changes;
- (f) Shared Facilities are repaired, modified or replaced; or
- (g) anything else happens which affects the costs or apportionment of costs for Shared Facilities.

42.2 Reason for exercising powers

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

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

42.3 Obligations of Members

A Member must agree to amend the Shared Facilities in Schedule 1 to reflect anything the Committee resolves to do under this clause.

Approved Form 9	Strata Management Statement	(Sheet 69 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

42.4 Periodic review

- (a) The Parties acknowledge and agree that the information in Schedule 1 at the date of registration of this management statement was determined by a shared facilities consultant who was not connected to the Original Owner.
- (b) The Committee must review the allocation of Costs for Shared Facilities every five (5) years to ensure that the allocation of Costs remains fair. If following the review the Committee determines that the Costs of a Shared Facility will be more fairly divided, the Committee must engage an Expert to prepare a report on the allocation of the Costs of that Shared Facility.
- (c) If the report from the Expert recommends that the Cost of a Shared Facility should be changed having regard to information available as to the usage of the Shared Facility over the preceding three (3) years, then the Committee must adopt the recommendation of the Expert and Schedule 1 will be amended in accordance with the report.
- (d) The first review under clause 42.4(b) must take place no later than five (5) years after registration of the management statement.
- (e) A Member can issue a Dispute Notice if that Member disputes the report from the Expert within thirty (30) days in which case the dispute resolution provisions in clause 57 will apply to determine the apportionment of Costs with respect to the relevant Shared Facility.
- (f) The Committee must act promptly and do everything reasonably required to amend the allocation of costs as recommended in the report from the Expert with effect from the date of the report unless a Member has served a Dispute Notice in accordance with clause 42.4(e) in which case the Committee must do so following the outcome of the dispute process.
- (g) If as a result of a review a change is required to Schedule 1, the Committee must pay in place arrangements to give effect to the amendments. Each Member must vote in the appropriate manner at the relevant meeting to enable the Committee to fulfil its obligations to give effect to the amendment.
- (h) At its cost, the Committee must cause to be registered the relevant documents at Land Registry NSW to give effect to the amendment to Schedule 1. Members must produce their certificates of title to permit registration of the amendment to this management statement.

Approved Form 9	Strata Management Statement	(Sheet 70 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

43. Using approved contractors

43.1 Overview

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

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

43.2 Obligations of the Committee

The Committee must:

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

43.3 Approving contractors

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

43.4 Obligations of Parties

A Party must use approved contractors for all work described in this clause 43.

44. Damage to Shared Facilities

A Party must:

- (a) obtain consent from the Committee to make alterations to Shared Facilities;
- (b) if applicable, obtain consent from the Owner's Corporation) to make alterations to a Shared Facility that forms part of Common Property in a Party's Strata Scheme;
- (c) use Shared Facilities only for their intended purposes;

Approved Form 9	Strata Management Statement	(Sheet 71 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

- (d) immediately notify the Committee if a Party knows about damage to or a defect in a Shared Facility; and
- (e) compensate the Committee for any damage to Shared Facilities caused by a Party, a Party's visitors or persons doing work in Kew Schofields on a Party's behalf.

45. Security Lot Keys and Devices

45.1 Obligations of the Committee

- (a) If security control devices (eg. roller shutter and boomgates) are installed in the Kew Schofields and in order to access an Owner or Occupier part of Kew Schofields, the Owner or Occupier needs access to the roller shutter and boomgates, the Committee must provide a Security Key to each Party to access their component of Kew Schofields in accordance with clauses 45.1(b) and 45.1(c). The Committee must keep an up-to date register of the persons holding Security Keys.
- (b) The Committee may issue a Remote Control to either the Owner or Occupier. The number of Remote Controls each Owner or Occupier may have will be decided by the Committee.

45.2 Charging fees for Security Keys, Swipe Cards and Remote Control

The Committee may charge a fee as a bond if a Party requests additional or replacement Security Keys, Swipe Cards and Remote Control.

45.3 Rights and obligations

A Party must:

- (a) not remove or replace the Barrel;
- (b) not install any lock or locking security system to the Common Property door to a Lot;
- (c) take all reasonable steps not to lose Security Keys, Swipe Cards and Remote Controls;
- (d) return Security Keys, Swipe Cards and Remote Controls to the Committee if a Party does not need them;
- (e) notify the Committee immediately if a Party loses a Security Key, Swipe Card or Remote Control; and

Approved Form 9	Strata Management Statement	(Sheet 72 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

- (f) comply with the reasonable instructions of the Committee about Security Keys, Swipe Cards or Remote Control and, in particular, about re-coding and returning Security Keys, Swipe Cards or Remote Control.

45.4 Some prohibitions

A Party must not copy a Security Key, Swipe Card or Remote Control or give a Security Key, Swipe Card or Remote Control to someone who is not a Party.

45.5 Who owns Security Keys, Swipe Cards and Remote Controls?

Security Keys, Swipe Cards and Remote Controls belong to the Committee.

45.6 Managing the Security Key system

The Committee has the power to:

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

46. Plant Room

46.1 Application of this clause

If there is a Plant Room shown on the Stratum Plan, this clause 46 applies.

46.2 Rights to Plant Room

An Owners Corporation may access the Plant Room and place plant in the Plant Room on the following terms:

- (a) A Member, Owner or Occupier must not interfere with and must ensure that the installation and operation of any plant will not interfere with the integrity of the Kew Schofields;
- (b) the proposed plant to be installed in the Plant Room must not give rise to the transmission of 'offensive noise' as defined in the *Protection of the Environment*

Approved Form 9	Strata Management Statement	(Sheet 73 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

Operations Act, 1997 as amended or replaced and must comply with any relevant Government Agencies requirements;

- (c) damage to the Plant Room and/or the Kew Schofields caused directly by a Party (or their nominated contractor) must be made good by and at the cost of the Party in a proper and workmanlike manner and to the satisfaction of the Committee; and
- (d) a Party must cause as little inconvenience as is practicable to other Parties.

47. Provision of Services

47.1 What are the powers of the Committee?

If Services are not supplied through the Embedded Network, the Committee has the power to supply Services to the Parties. Services include:

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

47.2 When can the Committee supply Services

The Committee has the power to supply Services in addition to those in clause 47.1 to Parties if:

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

47.3 Power to enter into contracts

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

Approved Form 9	Strata Management Statement	(Sheet 74 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

47.4 Disconnecting a Service

The Committee has the power to disconnect a Service to a Party who does not pay the Committee for the Service according to this management statement only in the following circumstances:

- (a) if doing so does not interfere with the provision of that Service to other Parties who has paid the Committee for the Service; or
- (b) reasonable notice has not been given to the Party whose Service is being disconnected.

47.5 Matters the Committee must take into account

In considering whether to supply a Service to a Party the Committee must determine:

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

48. Garbage storage and removal

48.1 Obligations of Owners and Occupiers

You must, at your cost:

- (a) with the exception of those items which are capable of being recycled, deposit all garbage in the chutes located on each level of the Building (where applicable);
- (b) transport your recycle materials to the Garbage Room;
- (c) keep all garbage receptacles and recyclable receptacles you place in the Garbage Room clean and, as far is reasonably practicable, odour free;
- (d) comply with the requirements of the Committee and Government Agencies about the storage and removal from Kew Schofields of your garbage and recyclable materials (and, in particular, any putrescibles);
- (e) immediately clean up any garbage or recyclable materials you spill in the Garbage Room (or elsewhere in Kew Schofields); and

Approved Form 9	Strata Management Statement	(Sheet 75 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

- (f) not place your garbage or recyclable materials in the receptacle of another Owner or Occupier.

48.2 Bin Collection Room

- (a) The Bin Collection Room is a Shared Facility for use by the Facilities Manager to store garbage collected by the Garbage Room.
- (b) Owner and Occupiers of the Building are not permitted to access the Bin Collection Room.
- (c) The Committee may, from time to time, make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Bin Collection Room, including:
- (i) the manner in which large objects to and from the Bin Collection Room and the Garbage Room (as the case may be) are to be transported;
 - (ii) the use of protective covers for surfaces forming part of the Bin Collection Room during such times as large objects or deliveries are transported to and from the Bin Collection Room and the Garbage Room (as the case may be);
 - (iii) prohibitions on the use of trolleys or other moving devices; and
 - (iv) insurance requirements.
- (d) The Facilities Manager must:
- (i) use the Bin Collection Room only in accordance with this Statement and in accordance with any rules determined by the Committee from time to time;
 - (ii) not use the Bin Collection Room in a manner that breaches the conditions of any development consent, permit or authorization or any Law applicable to the Land; and
 - (iii) promptly clean up any spills in the Bin Collection Room or the Building.

49. Bulky Waste Storage Room

49.1 Use

The Bulky Waste Storage Room may be used by Members, Owners and Occupiers and managed by the Facilities Manager.

Approved Form 9	Strata Management Statement	(Sheet 76 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

49.2 Rules

- (a) The Committee may make reasonable rules and impose conditions (acting reasonably) about the use of the Bulky Waste Storage Room from time to time.
- (b) An Owner and Occupier must not store perishable items or any inflammable, explosive or dangerous substances in the Bulky Waste Storage Room.
- (c) Owners and Occupiers must arrange to place items in the Bulky Waste Storage Room at the times agreed with the Facilities Manager.
- (d) The Facilities Manager must arrange for any items placed in the Bulky Waste Storage Room to be collected by the relevant Government Agencies.
- (e) Owners and Occupiers must make good any damage caused by that Owner or Occupier in using the Bulky Waste Storage Room.

50. Loading Dock

50.1 Shared Facility

The Loading Dock is a Shared Facility for use by Members and their respective Owners and Occupiers of the Lots.

50.2 Appointments

- (a) The Loading Dock will be available for use by Members, Owners and Occupiers by appointment.
- (b) The Committee may nominate a person (which may be the Strata Manager or Facilities Manager) to take bookings and make all necessary appointments for the use of the Loading Dock. This nominee of the Committee must establish and maintain a booking schedule.
- (c) Members, Owners and Occupiers entitled to use the Loading Dock must only use the Loading Dock at those times booked with the nominee of the Committee.

50.3 Rules

- (a) Subject to clause 50.3(b), the Committee may, from time to time, make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Loading Dock, including:

Approved Form 9	Strata Management Statement	(Sheet 77 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

- (i) the hours in which access is permitted;
- (ii) the manner in which large objects or deliveries to and from the Loading Dock and the Lots are to be transported;
- (iii) the use of protective covers for surfaces forming part of the Building during such times as large objects or deliveries are transported to and from the Loading Dock to the Lots; and
- (iv) prohibitions on the use of trolleys or other moving devices; and
- (v) insurance requirements,

provided such rules will not adversely impact on the use and operation of the Lots.

(b) All Members, Owners and Occupiers entitled to use the Loading Dock:

- (i) use the Loading Dock only as stated in this statement and in accordance with the rules of the Committee;
- (ii) not use the Loading Dock in a manner that breaches the conditions of any development consent, permit or authorization or any Law applicable to the Land;
- (iii) promptly clean up any spills in the Loading Dock or the Building; and
- (iv) switch off vehicles during loading/unloading and waiting times whilst in the Loading Dock.

(c) If any damage to the Building occurs in connection with the exercise of rights granted to a Member, Owner and Occupier under this clause 50, the Committee or any person authorized by it, may rectify such damage and the Costs of carrying out such work shall be a debt payable by the Owner or Occupier to the Committee on demand.

(d) If a Member, Owners or Occupier does not comply with this clause 50.3, the Facilities Manager may arrange for any vehicle or other item to be removed from the Loading Dock and/or the Building at the Member's Owner or Occupier's Cost. The Member, Owner and Occupier may not make a Claim against the Facilities Manager or the Committee if the Facilities Manager carries out its obligations under this clause 50.3(d).

50.4 Amendment

Despite any other provision of this Statement, the Committee must not propose to amend or repeal this clause 50 other than by Unanimous Resolution.

Approved Form 9	Strata Management Statement	(Sheet 78 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

51. Car Park Management System

51.1 What is the Car Park Management Sydney?

- (a) The Car Park Management System is the set of rules and procedures regulating all forms of parking in the Kew Schofields.
- (b) The Car Parking Management System comprises:
 - (i) the rights and obligations of all Parties;
 - (ii) the rights and obligations of the Committee; and
 - (iii) the rules and procedures of the Committee, the Parties and any person or entity using the Car Spaces or entering the Land for the purpose of using the Car Spaces.

