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- (d) damage to the Plant Room and/or the Building caused directly by an Owner or Occupier (or their nominated contractor) must be made good by and at the cost of the Owner or Occupier in a proper and workmanlike manner and to the satisfaction of the Committee; and
- (e) an Owner or Occupier must cause as little inconvenience as is practicable to other Owners and Occupiers.

50. Bulky Waste Storage Room

50.1 Residential Component

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


50.2 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.

51. Loading Dock

51.1 Shared Facility

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

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51.2 Appointments for Residential Component

- (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.

51.3 Rules

- (a) 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:
 - (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.

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- (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 51, 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 51.3, 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 51.3(d).


51.4 Amendment

Despite any other provision of this Statement, the Committee must not propose to amend or repeal this clause 51 other than by Unanimous Resolution.

52. Visitor Car Parking

52.1 Visitor Car Parking

- (a) The Residential Visitors Car Parking Spaces may be used by visitors.
- (b) An Owner or Occupier must not:
 - (i) park a vehicle in a Residential Visitors Car Parking Space;
 - (ii) enter into a lease or licence, or permit the entry into a lease or licence, for a Residential 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 Residential Visitor Car Parking Space.
- (c) All Members, Owners and Occupiers who are or whose visitors are entitled to use the Residential Visitor Car Parking Spaces must ensure that they and their respective visitors:
 - (i) give the licence plate of every visitor to the Facilities Manager;
 - (ii) use the Residential Visitor Car Parking Spaces for car parking in accordance with clause 52.1(a) only and not for any other purposes, including for the storage of goods or waste products;

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- (iii) keep the Residential Visitor Car Parking Spaces free of obstruction; and
- (iv) do not park in the Residential Visitor Car Parking Spaces for a continuous period of time exceeding 24 hours.
- (d) If a Member, Owners or Occupier does not comply with this clause 52.1, the Facilities Manager may arrange for any vehicle or other item to be removed from the Residential Visitors Car Parking Spaces 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 52.1.

52.2 Amendment

Despite any other provision of this Statement, the Committee must not propose to amend or repeal this clause 53 other than with the consent of the Building A Component and Building B Component.

53. Bicycle Parking Areas


53.1 Shared Facility

The bicycle parking facilities in the Bicycle Parking Areas are Shared Facilities as follows:

- (a) in relation to Residential Bicycle Parking Area - the Members of the Building A Component and Building B Component; and
- (b) in relation to the Visitor Bicycle Parking Area - All Members, Owners and Occupiers.

53.2 Rules

- (a) All Owners and Occupiers and where applicable, visitors of the Owners and Occupiers entitled to use the bicycle parking facilities in the Bicycle Parking Areas must:
 - (i) use the bicycle parking facilities in the Bicycle Parking Areas in accordance with this statement and the reasonable rules determined by the Committee from time to time;
 - (ii) ensure that all locks affixed to the bicycles racks are removed after use;

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- (iii) not permit any bicycles to be stored on the Common Property other than in the Bicycle Parking Areas or such other area as may be designated by the Committee from time to time as a bicycle parking area; and
- (iv) not permit any bicycle to be kept in any part of the Building including the foyer, stairwells, hallways, garden areas, walkways, balcony, terrace or other parts of the Building, other than as designated under this clause.
- (b) Bicycles that are in a state of disrepair must not be stored in the Bicycle Parking Areas or any other part of the Building.
- (c) Motorcycles must not be stored in the Bicycle Parking Areas.

53.3 Amendment

Despite any other provision of this Statement, the Committee must not propose to amend or repeal this clause 53 other than by Unanimous Resolution.

54. Car Wash Bay

54.1 Use of the Car Wash Bay


The Car Wash Bay is a Shared Facility for use by the Owners and Occupiers of Lots.

54.2 Electrical charge points

The Car Wash Bay may include charge points which allow for charging of electric vehicles.

54.3 Rules

- (a) The Car Wash Bay may only be used:
 - (i) for washing of vehicles between the hours of 8.00am and 8.00pm or other hours as nominated from time to time by the Committee; and
 - (ii) if applicable, for use of electrical charge points between the hours of 8.00pm to 8.00am only.
- (b) All Members, Owners and Occupiers must:
 - (i) comply with all relevant Laws and with any rules made by the Committee in respect of the Car Wash Bay from time to time; and

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- (ii) Leave the Car Wash Bay in a clean and tidy condition and remove all rubbish after use.
- (c) No vehicles may be parked in the Car Wash Bays other than for the purpose of car washing or if applicable, the charging of electric vehicles.
- (d) The Committee may make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Car Wash Bay.
- (e) Members, Owners and Occupiers entitled to use the Car Wash Bays must comply with any rules made by the Committee.

54.4 Amendment

Despite any other provision of this Statement, the Committee must not propose to amend or repeal this clause 54 other than by Unanimous Resolution.