51.2 Rights of Committee

- (a) The Committee may make Rules and introduce procedures regulating parking in the Kew Schofields.
- (b) The Committee may refuse access to Kew Schofields to any Vehicle that does not comply with the Car Park Management System.
- (c) The Committee may:
 - (i) establish a Car Park Register;
 - (ii) erect items on any part of Kew Schofields to regulate parking (such as signage, security cameras, barriers (physical or electronic));
 - (iii) enter into arrangements with third parties in connection with matters relating to the Car Park Management System;
 - (iv) enter into arrangements with Authorities in connection with matters relating to the Car Park Management System;
 - (v) immobilize any Unauthorised Vehicles or enter into arrangements with another party to do so (subject to relevant laws).

51.3 Obligations of Parties

- (a) All Parties:

Approved Form 9	Strata Management Statement	(Sheet 79 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only
SP101161		

- (i) are bound by, and must comply with the Car Park Management System;
 - (ii) must ensure their invitees comply with the Car Park Management System;
 - (iii) must comply with the directions of the Committee given in accordance with the Car Park Management Statement;
 - (iv) must ensure a Party's invitee complies with the directions of the Committee given in accordance with the Car Park Management Statement.
- (b) A Party:
- (i) must not park or stand a Vehicle anywhere in Kew Schofields or on the Land other than in its own Car Space (if that Party has a Car Space);
 - (ii) must not permit any of the Party's invitee to park or stand a Vehicle anywhere in Kew Schofields or on the Land (unless it is a Party's own Car Space (if it has one) or in a Visitor's Car Space or Disabled Car Space in accordance with the requirements of the Car Park Management System; and
 - (iii) must not give any person a Security Key or any code to Kew Schofields for the purpose of allowing that person to park or stand a Vehicle in the Kew Schofields.

51.4 Car Park Register

- (a) Within twenty one (21) days of a requested by the Committee, a Party must give the Committee the Vehicle Information for all Vehicles owned or used by a Party.
- (b) Where there is a change in a Party, that Party must give to the Committee the updated Vehicle Information within fourteen (14) days from the date of the change in the Party.
- (c) If the Committee determines that the Vehicle Information is not up to date, the Committee may give to a Party a notice requesting the updated Vehicle Information of the Party at the Party's Cost.
- (d) The Costs payable by the Party in accordance with clause 51.4(c) is a debt to the Committee by the Party.

51.5 Visitor Car Parking

- (a) A Party must not:
 - (i) park a vehicle in a Residential Visitors Car Parking Space;

Approved Form 9	Strata Management Statement	(Sheet 80 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

- (ii) enter into a lease or licence, or permit the entry into a lease or licence, for a Visitor Car Parking Space with any person; and
 - (iii) impose timed parking fees, or permit the imposition of timed parking fees on the use of a Visitor Car Parking Space.
- (b) All Parties who are or whose visitors are entitled to use the Visitor Car Parking Spaces must ensure that they and their respective visitors:
- (i) give the licence plate of every visitor to the Building Manager;
 - (ii) use the Visitor Car Parking Spaces for car parking in accordance with clause 51.1(a) only and not for any other purposes, including for the storage of goods or waste products;
 - (iii) only park in the Visitor Parking Space up to six (6) hours on any one (1) day;
 - (iv) keep the Visitor Car Parking Spaces free of obstruction; and
 - (v) do not park in the Visitor Car Parking Spaces for a continuous period of time exceeding 24 hours.

51.6 Breach by a Party

- (a) If a Party breaches any of the clauses in clauses 51.1 to 51.5, the Committee may:
- (i) place a Notification on the Unauthorised Vehicle or send a Notification to the relevant Party;
 - (ii) issue more than one Notification throughout the duration of the breach from to a Party; and/or
 - (iii) immobilise the Vehicle.
- (b) If the Committee exercises its rights once or more in accordance with clause 51.6(c) then the Party must pay for the following to the Committee as a debt due to the Committee:
- (i) a Cost incurred by the Committee for each occasion a Notification is placed on an Unauthorised Vehicle or sent to a Party;
 - (ii) any Costs incurred by the Committee or any third party (including an Authority) in immobilising a Vehicle (including legal costs and disbursements and the costs and disbursement of the Strata Manager); and

Approved Form 9	Strata Management Statement	(Sheet 81 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

(iii) any other Costs incurred or payable by the Committee exercising its rights under this clause 51.

(c) A Party acknowledges and agrees that if a Party breaches this clause 51:

(i) the Committee (whether through the Strata Manager, Facilities Manager or their agents, contactors or employees) has the power and authority to immobilize the Vehicle;

(ii) the Party releases and indemnifies the Committee (including the Strata Manager, Facilities Manager or their agents, contractors or employees) in relation to any Claims as a result of the Committee exercising their rights under this clause 51; and

(iii) the Party cannot demand access to the Vehicle until such time as the Party has paid to the Committee all outstanding Costs.

51.7 Inconsistency between Car Parking Management Plan and this Statement

Where there is inconsistency between the Car Parking Management Plan and this statement, this statement will prevail.

52. Recreation Facilities

- (a) The Committee may make reasonable rules and impose conditions (acting reasonably) in relation to the Recreation Facilities.
- (b) The Committee may at any time amend or substitute rules made by the Committee in relation to the use of the Recreation Facilities (acting reasonably).
- (c) The Recreation Facilities may only be used during the following hours:
- (i) in relation to the BBQ between the hours of 11.00am to 8.00pm seven days a week; and
- (ii) in relation to the other Recreation Facilities between the hours of 6.00am to 8.00pm seven days a week.
- (d) An Owner and Occupier entitled to use the Recreation Facilities must (and must ensure that any invitees does):
- (i) not use the Recreation Facilities and the surrounds other than between the hours set out in clause 52(c);

Approved Form 9	Strata Management Statement	(Sheet 82 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

- (ii) ensure that any guest does not use the Recreation Facilities or its immediately surrounds unless accompanied by an Owner or Occupier;
 - (iii) ensure that children under 15 years of age are not in or around the Recreation Facilities unless accompanied by an adult Owner or Occupier exercising effective control over them;
 - (iv) exercise caution at all times and not behave in a manner that is likely to interfere with the use of the Recreation Facilities by other persons;
 - (v) not adjust, modify, replace or remove any equipment associated with the Recreation Facilities;
 - (vi) promptly notify the building manager of any damaged or malfunctioning Recreation Facilities;
 - (vii) at all times be adequately clothed so as not to be likely to offend any other persons using the Recreation Facilities or the immediate surrounds and whilst travelling through the Building to and from the Recreation Facilities this includes but not limited no sunbathing in the Recreation Facilities;
 - (viii) must not engage in any hazardous activities;
 - (ix) not make excessive noise which interferes with the quiet enjoyment of an owner or occupier.
- (e) All Owners and Occupiers entitled to use the Recreation Facilities, following their use of the Recreation Facilities must:
- (i) dispose of any rubbish;
 - (ii) clean any surfaces requiring cleaning as a consequence of Owners or Occupier's use of the Recreation Facilities;
 - (iii) rectify any damage or destruction of the Recreation Facilities caused or contributed to by an Owner, Occupier, their invitees and any trespassers as a result of the Owner and Occupier; and
 - (iv) otherwise leave the Recreation Facilities in a good state of repair.
- (f) If an Owner or Occupier does not comply by clause 52(e), the Committee can do so and charge the Owner or Occupier reasonable fee for doing so.
- (g) The Recreation Facilities may be unavailable for use for periods of time for repair and maintenance.

Approved Form 9	Strata Management Statement	(Sheet 83 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

- (h) If an Owner or Occupier wishes to host a party, gathering or meeting on the Recreation Facilities, the Owner and Occupier must obtain the prior written consent of the Committee. The Committee may grant consent to the party, gathering or meeting on the Recreation Facilities on such terms and conditions as the Committee determines (acting reasonably) which may include the Owner or Occupier providing a security bond for an amount determined by the Committee. If the Committee requests a security bond, clause 52(i) will apply.
- (i) The Owner must give to the Committee the security deposit before the commencement of any party, gathering or meeting on the Recreation Facilities. Subject to the Owner and Occupier complying with its obligations under this clause 52, the Committee must release the security deposit within fifteen (15) Business Days from the date of the ending of the party, gathering or meeting.

53. Community Room

- (a) The Community Room is a Shared Facility for the purpose of holding meetings of the Members.
- (b) The Committee may make reasonable rules and impose conditions (acting reasonably) in relation to the Community Room.
- (c) The Committee may at any time amend or substitute rules made by the Committee in relation to the use of the Community Room.
- (d) If an Owner or Occupier wishes to host a party, gathering or meeting on the Community Room, the Owner and Occupier must obtain the prior written consent of the Committee (such consent may be withheld at the Committee's sole discretion). The Committee may grant consent to the party, gathering or meeting on the Community Room on such terms and conditions as the Committee determines (acting reasonably) which may include the Owner or Occupier providing a security bond for an amount determined by the Committee. If the Committee requests a security bond, clause 53(e) will apply.
- (e) The Owner must give to the Committee the security deposit before the commencement of any party, gathering or meeting on the Community Room. Subject to the Owner and Occupier complying with its obligations under this clause 53, the Committee must release the security deposit within fifteen (15) Business Days from the date of the ending of the party, gathering or meeting.
- (f) An Owner and Occupier entitled to use the Community Room must (and must ensure that any invitees does):

Approved Form 9	Strata Management Statement	(Sheet 84 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

- (i) ensure that any guest does not use the Community Room or its immediately surrounds unless accompanied by an Owner or Occupier;
 - (ii) ensure that children under 15 years of age are not in or around the Community Room unless accompanied by an adult Owner or Occupier exercising effective control over them;
 - (iii) exercise caution at all times and not behave in a manner that is likely to interfere with the use of the Community Room by other persons;
 - (iv) not adjust, modify, replace or remove any equipment associated with the Community Room;
 - (v) promptly notify the building manager of any damaged or malfunctioning Community Room;
 - (vi) at all times be adequately clothed so as not to be likely to offend any other persons using the Community Room or the immediate surrounds and whilst travelling through the Building to and from the Community Room;
 - (vii) must not engage in any hazardous activities;
 - (viii) not make excessive noise which interferes with the quiet enjoyment of an Owner or Occupier.
- (g) All Owners and Occupiers entitled to use the Community Room, following their use of the Community Room must:
- (i) dispose of any rubbish;
 - (ii) clean any surfaces requiring cleaning as a consequence of Owners or Occupier's use of the Community Room;
 - (iii) rectify any damage or destruction of the Community Room caused or contributed to by an Owner, Occupier, their invitees and any trespassers as a result of the Owner and Occupier; and
 - (iv) otherwise leave the Community Room in a good state of repair.
- (h) If an Owner or Occupier does not comply by clause 53(g), the Committee can do so and charge the Owner or Occupier reasonable fee for doing so.

Approved Form 9	Strata Management Statement	(Sheet 85 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

54. Defects in Shared Facility

- (a) A Member acknowledges and agrees that if a Shared Facility is located in that Member's Lot then that Member will have benefit of the warranty in relation to any maintenance, repairs or replacement to the Shared Facility.
- (b) If a Shared Facility is required to be maintained, repaired or replaced, the Committee may request the Member to do all that is necessary to have the Shared Facility maintained, repaired or replaced under the warranty.
- (c) If the Committee requests the Member to comply with clause 54(b), the Member must promptly comply with the Committee's directions at the Committee's Cost.
- (d) If requested by the Committee, the Member must assign or procure the assignment to the Committee of all of its right, title, interest and benefits in, under and in connection with any warranty, guarantee, covenant or indemnity given by a third party in respect any works undertaken on the Shared Facility located in the Member's Lot and execute such documents in accordance with the warranty, guarantee, covenant or indemnity to give effect to the assignment.

55. Agreement for supply of Embedded Network Services

55.1 Power to enter into agreement

The Committee has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks in Kew Schofields for the supply of Embedded Network Services to Lots and Common Property.

55.2 Entering into agreement

If the Committee enters into an agreement with an Embedded Network Supplier:

- (e) the term of the agreement may be for the period agreed by the Committee in which in each case should not exceed the period permitted by law;
- (f) the pricing of the Embedded Network Services supplied under the agreement may be as agreed by the Committee; and
- (g) the Committee may agree that the agreement is binding on the Committee in respect of the supply of Embedded Network Services to Kew Schofields in respect of the supply of Embedded Network Services to Lots.

Approved Form 9	Strata Management Statement	(Sheet 86 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

55.3 What provisions must be included in an agreement?

An agreement between the Committee (in its own right) and an Embedded Network Supplier must have provisions about:

- (h) the rights of the Committee and the Owners to terminate the agreement early if the Embedded Network Supplier does not properly perform its functions or comply with its obligations under the agreement; and
- (i) the rights of the Embedded Network Supplier to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier or the right of the Committee to acquire those meters and other equipment from the Embedded Network.

Part 6 Miscellaneous

56. Disputes

56.1 Interpretation

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

56.2 Resolution of Disputes

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

56.3 Dealing with Disputes according to this clause

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

56.4 Dispute Notice

A party may give another party a Dispute Notice if they are unable to resolve their Dispute under clause 56.2. In the Dispute Notice the party must:

- (a) describe what the Dispute is about;

Approved Form 9	Strata Management Statement	(Sheet 87 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

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

56.5 Negotiation

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

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

56.6 Referring a Dispute to expert determination

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

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

56.7 Appointing an expert

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

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

56.8 Instructions to the expert

The parties must instruct the expert to:

Approved Form 9	Strata Management Statement	(Sheet 88 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

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

56.9 Conducting expert determination

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

56.10 Expert determination

The expert:

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

56.11 Binding effect

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

56.12 Negotiation or expert determination about Shared Facility costs

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

56.13 Costs

The parties to the Dispute must:

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

Approved Form 9	Strata Management Statement	(Sheet 89 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

57. Notices

57.1 Methods of serving notices

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

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

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

57.2 When does a notice take effect?

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

57.3 Receipt – post

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

57.4 Receipt – email

If sent by email, a notice is taken to be received at the time shown in the email unless the sender is notified that the email was not received.

57.5 Form of notices

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

57.6 Receipt – general

Despite clause 57.2 and 57.4, if a notice is received after 5.00 pm in the place of receipt or on a non-Business Day, it is taken to be received at 9.00 am on the next Business Day.

Approved Form 9	Strata Management Statement	(Sheet 90 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only
		SP101161

58. GST

58.1 Amounts are exclusive of GST

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

58.2 Obligation to pay GST

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

58.3 Differences in amounts

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

58.4 Reimbursement

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

59. General

59.1 Discretion in exercising rights

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

59.2 Partial exercise of rights

If the Committee or a Party does not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

Approved Form 9	Strata Management Statement	(Sheet 91 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

59.3 Approvals and consents

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

59.4 Conflict of interest

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

59.5 Remedies cumulative

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

59.6 Severability

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

Approved Form 9	Strata Management Statement	(Sheet 92 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

Part 7 Works and further subdivisions

60. Carrying out Works

60.1 Obligations before a Party carries out Works

Before a Party carries out Works or other works in Kew Schofields, a Party must obtain all necessary consents:

- (a) subject to clause 60.3, from the Committee;
- (b) the Owner's Corporation; and
- (c) from Government Agencies.

60.2 When to apply for government authority approval

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

60.3 Exclusions

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

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

provided a Party gives the Committee at least 5 Business Days notice of the date the Party intends to carry out the Works or other works and provide the Committee with any details reasonably required by the Committee about the Works or other works.

Approved Form 9	Strata Management Statement	(Sheet 93 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

61. Application process

61.1 Making an application

The Committee may, either generally or in specific cases, specify the plans, drawings and other documents which an applicant must submit with their application under this Part 7 (except clauses 66 and 67) of the management statement.

61.2 What information must a Party include in the application?

If a Party makes an application for approval to carry out Works under this clause, the application must:

- (a) be in writing;
- (b) be addressed to the Secretary of the Committee (or the strata manager of the relevant Owner's Corporation depending on who may give consent to the application);
- (c) include the plans, drawings and other documents specified by the Committee according to this Part 7 for the type of Works for which the Party is seeking approval;
- (d) include the descriptions and samples of exterior materials and colours and external light fittings if they are available;
- (e) include a report setting out the impact of the Works on Shared Facilities, including how the Party proposes to minimise interruption to the Shared Facilities; and
- (f) include a report from a suitably qualified engineer setting out the effect of the Works on the structural integrity of Kew Schofields.

61.3 Minimum requirements for Works

The Works must not:

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

Approved Form 9	Strata Management Statement	(Sheet 94 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

61.4 Additional information

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

61.5 Discretion

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

61.6 Time frame for making a decision

Subject to this clause 61, the Committee must review and make a decision about an application within 20 Business Days after receiving the application (or another period agreed between the parties).

61.7 Notifying the applicant of a decision

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

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

62. Approval process

62.1 Standing Approvals by the Committee

The Committee has the power to make Standing Approvals to approve Works or actions under this Part 7 (except for works under clauses 66 and 67).

62.2 Conditional approvals

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

- (a) a reasonable time frame in which the Works must be completed;

Approved Form 9	Strata Management Statement	(Sheet 95 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

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

62.3 Revoking an approval

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

62.4 Additional obligations for an Owner's Corporation

An Owner's Corporation must promptly:

- (a) advise the Committee in writing when it grants consent to a Party to carry out Works under its by-laws or this Part 7; and
- (b) provide the Committee with a copy of the application by the Party to carry out Works and consent given by the Owner's Corporation.

63. Procedures for carrying out Works

63.1 Procedures before you carry out Works

Before you carry out Works under this Part 7 (except for works under clauses 66 and 67), a Party must:

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

63.2 Procedures when a Party carries out Works

When a Party carries out Works under this Part 7, a Party must:

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

Approved Form 9	Strata Management Statement	(Sheet 96 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

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

64. Giving approval to subdivisions

64.1 Subdivisions which create Stratum Lots

If the Member of a Stratum Lot proposes to subdivide their Stratum Lot to create two (2) or more Stratum Lots, the other Members must:

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

64.2 Subdivisions which create Strata Schemes

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

Approved Form 9	Strata Management Statement	(Sheet 97 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

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

64.3 Deemed consent

In the event that that Member's consent is required by the Member of a Stratum Lot under this clause 64, then the relevant Member must provide that consent within twenty eight (28) days of the request by the Member of the Stratum Lot otherwise the consent is deemed to the subdivision.

64.4 Endorsement of consent

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

64.5 Paying costs

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

Approved Form 9	Strata Management Statement	(Sheet 98 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

65. Contributions if a Subdivision Plan is registered

65.1 Contributions

If a Stratum Lot (or part of a Stratum Lot) is subdivided by a Subdivision Plan, the proportion of Administrative Fund and Capital Fund contributions which the new Member must contribute is equal to the amount which the Member of the subdivided lot must contribute according to the Shared Facilities list as determined in accordance with clause 40.1 and as amended following the operation of clause 65.2.

65.2 Procedure for assessing contributions if a Subdivision Plan is registered

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

- (a) the Member which has subdivided the relevant Stratum Lot or part of a Stratum Lot (**Subdividing Member**) must, within fourteen (14) days after registration of the Subdivision Plan, notify the Committee of the share each new Member will contribute towards the Administrative Fund and Capital Fund;
- (b) if the Subdividing Member does not provide notice within fourteen (14) days, the Committee must give the Subdividing Member notice of the share each new Member (and the Subdividing Member (if applicable)) should, in the opinion of the Committee acting reasonably, contribute to towards the Administrative Fund and Capital Fund; and
- (c) if the Subdividing Member does not notify the Committee of a different share within seven (7) days after receiving the notice under clause 65.2(b), the shares recommended by the Committee will apply.

65.3 Committee

If the Developer submits a Subdivision Plan and related documents to subdivide a Stratum Plan, the Committee must execute the Subdivision Plan and related documents within three (3) Business Days of a request by the Developer.

66. Construction Period

66.1 Development Works

- (a) The Developer may carry out the Development Works for the Construction Period without any need for the approval of the other Members.

Approved Form 9	Strata Management Statement	(Sheet 99 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

- (b) During the Construction Period, the Developer has the right to access Kew Schofields (including the Shared Facilities) which the Developer reasonably requires to access for the purpose of:
- (i) connecting, installing, extending, augmenting, maintaining or accessing any of the existing Shared Facilities;
 - (ii) subdividing a Stratum Lot;
 - (iii) erecting, using and maintaining cranes;
 - (iv) temporarily shutting down electricity system;
 - (v) access over the Landlord for the purpose of deliveries with trucks and equipment;
 - (vi) erecting, using and maintaining scaffolding across the boundaries of all Lots;
 - (vii) connecting, installing, extending, augmenting, maintaining or accessing any future Shared Facilities; and/or
 - (viii) carrying the Development Works.
- (c) The Developer must repair any damage caused to the Shared Facilities or other parts of the Building as a result of the Developer exercising the Developer's rights under clause 66.1.
- (d) The Owners and Occupiers must not interfere or delay the Developer in the Developer carrying out the Development Works.
- (e) The Owners and Occupiers must not make a claim against the Developer as a result of any dust, noise, vibrations or interference in relation to the Developer Works or the Developer exercising their rights under this clause 66.

67. Selling and leasing activities

- (a) Both before and after registration of this management statement and until the Developer completes the sale of all lots within the Stratum Plan, the Developer and persons authorised by the Developer may:
- (i) conduct selling and leasing activities in and about the Land;
 - (ii) place and maintain in and about the Land including without limitation, signs in connection with those selling and leasing activities; and

Approved Form 9	Strata Management Statement	(Sheet 100 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

(iii) place and maintain in and about the Land including without limitation, offices and other facilities for sales people.

(b) This clause 67 will not merge on registration of the management statement and continues in full force and effect until the Developer has completed the sale of all the lots located on the Land.

68. Rules of interpretation

68.1 Interpreting this management statement

In this management statement a reference to:

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

68.2 Headings

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

68.3 Rights under this management statement

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

68.4 Severance

If the whole or any part of a provision of this management statement is void, unenforceable or illegal, then that provision or part provision is severed from this management statement and the remainder of this management statement has full force and effect unless the

Approved Form 9	Strata Management Statement	(Sheet 101 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

severance alters the basic nature of this management statement or is contrary to public policy.

68.5 Conflict with laws and requirements

If the whole or part of this Part 8 conflicts with any law or a requirement of a Government Agency, it is of no effect to the extent of the conflict.

Approved Form 9	Strata Management Statement	(Sheet 102 of 132 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

Part 8 Dictionary

69. Definitions

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

Administrative Fund means the fund established by the Committee according to clause 31 to pay for the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Capital Fund costs.

Apartment means a Lot in the Residential Component.

Appointment Form means a form in or to the effect of the form in **Error! Reference source not found.** to appoint Representatives and Substitute Representatives.

Architectural Code means the code set out in Schedule 2.

Automatic Fire Alarm Network Service Agreement means any agreement between a provider and the Committee or an Owners Corporation pursuant to which the provider is connected to Fire and Rescue NSW's automatic fire alarm system.

Barrel means the barrel in the front door lock of a Lot, accessed with a Security Key.

Bin Collection Room means the bin collection room located on the lower ground floor of the Building (if applicable).

Budget means a budget for the Administrative Fund or the Capital Fund prepared by the Committee according to clause 34.

Building means the building and improvements located on the Stratum Plan.

Bulky Waste Storage Room means the bulky waste storage room located on the lower ground floor of the Building.

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

Capital Fund means the fund established by the Committee according to clause 30.2 to pay for the renewal and replacement of Shared Facilities.

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

Strata Management Statement:439952573_1

Doc ID 710743783/v1

Approved Form 9	Strata Management Statement	(Sheet 103 of 135 sheets)
Registered:	Office Use Only	Office Use Only
 30/03/2020	SP101161	

Car Space means a Disabled Car Space, a Residential Visitors Car Parking Space, licensed Car Parking Space or where a car space forms part of a Lot, the car space.

Car Park means that part of Kew Schofields for the parking of Vehicles.

Car Park Management System means the system and procedures the subject to clause 48.

Car Park Register means a register maintained by the Committee which states the Vehicle Information.

Chairperson means the chairperson of the Committee.

Claim means any claim, demand or cause of action (whether based in contract, tort or statute, or otherwise arising) in respect of this management statement or any part of it or any transactions contemplated by it.

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

Common Property has the meaning given in the Management Act.

Community Room means the community room between Lot 1 and 2 in the Stratum Plan.

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

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

Current Email Address for a Party means the current email address at which a person may be served a notice or communications under this management statement.

Determination Notice means a written notice given by a Party according to clause 56.6.

Developer means Schofields One Pty Limited ACN 606 182 236 including any related entities and its successors, assigns, employees, agents and contractors.

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

Development Works means:

- (a) any form of demolition works, excavation work or landscaping work on Kew Schofields, including in relation to Kew Schofields;
- (b) any form of building work or work ancillary to or associated with building work on the Kew Schofields including, without limitation, the installation of Services;

Approved Form 9	Strata Management Statement	(Sheet 104 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

- (c) the staging of construction or strata registration;
- (d) the addition, amendment or deletion of lots, car spaces, offices, retail shops, warehouse units, storage areas or any other area;
- (e) the use and/or operation and/or fitout of any part of the Kew Schofields; and/or
- (f) any form of work other than the forms of work referred to in paragraph (a) and (b) of this definition which is considered necessary or desirable by the Developer.

Disabled Car Space means that part of the Shared Services designed as a disabled car space.

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

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

Dispute Notice means a written notice of a Dispute given by a party to a Dispute according to clause 56.4.

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

Embedded Network means a network and system in Kew Schofields for the supply of Embedded Network Services to Kew Schofields and includes the Embedded Network Equipment.

Embedded Network Equipment means meters, equipment and fittings located with the Shared Facilities associated with or ancillary to the Embedded Network.

Embedded Network Services means the supply of any of the following:

- (a) electricity;
- (b) gas;

Approved Form 9	Strata Management Statement	(Sheet 105 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

- (c) hot water;
- (d) internet services;
- (e) mobile telephone signal distribution services; or
- (f) fibre communications.

Embedded Network Supplier means an entity that supplies Embedded Network Services.

Emergency Meeting means a Meeting convened in an emergency according to Part 3 of this management statement.

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

Financial Year means the financial year of the Committee determined according to clause 32.

Fire Alarm means a back-to-base fire alarm system installed on the Common Property and being the subject of an Automatic Fire Alarm Network Service Agreement.

Fire Alarm Costs means:

- (a) any charges imposed by Fire and Rescue NSW pursuant to the Fire Brigades Act 1989, the Fire Brigades Regulation 2008 and the Automatic Fire Alarm Network Service Agreement in responding to activation of any Fire Alarm; and
- (b) any additional administrative fee associated with the charges referred to in clause (a) above, pursuant to the Automatic Fire Alarm Network Service Agreement.

Fire and Rescue NSW means the department of government established by the Fire Brigades Act 1989 or any other authority, company or individual which replaces or performs that same function.

Fire Safety Device means any item in Kew Schofields which:

- (a) monitors the incidence of smoke, heat or fire;
- (b) signals warnings of smoke, heat or fire;
- (c) provides lighting or directional signals in the case of smoke, heat or fire;
- (d) controls access in to and out of Kew Schofields in an emergency (eg. fire stairs);
- (e) notifies the Fire Brigade (and any other emergency agency) of smoke, heat, fire or an emergency in Kew Schofields;

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

Approved Form 9	Strata Management Statement	(Sheet 106 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

- (f) retards the spread of smoke, heat or fire through Kew Schofields;
- (g) extinguishes fires in Kew Schofields (eg. hose reels and fire extinguishers); or
- (h) complies with statutory controls for fire safety.

First Annual General Meeting means the first annual general meeting of the Committee.

Garbage Room means the garbage room located on the lower ground floor of the Building.

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

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

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

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

Loading Dock means the loading dock located on the lower ground floor of the Building.

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

Lot 2 Residential Lot means lot 2 in the Stratum Plan.

Lot 2 Residential Owner means the owner of Lot 2 in the Stratum Plan (from time to time).

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

Meeting means a meeting of the Committee held according to Part 3 of this management statement. A Meeting includes a meeting held in writing according to clause 26.7.

Member means the Residential Owners Corporation 1 and the Lot 2 Residential Owner and on registration of the Subdivision Plan of Lot 2 in the Stratum Plan, Residential Owners Corporation 2.

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

- (a) all of their Administrative Fund and Capital Fund contributions up to date; and
- (b) all other money they owe the Committee under this management statement,

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

Approved Form 9	Strata Management Statement	(Sheet 107 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

which are due and payable before the Meeting or Emergency Meeting commences.

Membership Form means a form in or to the effect of the form in Schedule 1.

Kew Schofields means the land and buildings comprised in the Stratum Plan and any other land and buildings forming part of Kew Schofields.

Notification means a written notice from the Committee informing an Owner or Occupier that a Vehicle is in breach of the Car Park Management Plan.

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

Officer means the Secretary, Treasurer or Chairperson.

Original Owner means Schofields One Pty Limited ACN 606 182 236.

Outstanding Levy Certificate means a certificate provided by the Committee according to clause 21.

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

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

Party means a Member, Owner and/or Occupier (as the case may be).

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

Remote Control is an electronic security device equipped with a magnetic chip for the purpose of allowing access to and from Common Property, including a Car Space.

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

Residential Owner's Corporation means The Owners – Strata Plan.

Residential Visitors Car Parking Spaces means the car parking spaces located in basement of the Building designated for use by visitors.

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

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

Secretary means the secretary of the Committee.

Approved Form 9	Strata Management Statement	(Sheet 108 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

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

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

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

Services means water, sewer, electricity, gas, telephone, communication services and the like available to the Parties and includes any additional services which the Committee decides to supply according to clause 47.

Shared Facilities means:

- (a) the items in clause 40.2 and **Error! Reference source not found.**;
- (b) services, facilities, machinery, equipment and other items used by two or more Members;
- (c) costs for items like the Strata Manager, Facilities Manager and premiums for insurances effected by the Committee; and
- (d) other facilities and services nominated by or according to this management statement as Shared Facilities.

Standing Approval means approvals granted by the Committee or an Owner's Corporation according to clause 60.

Strata Lot means a lot in a Strata Scheme.

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

Strata Plan means a strata plan registered according to the Development Act.

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

Strata Scheme means a strata scheme created according to the Development Act.

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

Approved Form 9	Strata Management Statement	(Sheet 109 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

Subdivision Plan means:

- (a) a plan which subdivides a Stratum Lot into two (2) or more Stratum Lots; and
- (b) a plan which subdivides a Stratum Lot (or part of a Stratum Lot) into one (1) or more Strata Schemes.

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

Swipe Card means a security device equipped with a magnetic chip for the purpose of allowing access to and from the Common Property.

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

Treasurer means the Treasurer of the Committee.

Unauthorised Vehicles means a Vehicle in or parked in the Building contrary to this management statement or the Car Park Management Plan.

Vehicles means motor cars, motor bicycles, bicycles, boats, caravans, trucks or trailers.

Vehicle Information means the following information for the Vehicles:

- (a) those owned or used by the Owners and Occupiers;
- (b) those owned or used by the Owner and Occupier's invitees; and
- (c) those owned by any party under an Owner or Occupier's control.

Works means:

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

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

Approved Form 9	Strata Management Statement	(Sheet 110 of 135 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only
<h1>SP101161</h1>		

SHARED FACILITIES REGISTER

This Section describes:

- (a) The Shared Facilities;
- (b) The proportion of the shared costs payable by each part of the buildings; and
- (c) The method of determining the proportions.

In this Section:

- 1. **Conducting Medium** means any wire, cable, pipe, line, duct, chute, garbage chute, drain, water storage tank, cooling tower, exhaust flue, exhaust duct, kitchen flue, kitchen duct, riser duct, service duct, air conditioning unit and apparatus through or in which a Service passes or is stored or contained and access to each item.
- 2. **Service** means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air conditioned air, garbage, telephone, telecommunications, television impulses or signals, radio impulses or signals, or any other prescribed service and includes the Conducting Medium.
- 3. **Services Equipment** means an item of plant or equipment in which a service is generated, contained or stores.
- 4. **Access** to a shared facility or a services apparatus is available to a benefited member for the purpose of using, operating or maintaining the said shared facility or the services apparatus.
- 5. Where a shared facility has a 100% apportionment to a lot, then that lot has total responsibility for the operation, maintenance and replacement of the said shared facility – and not the Committee, unless stated otherwise in the shared facility.

During the period from registration of this management statement to the date an occupation certificate is granted to the Building for Lot 2, the owner of Lot 2 is not required to contribute to the cost of the Shared Services and must pay for any costs in relation to Lot 2. On issue of the occupation certificate for Lot 2, the Shared Services Schedule applies.

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

Approved Form 9	Strata Management Statement	(Sheet 111 of 132 sheets)
Registered:	Office Use Only  30/03/2020	Office Use Only SP101161

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM RESPONSIBILITY AND APPOINTMENT		COST ALLOCATION METHOD
			Lot 1	Lot 2	
SF1	Strata Management Services	<p>Strata management services include the services provided by the Committee. Costs for strata management services include, without limitation:</p> <ul style="list-style-type: none"> a) the strata manager fee and management fees and other fees that the Committee must pay the strata manager according to their agreement; b) other costs incurred by the Committee according to its agreement with the strata manager; c) audit fees incurred by the Committee; and d) costs incurred by the Committee to maintain its records (including its financial records) according to this Management Statement. 	47%	53%	3
SF2	Facility Management Services	<p>Facilities management services include the services provided by the Manager appointed by the Committee.</p> <p>Costs for facilities management services include, without limitation:</p> <ul style="list-style-type: none"> a) Management fees and other fees that the Committee must pay the Manager according to their agreement; and b) Other costs incurred by the Committee according to its agreement with the Manager. 	47%	53%	3
SF3	Insurance	Costs for insurance include, without limitation:	Replacement Value	Replacement Value	4

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

Approved Form 9	Strata Management Statement	(Sheet 112 of 132 sheets)
Registered:  30/03/2020	Office Use Only	SP101161

		<ul style="list-style-type: none"> a) Building insurance premiums; b) public liability insurance; c) premiums under other policies effected by the Committee according to the management statement; d) excess on insurance policies effected by the Committee; e) valuations of the building for insurance purposes; f) insurance broker fees; and g) other costs incurred by the Committee to affect an insurance policy or under and existing policy. 			
SF4	Security Services	Security services generally include all security items giving access to Shared Facilities being vehicular access into the car park levels of the Lots. Security services include: <ul style="list-style-type: none"> a) Security guards contracted by the Committee to provide manned security services and patrols for the Lots; b) Security keys (and equipment for encoding security keys); c) Security cameras in Common Property and Shared Facilities; d) Security equipment (for example, computers, monitors) mounting security cameras in Common Property or Shared Facilities; and e) The security access card reader located at the entrance to the car park (if any). 	47%	53%	5 and 3
SF5	CCTV and Communication Room	CCTV located throughout the Land and the communication room located on the lower ground level on Lot 2 together with all Services Equipment	44%	56%	5 and 1
SF6	Car Park Access	This Shared Facility includes: <ul style="list-style-type: none"> a) installing, maintaining and repairing the roller shutter or boom gate (if any) and other security devices in the Car Park Access Way; b) maintaining and repairing the 	44%	56%	5 and 1

Approved Form 9	Strata Management Statement	(Sheet 113 of 132 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only
		SP101161

		<p>Car Park Access Way and all services located within it;</p> <p>c) access for parking and maintenance purposes; and</p> <p>d) all other costs incurred when exercising the rights and complying with the obligations for use of the Car Park Access Way.</p>			
SF7	Car Park Ventilation System	<p>The Car Park Ventilation System is located on the basement. This Shared Facility includes:</p> <p>a) electrical wires, cables, ducts;</p> <p>b) fans;</p> <p>c) motors;</p> <p>d) the exhaust system to the point of discharge at ground floor and/or on the roof via an exhaust riser; and</p> <p>e) Its operation, maintenance and replacement.</p>	47%	53%	5 and 2
SF8	Electrical Infrastructure and Electricity Usage	<p>This Shared Facility includes the electrical infrastructure and electrical usage for:</p> <p>a) the Car Park Lighting located in the basements and the access way noted as SF5;</p> <p>b) the car park ventilation system located in the basements;</p> <p>c) the electrical room located adjacent to the loading dock;</p> <p>d) all electrical meters, sub-meters and distribution boards located in the main connections box and switch rooms which supply electricity to the Shared Facility;</p> <p>e) electrical wires, fittings, cables and ducts comprise the Shared Facility;</p> <p>f) costs for electrical consumption by the Shared Facility.</p> <p>Electrical infrastructure excludes:</p> <p>a) costs for electrical consumption by an individual Member, Owner or Occupier;</p>	44%	56%	5 and 1

Approved Form 9	Strata Management Statement	(Sheet 114 of 132 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only
<h1>SP101161</h1>		

		and b) electrical wires, distribution boards, cables and ducts which are for the exclusive use of a Member, Owner or Occupier.			
SF9	Fire Stairs	The fire stairs in the Building which includes: a) access to the fire stairs; b) consumables used at the Shared Facility; and c) cleaning and maintenance.	44%	56%	5 and 1
SF10	Fire Pump Room	Fire Pump room located in the basement of Lot 1 and includes all Service Equipment, lighting and mechanical power supply	44%	56%	5 and 1
SF11	Community Room	Community Room and associated equipment	44%	56%	5 and 1

Approved Form 9	Strata Management Statement	(Sheet 115 of 132 sheets)
Registered:	Office Use Only	Office Use Only
 30/03/2020		SP101161

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM RESPONSIBILITY AND APPOINTMENT		COST ALLOCATION METHOD
			Lot 1	Lot 2	
SF11	Sewerage System	The sewerage system includes pipes, pumps, vent pipes and hydraulic pipes that service the Lots from the boundary trap to the junction point. The sewerage system excludes the sewerage components which are located inside each Lot which are for the exclusive use of a Member, an Owner or an Occupier.	47%	53%	5 and 3
SF12	Fire Control System	This Shared Facility includes, without limitation, sprinklers, fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system and any other Service Equipment.	44%	56%	5 and 1
SF13	Loading Dock	Loading Dock and the mechanical exhaust in the loading dock together with the repair, maintenance and cleaning of the Loading Dock and any equipment associated with the Loading Dock.	47%	53%	5 and 3
SF14	Pest Control	Regular inspections of Shared Facilities for pest inspection and treatment of pests in Shared Facilities	44%	56%	5 and 1
SF15	Bulky Waste Room and Garbage Waste Room	Bulky Waste Room and Garbage Waste Room together with all equipment associated with such rooms and the cost of removal of waste and bulky items unless such Cost must be separately paid for by a Member, Occupier or Owner.	47%	53%	5 and 3
SF16	Roller shutter and intercom on lower ground floor	Repair, maintenance and replacement of the roller shutter and intercom on lower ground floor together with the cost of electricity where separately metered of the roller shutter and intercom	47%	53%	5 and 3
SF17	Caretaker toilet	Repair, maintenance and replacement of the caretaker toilet together with the cost of any items located in the caretaker toilet. The cost includes the provision of all products for the use of the caretaker toilet.	44%	56%	5 and 1
SF18	Community Room	Ground Level on Lot 2. The cleaning, repair, maintenance and	47%	53%	5 and 1

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

Approved Form 9	Strata Management Statement	(Sheet 116 of 132 sheets)
Registered:	Office Use Only	Office Use Only
 30/03/2020	SP101161	

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM RESPONSIBILITY AND APPOINTMENT		COST ALLOCATION METHOD
			Lot 1	Lot 2	
		replacement of the community room and any items in the community room unless such Cost is payable by a Member, Owner or Occupier under this management statement			
SF19	Communal Open Space	Communal Open Space adjacent to common boundary between Lot 1 and Lo2 and includes the cleaning, maintenance, repair and replacement of the landscaping, paving, seating, stairs, irrigation, lighting and BBQ	44%	56%	5 and 1
SF20	Overland flow path	Overland flow path between ground level of Schofields Farm Road and Jousse Crescent adjacent to the Communal Open Space and includes the regular cleaning and maintenance of such overland flow path	44%	56%	5 and 1
SF21	Pump Out	Pump out for the car park and driveway located on Lot 1 and includes all of the Service Equipment	90%	10%	5 and 2
SP22	Solar panels	Solar panels located on Buildings and includes the cleaning, maintenance, repair and replacement of the solar panels	44%	56%	5 and 1

COST ALLOCATION METHODS

This Section describes the cost allocation methods used for dividing Shared Costs.

Method 1

The proportion of the floor area of each Stratum Lot in relation to the total floor area of the Stratum Lots.

Method 2

The relative proportion of the number of car parking spaces allocated to each Stratum Lot.

Method 3

The relative proportion based on the total number of lots managed.

Approved Form 9	Strata Management Statement	(Sheet 117 of 132 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

Method 4

Proportion as required by the Strata Schemes Management Act 2015.

Method 5

Where a service is provided or metered for Lots 1 and 2 jointly, the allocation of the Cost of that service or the meter will be as follows:

Lot 1 \$90%

Lot 2 10%, then the appropriate Method is applied in relation to the 10%.

Approved Form 9	Strata Management Statement	(Sheet 118 of 132 sheets)
Registered:	Office Use Only	Office Use Only
 30/03/2020		SP101161

Approved Form 9	Strata Management Statement	(Sheet 119 of 132 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

Schedule 1 Architectural Code

1. Overview

1.1 Why have an Architectural Code?

The primary reasons for having an Architectural Code and controlling building works and the external appearance of Kew Schofields are:

- (a) to preserve the design integrity and architectural quality of Kew Schofields;
- (b) to recognise the different requirements of the residential and commercial components of Kew Schofields, while having proper regard to the common interest of each Party; and
- (c) to uphold property values for Owners.

1.2 Inconsistencies

If there is an inconsistency between a clause in this management statement and the Architectural Code, the clause in the management statement prevails.

2. Approvals from Government Agencies

2.1 What are your obligations?

Despite anything else in these bylaws, a Party must obtain all necessary approvals from Government Agencies before a Party carries out any works, erect new signs, or do anything else in Kew Schofields (including works approved or for which you need approval under the Architectural Code).

2.2 Compliance with development consents

A Party must comply with any development consents which apply to Kew Schofields.

Approved Form 9	Strata Management Statement	(Sheet 120 of 132 sheets)
Registered:	Office Use Only	Office Use Only
 30/03/2020		SP101161

2.3 Timing

Subject to this clause 2, a Party may apply for approval from a Government Agency to carry out works in the Residential Component of Kew Schofields only after you have obtained any necessary approval from the Committee.

2.4 Approving applications to Government Agencies

A Party must not unreasonably refuse to approve or sign an application to a Government Agency if the works contemplated in the application have been approved by the Committee.

3. Awnings

3.1 Awnings

An Awning must not be installed, erected or otherwise remain affixed to the Building or the Land.

4. Security devices

4.1 Installing security devices

Subject to this clause 4, a Party must have consent from the Committee and the Owners Corporation to install security devices including, without limitation, security doors or windows, screens, grilles, alarms or locks in its Lot or on Common Property.

4.2 Security doors and windows

The Committee and the Owners Corporation may consent to an application to install a security door or window in a Lot or on Common Property if the door or window:

- (a) is finished in a colour that matches the existing door or window frame; and
- (b) matches the full size of the existing door or window and does not detract from or dominate the existing detail.

Approved Form 9	Strata Management Statement	(Sheet 121 of 132 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

4.3 Alarms

A Party may install a security alarm in its Lot or on Common Property without consent from the Committee or the Owners Corporation if:

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

4.4 Obtaining consent to install an alarm

If the installation of a security alarm is attached to or interferes with Common Property or the Shared Facilities, a Party must obtain consent from the Committee or the Owners Corporation (as the case may be) before a Party installs the alarm.

4.5 Other security devices

A Party must have consent from the Committee and the Owners Corporation to install any type of security device not contemplated by this clause 4. The Committee and the Owners Corporation will generally consent to the installation of other security devices if:

- (a) the device is in keeping with the appearance of Kew Schofields;
- (b) the device is not likely to cause a nuisance to or interfere with the enjoyment of owners and occupiers;
- (c) the device is not likely to cause damage to a Lot;
- (d) the device is not likely to be a danger to owners and occupiers in Kew Schofields; and
- (e) the device complies with the Building Code of Australia (as defined in the Environmental Planning and Assessment Regulation 2000) and other applicable laws and regulations.

Approved Form 9	Strata Management Statement	(Sheet 122 of 132 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

4.6 CCTV system

- (a) If an Owner or Occupier wishes to install CCTV systems in their Lot, the Owner and Occupier must obtain the consent of the Committee and the Owners Corporation and otherwise comply with clause 4.6(b).
- (b) An Owner and Occupier must ensure that all CCTV systems installed does not point outside the Lot or otherwise towards any other Lot or neighbouring properties

5. External signage

A Party must not erect, affix or display a sign in the Lot or on the Building or Land.

5.1 Developer to erect Signage

Whilst the Developer, or a related entity, is the owner of a lot in the Stratum Plan or an owner of a lot in a Subdivision Plan, the Developer may erect signage and any advertising as determined by the Developer in the Developer's sole discretion.

6. Common Property Works and works to the Shared Facilities

6.1 Common Property

If an Owner or Occupier proposes to carry out Common Property Works, the Owner or Occupier must obtain consent from the relevant Owners Corporation before carrying out the works. However, the Owner or Occupier do not need consent from an Owners Corporation:

- (a) to carry out minor works inside the Strata Lot (eg. hanging pictures or installing shelving); or
- (b) if the works are Works and the Owner and Occupier has complied with clause **Error! Reference source not found..**

Approved Form 9	Strata Management Statement	(Sheet 123 of 132 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

7. Works affecting the external appearance of Kew Schofields

7.1 General obligations

If a Party proposes to carry out works to the external appearance of Kew Schofields, the Party must obtain consent from the Committee before carrying out the works.

7.2 Powers of the Committee

The Committee has the power to require the Party to remove any item the Party has placed, installed or retained in that part of Kew Schofields if it alters the external appearance of Kew Schofields and if:

- (a) the Party does not have consent from the Committee, the relevant Owners Corporation or relevant Government Agencies;
- (b) it detrimentally affects the external appearance of Kew Schofields; or
- (c) it is in breach of a provision under the Easements or the development consents applicable to Kew Schofields.

7.3 Colour schemes and paint work

The Owner and Occupier must have consent from the Owners Corporation to change the colour or surface of any wall, window, door, floor, ceiling or other surface in the Lot if:

- (a) the wall, window, door, floor, ceiling or other surface is visible from outside the Lot; and
- (b) the proposed colour or surface changes or is not in keeping with the external appearance of Kew Schofields.

Approved Form 9	Strata Management Statement	(Sheet 124 of 132 sheets)
Registered:	Office Use Only	Office Use Only
 30/03/2020		<h1>SP101161</h1>

Schedule 2 Appointment Form

Kew Schofields

Appointment Form

This form is for use by Members of the Committee who wish to appoint a new or replacement Representative or Substitute Representative. See clause 17 in the management statement for more information.

Date	
Your name	
Strata Scheme	

Part A

Appointment of a new Representative

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

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

Approved Form 9	Strata Management Statement	(Sheet 125 of 132 sheets)
Registered:	Office Use Only	Office Use Only
 30/03/2020	<h1>SP101161</h1>	

Part B

Appointment of a replacement Representative

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

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

Approved Form 9	Strata Management Statement	(Sheet 126 of 132 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

Part C

Appointment of a new Substitute Representative

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

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

Approved Form 9	Strata Management Statement	(Sheet 127 of 132 sheets)
Registered:	Office Use Only	Office Use Only
 30/03/2020		<h1>SP101161</h1>

Part D

Appointment of a replacement Substitute Representative

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

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

 Signature or execution by Member

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

Notes

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

Approved Form 9	Strata Management Statement	(Sheet 128 of 132 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

Schedule 3 Membership Form

Kew Schofields

Membership Form

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

Date	
Your name	
Lot owned	

Part A: New Member

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

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

Approved Form 9	Strata Management Statement	(Sheet 129 of 132 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

Part B: New tenant or licensee

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

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

Part C: Change of address details

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

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

Signature or execution by Member _____

Approved Form 9	Strata Management Statement	(Sheet 130 of 132 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

Schedule 4 Proxy Form

Kew Schofields

Proxy Form

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

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

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

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

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

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

Approved Form 9	Strata Management Statement	(Sheet 131 of 132 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

Signature of proxy

Notes

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

Approved Form 9	Strata Management Statement	(Sheet 132 of 132 sheets)
Registered:  30/03/2020	Office Use Only	Office Use Only SP101161

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

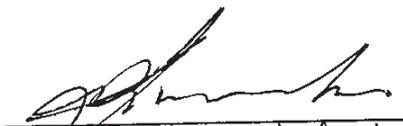
Full name of Witness (print)

131/95 BONAR ST WOLLI CREEK

Address of Witness

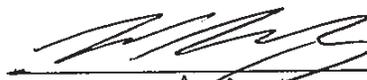
Execution of mortgagee

Executed by Mandap 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



INTERIM OCCUPATION CERTIFICATE

OC #

Date of Approval

Details of Property

Council Authority

Applicant

Development Consent

Development Consent (DA)

DA Approval Dates

Certifying Authority

Construction Approval

Construction Certificates

CC Approval Dates

Certifying Authority

Description of Development

Construction Of Stage 1A Containing 119 Units Over Basement Car Parking As Part Of A Staged Residential Development.

Approval Extent

Building Solution

NCC Building Classification	Residential			Commercial										
	1a	1b	10a	2	3	4	5	6	7a	7b	8	9a	9b	9c
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>								

Cost of Works

Scope of Approval

This Occupation Certificate relates to those works approved within the Development Consent and Construction Certificates for the construction of the overall development of Stage 1A and excludes the registration of the positive covenant.

Certifying Authority

Accreditation Details

Statement

- A current Development Consent is in force;
- A current Construction Certificate has been issued with respect to the building plans & specifications;
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia;
- The health & safety of the occupants has been considered;
- A Fire Commissioner report has been considered;
- A Final Fire Safety Certificate has been issued for the building
- This Occupation Certificate is issued in accordance with Section 109 of the Environmental and Planning Assessment Act 1979

Signature

Steven Saad - Accredited Certifier BPB-0794 (A1 - Unrestricted)

ACCREDITED A1 UNRESTRICTED CERTIFIERS • BCA CONSULTANTS • C10 FIRE SAFETY ENGINEERS • DISABLED ACCESS CONSULTANTS

Suite 2, Level 2, 2 Rowe Street, Eastwood NSW 2122 P (02) 9191 0400 F
(02) 9191 0401
admin@certified.net.au www.certified.net.au

Fire Safety Schedule

Existing Fire Safety Measures

None

Fire Safety Measure	Installed	Performance Standard
Access Panels, Doors & Hoppers to Fire Resisting Shafts	Yes	BCA Clauses C3.13, C1.1 AS1530.4-2014 and Manufacturers Specifications
Automatic Fail Safe Devices	No	
Automatic Fire Detection & Alarm	Yes	BCA Clause C3.5, E2.2, NSW Table E2.2a, Clause 8 of Specification E1.5, Clauses 3, 4 and 6 of Specification E2.2a AS1670.3-2004 and AS1670.1 - 2015, AS3786-1993, AS4428-1998 and AS/NZS 3013-2005, AS3000-2007 Fire Engineering Report No. 18181-R01, Issue No. 2, prepared by Innova Services dated 11/11/2019.
Automatic Fire Suppression Systems	Yes	BCA Clause E1.5, Specification E1.5, Clause 6 of Specification E2.2a AS2118.1-1999 and AS/NZS 3500.1-2013 Fire Engineering Report No. 18181-R01, Issue No. 2, prepared by Innova Services dated 11/11/2019.
Combined Fire Hydrant & Sprinkler System	No	
Emergency Evacuation Plan & Procedures	No	
Emergency Lifts	No	
Emergency Lighting	Yes	BCA Clauses E4.2, E4.4 AS 2293.1 -2005
Exit Signs	Yes	BCA Clauses E4.5, NSW E4.6, E4.8 AS 2293.1 - 2005 and AS 2293.3-2005 Fire Engineering Report No. 18181-R01, Issue No. 2, prepared by Innova Services dated 11/11/2019.
Fire Alarm Monitoring Communication Link	Yes	Clause 3.2 of AS2118.1-1999, AS1670.3- 2004, AS4428.6-1997 & AS/NZS 3013-2005
Fire Control Centres & Rooms	No	
Fire Dampers	Yes	BCA Clauses C3.4, C3.12 AS1530.4-2014, AS1668.1-2015 and AS1682.1 & 2 -1990
Fire Doors	Yes	BCA Clauses C2.12, C2.13, C3.4, C3.8, C3.11 AS1905.1-2015
Fire Hose Reel Systems	Yes	BCA Clause E1.4 AS2441-2005 and AS/NZS3500.1-2013
Fire Hydrant Systems	Yes	BCA Clause E1.3 AS2419.1 - 2005, AS2941-2013, AS/NZS 3013-2005 and AS/NZS 3500.1-2013 Fire Engineering Report No. 18181-R01, Issue No. 2, prepared by Innova Services dated 11/11/2019.
Fire Protected Timber	No	
Fire Rated Lift Landing Doors	Yes	BCA Clause C3.10 AS1735.11-1986
Fire Seals - Electrical	Yes	BCA Clauses C3.15, C3.16, Specification C3.15 AS1530.4-2014 and AS4072.1 -2005, Manufacturers Specifications
Fire Seals - Plumbing	Yes	BCA Clauses C3.15, Specification C3.15 AS1530.4-2014 and AS4072.1 -2005, Manufacturers Specifications

Fire Shutters - Carpark	No	
Fire Shutters - External Openings	No	
Fire Windows	No	
Floor, Wall & Ceiling Fire Hazard Properties	Yes	BCA Clause C1.10, Clause 3, 4, 6 & 7 of BCA Specification C1.10
Lightweight Construction	Yes	BCA Clauses C1.1, C1.8, C3.16, Specifications C1.1, C1.8 AS1530.4-2014 and Manufacturers specifications
Mechanical Air Handling Systems - Automatic Shutdown	No	
Mechanical Air Handling Systems - Carpark Ventilation System	Yes	BCA Clause E2.2, NSW Table E2.2a Clause 5.5 of AS/NZS1668.1-2015, AS4254.1-2012 and AS4254.2-2012 Fire Engineering Report No. 2018/399, Revision 1.0, prepared by Steven Grubits & Associates dated 08/02/2019.
Mechanical Air Handling Systems - Exit Pressurisation	No	
Mechanical Air Handling Systems - Smoke Exhaust System	No	
Mechanical Air Handling Systems - Zone Smoke Control	No	
Paths of Travel	Yes	BCA Clause D1.6, D1.10 EP&A Regulations 2000 Fire Engineering Report No. 18181-R01, Issue No. 2, prepared by Innova Services dated 11/11/2019.
Perimeter Emergency Vehicle Access	No	
Portable Fire Extinguishers	Yes	BCA Clause E1.6, Table E1.6 AS2444 - 2001
Radiant Heat Attenuation Screens	No	
Safety Curtain In Proscenium Opening	No	
Sliding Fire Doors	No	
Smoke & Heat Vents	No	
Smoke And Heat Alarms	Yes	BCA Clause E2.2, Clause 3 of Specification E2.2a AS3786-2014
Smoke Curtains	No	
Smoke Dampers	No	
Smoke Doors	No	
Smoke Proof Walls	No	
Smoke Seals	No	
Solid Core Doors	No	
Sound System And Intercom System For Emergency Purposes	No	
Standby Power Systems	No	
Wall-Wetting Drenchers - External Openings	No	
Wall-Wetting Drenchers - Fire Shutter	No	
Warning & Operational Signs	Yes	BCA Clauses D3.6, D2.23, E3.3, E3.9, E3.10 Clause 183 of the E P and A Regulation 2000 Fire Engineering Report No. 18181-R01, Issue No. 2, prepared by Innova Services dated 11/11/2019.
Performance Solution BCA Clause D1.4 - Exit travel distances (carpark) - To have a travel distance to a point of choice	Yes	Fire Engineering Report No. 18181-R01, Issue No. 2, prepared by Innova Services dated 11/11/2019.

within the car park areas on Lower Ground Floor of up to 33 m (worst case), in lieu of 20 m.

BCA Clause D1.4 - Exit travel distances (residential) - To have a travel distance from Unit LG05 on lower ground floor to a single exit of up to 21m, in lieu of 20 m.

To have a travel distance from the furthest unit entry door to a single exit of up to 10 m within Lobby A1 & Lobby A2 on Levels 1 to 4, in lieu of 6 m.

BCA Clause D1.6 - Dimensions of exits and paths of travel to exits - To have an unobstructed exit width within a part of all fire stairs of approx. 800 mm (due to handrail), in lieu of 1 m.

To have an unobstructed exit width within part of fire stair (FS A.3) on Ground Floor of approx. 950 mm, in lieu of 1 m.

To have an unobstructed clear height within the storage room on Lower Ground Floor of approx. 1900 mm (due to sprinkler head), in lieu of 2 m.

BCA Clause D1.7(b) - Discharge from fire isolated exits - To have the fire-isolated exits discharge within the confines of the building on Ground Floor which is not open for at least 2/3 of its perimeter (approx. 24%) and covered areas which is not open for at least 1/3 of its perimeter (approx. 8%), in lieu of complying with BCA Clause D1.7(b).

BCA Clause D1.7(c) - Path of travel from fire isolated exits - To have the path of travel from the fire-isolated exits necessitate passing within 6 m of unprotected openings (i.e. lobby glazing and units) within the external walls of the building, in lieu of openings being protected in accordance with BCA Clauses D1.7(c) and C3.4. Further, the path of travel necessitate passing within 6m of unprotected air-intake louvres to the car parking level below.

BCA Clause D1.7(b) - Fire isolated stairway serving hydrant pump room - To have the fire-isolated stairway serving the fire hydrant pump room discharge at a level which is a stair flight below the road, in lieu of discharging directly to a road /open space.

BCA Clause E1.3 - Fire hydrant booster assembly - To have the fire hydrant booster assembly located external to the building and within 10 m of an external wall of the building, in lieu of complying with AS 2419.1-2005.

BCA Specification E1.5 - Location of sprinkler alarm valves - To have the sprinkler alarm valves being located together with the fire hydrant

<p>pumps in a dedicated fire services room on Basement Level 1, in lieu of having direct egress to road or open space.</p> <p>BCA Clause C2.6 - To not provide spandrel separation to the residential lobby areas of Blocks A2 & A3. The horizontal projections to the balconies of various residential units do not extend at least 450mm past the openings concerned. To provide vertical spandrel separation behind full height windows via the use of a Hebel panel that will not be installed strictly in accordance with a tested system. The system, as installed, will achieve the required fire rating from the outside only, in lieu of achieving the required fire rating in both directions.</p> <p>BCA Clause D1.3 - Fire-isolated exit FSA.8 serving the basement level and the fire services pump room does not comprise a fire rated lid on lower ground floor. That is, the fire-isolated exit is open to the sky on lower ground floor.</p> <p>BCA Clause D2.20 - To have various exit doors into the fire-isolated exits encroach by more than 500mm on the required width of each respective exit.</p> <p>BCA Clause F3.1 - To have the unobstructed ceiling height within various storage cages reduced to ~1.8m, in lieu of being at least 2.1m. To have part of the unobstructed ceiling height to the underside of a duct within the mechanical plant room on basement level reduced to ~1.7m, in lieu of being at least 2.1m.</p>		
<p>Performance Solution</p> <p>BCA Clause E2.2 - The car park uses multiple jet fans to blow from supply air locations to exhaust points on each floor of the basement car park.</p>	<p>Yes</p>	<p>Fire Engineering Report No. 2018/399, Revision 1.0, prepared by Steven Grubits & Associates dated 08/02/2019.</p>

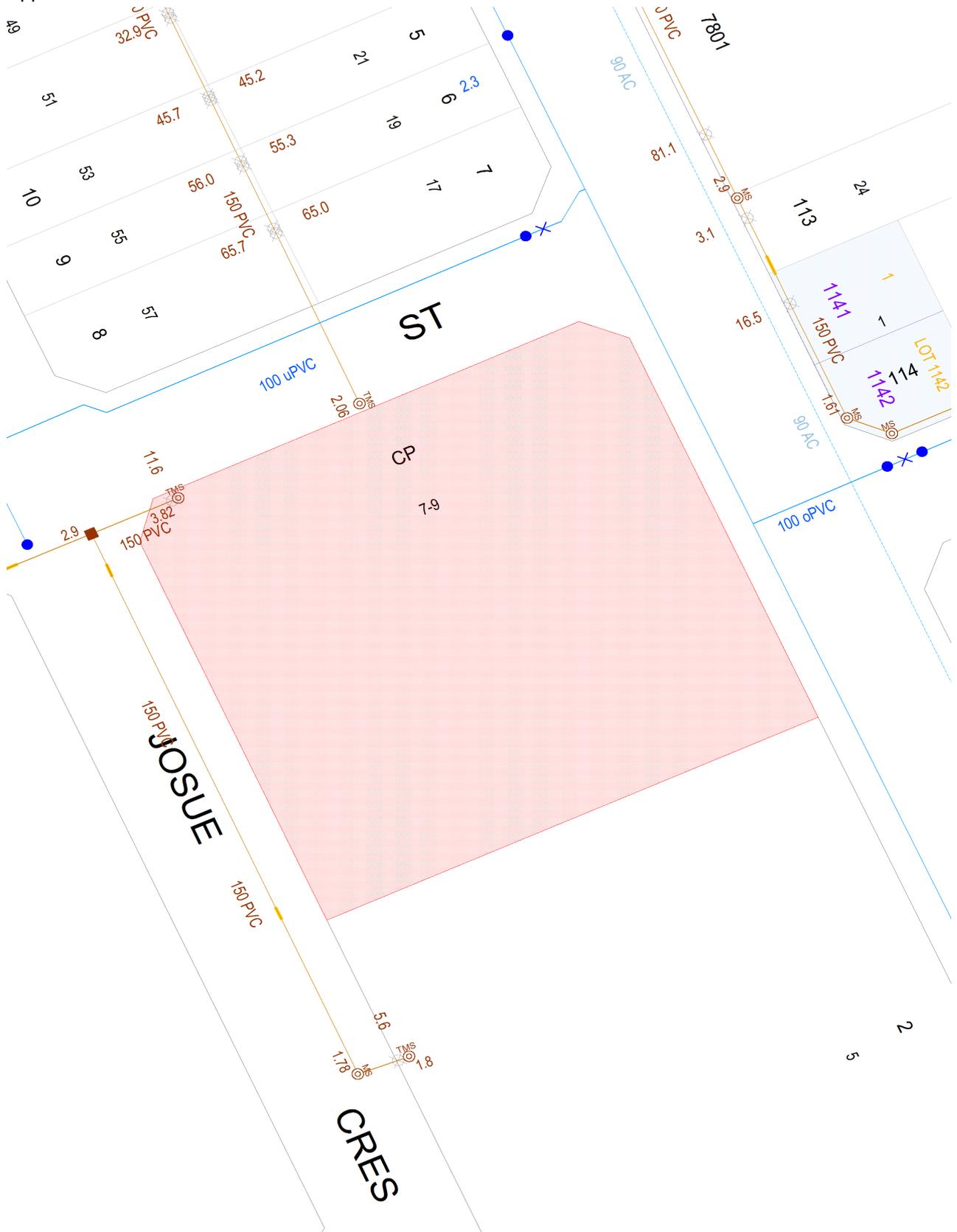
Occupation Certificate Documentation

Annexure	Titled	Dated
1.	Occupation Certificate Application Form	
2.	Final Fire Safety Certificate	12/12/2019
3.	Mandatory Inspection Records by Certified Building Specialists	29/11/2019
4.	Acoustic Verification	Various
5.	Adaptable Certification	04/01/2019
6.	Balustrades & Handrails Structural Adequacy Certificate By Australian Consulting Engineers Pty Ltd	09/01/2019
7.	Bond Agreement	25/07/2019
8.	Bond Receipt	16/06/2019
9.	Boral Test Report	18/10/2019
10.	Builders Certification By Alpine Project	30/04/2018
11.	CCTV Certification By Epsilon Security Pty Ltd	25/11/2019
12.	CCTV Inspection Bu Sure Search	29/11/2019
13.	Certification Of Building Colours And Finishes By BC&A Associate	16/07/2019
14.	Compaction Test Report By Geo-Logic Solutions	26/11/2019
15.	Compaction Test Report By Geo-Logic Solutions	17/10/2019
16.	Condition 10.5.4 - Council Approval	08/06/2018
17.	Conditions 12.4.1 & 12.4.2 - RMS Approval	20/11/2019
18.	Council Fees	04/06/2019
19.	Final Survey By Usher & Company	11/03/2019
20.	Fire Engineering Certificate By Innova Services	02/12/2019
21.	Geotechnical Engineer's Report Submission To Council	29/11/2019
22.	Graffiti Management Plan Council Approval	02/02/2019
23.	Landscape Completion Certificate By Landscaping By Design Pty Ltd	30/09/2019
24.	Material Quality Summary Report By Dirt Doctors	19/11/2019
25.	Powder Coated Items Certificate By Power Distribution Australia	01/04/2019
26.	Powder Coating Approval	29/08/2019
27.	Right Of Way - Plan Registration Notice	22/11/2019
28.	RMS Approval Letter	04/09/2019
29.	Section 73 Compliance Certificate	18/11/2019
30.	SEPP 65 Design Verification By BC&A Associates	27/11/2019
31.	Stormwater Compliance By Triaxial Consulting	25/11/2019
32.	Strata Agreement By Strata Community Australia	11/09/2019
33.	Streetlight Fee - Council Receipt	-
34.	Structural Adequacy Certificate - Awnings & Pergolas By Australian Consulting Engineers P/L	04/04/2019
35.	Structural - OSD By Triaxial Consulting	04/09/2019
36.	Structural Ramp & Slab By Triaxial Consulting	11/09/2019
37.	Structural Certification - Works In Progress By Triaxial Consulting	20/12/2018
38.	Structural Engineering Certification - Louvres By Australian Consulting Engineers P/L	12/10/2018
39.	Structural Engineering Certification - Pt Slabs & Roof By PTC Consulting	15/11/2019
40.	Structural Engineering Certification By Triaxial Consulting	08/07/2019
41.	Structural OSD Certificate Submission To Council	25/11/2019
42.	Structural Engineering Certification By Triaxial Consulting	15/11/2019
43.	Submission Of Various Conditions To Council	12/10/2019
44.	Surveyor Certificate - Easement for Services By Veris Australia Pty Ltd	11/11/2019
45.	Termite Protection By Alpine Projects	16/09/2019
46.	Total Maintenance Plan Submission To Council	11/11/2019
47.	Traffic Certification By Transport And Traffic Planning Associates	19/11/2019
48.	Utility Providers	28/11/2019
49.	W H And S Certification By Productive Safety	15/11/2019
50.	Waste Contract By Ozzi Waste Management	06/11/2019
51.	Works As Executed Stormwater Drainage Plan	21/11/2018
		28/10/2019

Annexure	Titled	Dated
52.	Access Panels Doors & Hoppers To Fire Resisting Shafts By Elephants Foot	12/12/2019
53.	Automatic Fire Detection & Alarm System Compliance Certificate By Carrier Electrical Services (Aust) P/L	25/11/2019
54.	Emergency And EXIT Sign Lighting Installation Compliance Certificate By Carrier Electrical Services (Aust) P/L	25/11/2019
55.	Fire Alarm Monitoring Compliance Certificate By Romteck Grid Pty Ltd	26/11/2019
56.	Fire Dampers Compliance Certificate By Epicair Pty Ltd	18/11/2019
57.	Fire Doors Compliance Certificate By MIB Services	06/11/2019
58.	Fire Hose Reel Compliance Certificate By On Time Plumbing Australia P/L	25/11/2019
59.	Fire Hydrant System Compliance Certificate By On Time Plumbing Australia P/L	25/11/2019
60.	Fire Seals Completion Certificate - Plumbing By On Time Plumbing Australia P/L	31/10/2019
61.	Fire Seals Compliance Certificate By Carrier Electrical Services (Aust) P/L	25/11/2019
62.	Fire Suppression System Compliance Certificate By Extinguished Fire (NSW) P/L	25/11/2019
63.	Floor, Wall & Ceiling Fire Hazard Properties Compliance Certificate By Colourful Carpet	29/10/2019
64.	Light Weight Construction Certificate By Blueprint Construction & Building	24/11/2019
65.	Mechanical Air - Carpark Ventilation Compliance Certificate By Epicair Pty Ltd	18/11/2019
66.	Paths Of Travel Compliance Certificate By Alpine Projects Australia Pty Ltd	25/11/2019
67.	Portable Fire Extinguishers Compliance Certificate By Extinguished Fire (NSW)	22/11/2019
68.	Warning & Operational Signs Compliance Certificate By IC360 Projects	22/11/2019
69.	Acoustic - Floor Insulation Certificate Compliance Certificate By Colourful Carpet	29/10/2019
70.	Acoustic - Plant & Services Construction Compliance Certificate By Epicair P/L	04/11/2019
71.	Acoustic - Wall, Ceiling & Roof Construction Compliance Certificate By Blueprint Construction & Building	03/11/2019
72.	Acoustic Seals Compliance Certificate By MIB Services	06/11/2019
73.	Autoclaved Aerated Concrete Compliance Certificate By Blueprint Construction & Building	04/11/2019
74.	Basix Compliance Certificate	14/11/2019
75.	Basix Receipt	19/12/2019
76.	Building Sealing Compliance Certificate By Aquaroom Tiling Services	30/10/2019
77.	Building Sealing Compliance Certificate By A-Tech Australia Pty Ltd	05/11/2019
78.	External Cladding Certificate By Alpine Projects	04/11/2019
79.	External Lighting Installation Compliance Certificate By Carrier Electrical Services (Aust) P/L	25/11/2019
80.	External Series By Living Tiles	13/08/2019
81.	Gas Installation Compliance Certificate By On Time Plumbing Australian Pty Ltd	31/10/2019
82.	General Electrical Compliance Certificate By Carrier Electrical Services (Aust)	25/11/2019
83.	General Mechanical Services Certification By Epicair Pty Ltd	22/11/2019
84.	General Plumbing Compliance Certificate By On Time Plumbing Australian P/L	25/11/2019
85.	Glazing Balustrades Compliance Certificate By Sloane Accessories Pty Ltd	24/10/2019
86.	Glazing External Compliance Certificate By A-Tech Australia Pty Ltd	05/11/2019
87.	Glazing External Compliance Certificate By Natural Lighting Products	05/11/2019
88.	Glazing Shower Screens Compliance Certificate By Sunny International	01/11/2019
89.	Matt Series - Slip Rating By Livingtiles	13/08/2019
90.	Passenger Lift Certificate By Schindler	24/10/2019
91.	Protection of Enclosures Compliance Certificate By Alpine Projects Australia P/L	14/11/2019
92.	Roof & Ceiling Insulation Compliance Certificate By Blueprint Constructions & Building	03/11/2019
93.	Sarking Installation Compliance Certificate By Blueprint Constructions & Building	03/11/2019
94.	Slip Resistance Floor Covering Compliance Certificate By Living Tiles	22/10/2019

Annexure	Titled	Dated
95.	Wall Insulation Compliance Certificate By Blueprint Constructions & Bulding	03/11/2019
96.	Waterproofing Compliance Certificate By Aquaroom Tiling Services	30/10/2019

Service Location Print
Application Number: 8001656624



Document generated at 16-05-2022 12:21:07 PM

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Applicant Details

Your reference 4598

INFO TRACK
DX 578
SYDNEY

Certificate Details

Certificate no.	PL2022/07235	Fee: \$53.00
Date issued	16 May 2022	Urgency fee: N/A
Receipt no.	ePay Ref 213741	

Property information

Property ID	393033	Land ID	391548
Legal description	LOT 8 SP 101161		
Address	G 1/7 SCHOFIELDS FARM ROAD TALLAWONG NSW 2762		
County	CUMBERLAND	Parish	GIDLEY

PLANNING CERTIFICATE (Section 10.7(2))

Blacktown City Council prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*.

Disclaimer

Blacktown City Council gives notice and points out to all users of the information supplied herein, that the information herein has been compiled by Council from sources outside of Council's control. While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like.

Blacktown City Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.

Section 10.7(2)

The following information is provided under Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*. The information relates to the subject land at the date of this Certificate.

This Note only applies to land affected by one or more of the previous State Environmental Planning Policies (SEPPs), where applicable:

- 1. State Environmental Planning Policy (Sydney Region Growth Centres) 2006**
- 2. State Environmental Planning Policy (State Significant Precincts) 2005**
- 3. Sydney Regional Environmental Plan No 30—St Marys**
- 4. State Environmental Planning Policy (Western Sydney Parklands) 2009**
- 5. State Environmental Planning Policy (Western Sydney Employment Area) 2009**
- 6. State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.**

Please note that the above SEPPs were repealed on 1 March 2022. From the 1 March 2022, the following State Environmental Planning Policies apply as follows:

- ***State Environmental Planning Policy (Precincts – Central River City) 2021 applies where:***
 - o Appendix 3, 4, 6, 7 or 12 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.***
 - o Appendix 7 or 10 of repealed State Environmental Planning Policy (State Significant Precincts) 2005 applied.***
- ***State Environmental Planning Policy (Precincts – Western Parklands City) 2021 applies where:***
 - o Appendix 5 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.***
 - o Sydney Regional Environmental Plan No 30—St Marys applied.***
 - o State Environmental Planning Policy (Western Sydney Parklands) 2009 applied.***
 - o State Environmental Planning Policy (Western Sydney Employment Area) 2009 applied.***
 - o State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applied.***

Any reference to repealed SEPPs numbered 1-6 above in this Certificate means either of the SEPPs identified above.

Note that the content of the SEPP has not changed.

1. Names of relevant planning instruments and development control plans

1.1 Environmental Planning Instrument

As at the date of this certificate the abovementioned land is not affected by Blacktown Local Environmental Plan 2015.

The land is affected by the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*.

1.2 Proposed Local Environmental Plans

On 16 August 2021, Council placed a housekeeping amendment Planning Proposal to amend Blacktown Local Environmental Plan 2015.

The proposal amends:

- Clause 4.1AA Minimum subdivision lot size for community title schemes, and Clause 4.1A Minimum subdivision lot size for strata plan schemes, to remove inconsistency with Clause 4.1(4) Minimum subdivision lot size,
- Clause 4.1 C relating to the subdivision of a lawfully erected dual occupancy development on a corner lot, by including an objective and clarifying what is defined as a corner lot, and
- Schedule 1 – Additional permitted uses to update the legal description of No 22 John Hines Avenue, Minchinbury
- A copy of the Planning Proposal is available on the NSW Planning Portal:
<https://pp.planningportal.nsw.gov.au/ppr/pre-exhibition/housekeeping-amendment-no2-blacktown-local-environmental-plan-2015>

1.3 State Environmental Planning Policies

Attachment 1 contains a list of State Environmental Planning Policies that may apply to the carrying out of development on the subject land.

1.4 Proposed State Environmental Planning Policies

The following draft State Environmental Planning Policies (SEPPs) or Explanation of Intended Effects (EIE) are currently on exhibition or have been exhibited. For further information refer to <https://www.planningportal.nsw.gov.au/draftplans>

- The draft State Environmental Planning Policy (Design and Place) 2021 and supporting guides were placed on exhibition on 10 December 2021. The draft State Environmental Planning Policy (Design and Place) 2021 will supersede the existing State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development, and State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004, with relevant provisions transferred across.

- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 29 October 2021 to 30 November 2021 to amend State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Fun SEPP).
- The amendment proposes to support hospitality, events and arts industries through the use of exempt and complying development. For more information visit <https://www.planningportal.nsw.gov.au/the-fun-SEPP>
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 31 March to 9 May 2021 to amend State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Building Business Back Better).
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 March and 12 May 2021 to review Clause 4.6 of the Standard Instrument Local Environmental Plan
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 2 March to 16 March 2020 to amend State Environmental Planning Policy (State and Regional Development) 2011 to facilitate the efficient delivery of upgrades to existing water treatment facilities in NSW
- The NSW Department of Planning, Industry and Environment exhibited and Explanation of Intended Effect from 20 November to 17 December 2020 to amend the Infrastructure SEPP related to health services facilities.
- The NSW Department of Planning, Industry and Environment exhibited and Explanation of Intended Effect from 20 November to 17 December 2020 to amend the State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- The NSW Department of Planning, Industry and Environment exhibited and Explanation of Intended Effect from 26 August to 2 November 2020 to recommend the creation of a new State Environmental Planning Policy for strategic conservation planning
- The NSW Department of Planning, Industry and Environment exhibited a Flood Prone Land Package from the 30 April to 25 June 2020
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 7 September to 28 September 2018 to amend State Environmental Planning Policy (Sydney Region Growth Centres) 2006
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 October 2017 and 31 January 2018 for the proposed Environment SEPP.

1.5 Development control plans

As at the date of this certificate the abovementioned land is affected by the NSW Government's *Blacktown City Council Growth Centre Precincts Development Control Plan 2018*.

Blacktown Development Control Plan 2015 generally does not apply to land that a Precinct Plan applies to, except where specifically referred to in the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* or the *Growth Centre Precincts Development Control Plan 2018*.

2. Zoning and land use under relevant environmental planning instruments

The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 Zoning

Under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*, the land is zoned:

Zone R3 Medium Density Residential

Below is an extract from the principal Environmental Planning Instrument, outlining the types of development that may or may not be carried out in the above zone.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Group homes; Manor homes; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat repair facilities; Boat sheds; Business premises; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Electricity generating works; Entertainment facilities; Extractive industries; Freight transport facilities; Function centres; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industries; Information and education

facilities; Marinas; Mortuaries; Office premises; Passenger transport facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Restriction facilities; Retail premises; Rural supplies; Rural workers' dwellings; Service stations; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Waste management facilities; Waste or resource management facilities; Wholesale supplies.

2.2 Minimum land dimensions for the erection of a dwelling house

Not applicable

2.3 Critical habitat

The land does not include or comprise a critical habitat.

Note: Critical habitat registers are kept by the National Parks and Wildlife Service under the *Threatened Species Conservation Act 1995* and the Department of Fisheries under the *Fisheries Management Act 1994*.

2.4 Conservation areas

The land is not within a conservation area.

2.5 Environmental Heritage

The land does not contain an item of environmental heritage under the protection of State Environmental Planning Policy (Sydney Region Growth Centres) 2006

3. Complying development

Complying development may or may not be carried out on the subject land under an Environmental Planning Policy. Council does not have sufficient information to determine the extent to which specific complying development may or may not be carried out.

4. Coastal protection

The subject land is not affected by the operation of Sections 38 or 39 of the *Coastal Protection Act, 1979*.

5. Mine subsidence

The subject land has not been proclaimed to be a mine subsidence district within the meaning of Section 15 of the *Mine Subsidence Compensation Act 1961*.

6. Road widening and road realignment

The subject land is not affected by road widening or road realignment under an environmental planning instrument.

7. Council and other public authority policies on hazard risk restrictions

7.1 Contaminated Lands Policy and Asbestos Policy (Schedule 6)

Council has adopted a Contaminated Lands Policy and an Asbestos Policy which may restrict development on the subject land.

The Land Contamination Policy applies when zoning or land use changes are proposed on land which has previously been used for certain purposes or has the potential to be affected by such purposes undertaken on nearby lands. The Asbestos Policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. Both policies should be considered in the context of relevant State legislation and guidelines.

Council's records may not be sufficient to determine all previous uses on the land, or determine activities that may have taken place on this land.

7.2 Other policies on hazard risk restrictions

Council has not adopted any other policies to restrict the development of the subject land by reason of the likelihood of landslip, bushfire, tidal inundation, subsidence or the occurrence of acid sulphate soils.

Note: Although Council has not adopted a specific policy to restrict development bushfire prone land, it is bound by state-wide bushfire legislation that may restrict development on the subject land. Additional information relating to bushfire prone land is provided at point 11 below.

7a. Flood related development controls information

The Flood Inundation maps prepared by Council are based on results of Engineering flood studies commissioned by Government authorities or Council. The information provided in this section is general advice based on Council's current adopted flood mapping. For more detailed flood information, please contact Council's Flooding Section and/or email Floodadvice@blacktown.nsw.gov.au

8. Land reserved for acquisition

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 makes provision for land included on the Land Reservation Acquisition Map to be acquired by a public authority.

9. Contributions plans

Council currently levies contributions under Section 7.11 of the *Environmental Planning & Assessment Act 1979* for facilities and services. The further development of the subject land may incur such contributions.

Contributions Plan No. 20 - Riverstone and Alex Avenue Precincts applies to the subject land.

9a. Biodiversity certified land

The land is biodiversity certified land as defined by Part 7AA of the *Threatened Species Conservation Act 1995*.

10. Biobanking agreements

The land is not subject to any biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995*.

11. Bushfire prone land

The Rural Fires and Environmental Assessment Legislation Amendment Act 2002, which came into force on 1 August 2002, introduced development provisions for bush fire prone land as shown on a Bush Fire Prone Land Map. "Bush fire prone land" is land that has been designated by the Commissioner of the NSW Rural Fire Service as being bush fire prone due to characteristics of vegetation and topography. The land the subject of this certificate has been identified on Council's Bush Fire Prone Land Map as being:

Clear of any bush fire prone land

On land that is bush fire prone, certain development may require further consideration under Section 4.14 or Section 4.46 of the *Environmental Planning & Assessment Act 1979* and under Section 100B of the *Rural Fires Act 1997*.

12. Property vegetation plans

The subject land is not affected by a property vegetation plan under the *Native Vegetation Act 2003*. The Blacktown local government area is excluded from the operation of the *Native Vegetation Act 2003* (refer Schedule 1 Part 3 of that Act).

13. Orders under *Trees (Disputes Between Neighbours) Act 2006*

No. Council has not been notified of any order made under the *Trees (Disputes Between Neighbours) Act 2006* in relation to the subject land.

14. Site compatibility certificates and conditions for seniors housing

Land to which this Certificate applies is not subject to the above.

15. Site compatibility certificates for infrastructure

Land to which this Certificate applies is not subject to the above.

16. Site compatibility certificates and conditions for affordable rental housing

Land to which this Certificate applies is not subject to the above.

17. Paper subdivision information

Not applicable

18. Site verification certificates

Council is not aware of any site verification certificate applying to the subject land.

Under the *Contaminated Land Management Act 1997* and *Contaminated Land Management Amendment Act 2008*

- (a) The land to which this certificate relates has not been declared to be significantly contaminated land at the date when the certificate was issued
- (b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued
- (c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued
- (d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued
- (e) The land to which this certificate relates is not the subject of a site audit statement provided to the Council.

19. Affected building notices and building product rectification orders

19.1 Affected building notices

Council is not aware of any affected building notice in force for the subject land.

19.2 Building product rectification orders

- (a) Council is not aware of any building product rectification order in force for the subject land.
- (b) Council is not aware of any notice of intention to make a building product rectification order being given for the subject land.

Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 2.1 of this Certificate, the following State Environmental Planning Policies may also affect the development on the subject land:

State Environmental Planning Policy (Housing) 2021

The principles of this policy include to enable development of diverse housing types, including purpose-built rental housing, encourage the development of housing that will meet the needs of housing that will meet the needs of low income, vulnerable and seniors and people with a disability, and ensure housing developments with reasonable level of amenity.

This policy is the consolidation of repealed policies including the Affordable Rental Housing SEPP (2009), Housing for Seniors SEPP (2004), SEPP No 21 Caravan Parks, SEPP 70 Affordable Housing.

Note that General savings provisions apply for the repealed instruments in accordance with Schedule 7 Savings and transitional provisions of Housing SEPP 2021.

State Environmental Planning Policy (Building Sustainability Index (BASIX) 2004

This policy aims to ensure consistency in the implementation of the BASIX scheme throughout the State by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

This policy is proposed to be repealed and consolidated into the draft Design and Place SEPP 2021 which is on exhibition until 28 February 2022.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This policy is also known as the Codes SEPP and includes a number of Codes that allow for certain types of development to be undertaken without the need for council approval as either Exempt Development or approved under a fast track system known as Complying Development, if the relevant standards are met.

State Environmental Planning Policy No 65 - Design Quality of Apartments

This policy aims to improve the design quality of residential apartment development through the application of 9 design quality principles. The policy also provides requirements for a constituted design review panel to provide independent expert advice to council on the merit of residential flat

developments. A design review panel is not mandatory.

This policy is proposed to be repealed and consolidated into the draft Design and Place SEPP 2021 which is on exhibition until 28 February 2022.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

The SEPP contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- the land use planning and assessment framework for koala habitat.
- provisions which establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray.
- provisions seeking to protect and preserve bushland within public open space zones and reservations.
- provisions which aim to prohibit canal estate development.
- provisions to support the water quality objectives for the Sydney drinking water catchment.
- provisions to protect the environment of the Hawkesbury-Nepean River system.
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries.
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries.
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Industry and Employment) 2021

This SEPP contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

State Environmental Planning Policy (Planning Systems) 2021

The Planning Systems SEPP:

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure.
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment.
- allows the Planning Secretary to elect to be the concurrence authority for certain development that

requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Primary Production) 2021

This SEPP contains planning provisions:

- to manage primary production and rural development including supporting sustainable agriculture.
- for the protection of prime agricultural land of state and regional significance as well as regionally significant mining and extractive resources.

State Environmental Planning Policy (Precincts - Central River City) 2021

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this SEPP are located in the Central River City.

This city is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Precincts - Western Parkland City) 2021

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this SEPP are located in the Western Parkland City.

This city is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Resilience and Hazards) 2021

This SEPP contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the Coastal Management Act 2016.
- to manage hazardous and offensive development.
- which provides a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

State Environmental Planning Policy (Resources and Energy) 2021

This SEPP contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW.
- which aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area by identifying land which contains extractive material of regional significance.

State Environmental Planning Policy (Transport and Infrastructure) 2021

This SEPP contains planning provisions:

- for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery.
- for child-care centres, schools, TAFEs and Universities.
- planning controls and reserves land for the protection of three corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line).
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

End of Certificate