55. Grease Arrestor

55.1 Use of Grease Arrestor

The Grease Arrestor is a Shared Facility for use by the Owners and Occupiers.

55.2 Maintenance

- (a) The Committee:
 - (i) is responsible for the operation, cleaning, maintenance, repair and replacement of the Grease Arrestor;
 - (ii) must use reasonable endeavours to ensure that there is no build up of grease that may attract vermin or create fire risk or other hazards; and
 - (iii) must use reasonable endeavours to ensure that the operation, cleaning, repair and maintenance of the Grease Arrestor is carried out in a manner that minimizes odour.
- (b) If the Committee requires access to a Lot in order to comply with clause 55(a), the Owner or Occupier of the Lot must provide access to the Committee on reasonable notice (except in the case of an emergency where no notice is required).

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55.3 Amendment

Despite any other provision in this statement, the Committee may not propose to amend or repeal this clause 55 without first obtaining the prior written approval of the Owners and Occupiers.

56. Provision of Services

56.1 What are the powers of the Committee?

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

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

56.2 When can the Committee supply Services

The Committee has the power to supply Services in addition to those in clause 56.1 to Members, Owners or Occupiers if:


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

56.3 Power to enter into contracts

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

56.4 Disconnecting a Service

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


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

56.5 Matters the Committee must take into account

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

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

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Part 8 Miscellaneous

57. Disputes

57.1 Interpretation

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

57.2 Resolution of Disputes

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

57.3 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.


57.4 Dispute Notice

A party may give another party a Dispute Notice if they are unable to resolve their Dispute under clause 57.2. In the Dispute Notice the party must:

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

57.5 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

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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 Geneva or by telephone conference.

57.6 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.

57.7 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.


57.8 Instructions to the expert

The parties must instruct the expert to:

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

57.9 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.

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57.10 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.

57.11 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.

57.12 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.

57.13 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.

58. Notices

58.1 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;

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(d) sent to the Current Fax Number of the addressee; or

(e) emailed in accordance with clause 58.7.

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

58.2 When does a notice take effect?

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

58.3 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).

58.4 Receipt – fax

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

58.5 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.

58.6 Receipt – general

Despite clause 58.3 and 58.4, 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.

58.7 Notices by email

Any notices may be issued to a Member, Owner or Occupier in accordance with the provisions of the *Electronic Transactions Act 2000*.

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59. GST

59.1 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.

59.2 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.

59.3 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.

59.4 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.


60. General

60.1 Discretion in exercising rights

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

60.2 Partial exercise of rights

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

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60.3 Approvals and consents

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

60.4 Conflict of interest


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

60.5 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.

60.6 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.

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Part 9 Works and further subdivisions

61. Carrying out Works

61.1 Obligations before you carry out Works

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

- (a) subject to clause 61.3, from the Committee;
- (b) your Owner's Corporation; and
- (c) from Government Agencies.

61.2 When to apply for government authority approval

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


61.3 Exclusions

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

- (a) required to be carried out in accordance with an order by a Government Agency or proper authority (including Court orders);
- (b) if you are an owner unless such Works will detrimentally affect the Shared Services; or
- (c) development approval Works which were approved by the relevant Government Agencies before the date of registration of this management statement,

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

- (d) if clause 67 applies.

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62. Application process

62.1 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 9 (except clause 67) of the management statement.

62.2 What information must you include in your application?


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

- (a) be in writing;
- (b) be addressed to the Secretary of the Committee (or the strata manager of your Owner's Corporation depending on who may give consent to the application);
- (c) include the plans, drawings and other documents specified by the Committee according to this Part 9 for the type of Works for which you are seeking approval;
- (d) include the descriptions and samples of exterior materials and colours and external light fittings if they are available;
- (e) include a report setting out the impact of the Works on Shared Facilities, including how the Member proposes to minimise interruption to the Shared Facilities; and
- (f) include a report from a suitably qualified engineer setting out the effect of the Works on the structural integrity of Geneva.

62.3 Minimum requirements for Works

The Works must not:

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

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62.4 Additional information

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

62.5 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.

62.6 Time frame for making a decision

Subject to this clause 62, 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).

62.7 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.

63. Approval process


63.1 Standing Approvals by the Committee

The Committee has the power to make Standing Approvals to approve Works or actions under this Part 9 (except for works under clause 67).

63.2 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;

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

63.3 Revoking an approval

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

63.4 Additional obligations for an Owner's Corporation

An Owner's Corporation must promptly:

- (a) advise the Committee in writing when it grants consent to an Owner or Occupier to carry out Works under its by-laws or this Part 9; and
- (b) provide the Committee with a copy of the application by the Owner or Occupier to carry out Works and consent given by the Owner's Corporation.

64. Procedures for carrying out Works


64.1 Procedures before you carry out Works

Before you carry out Works under this Part 9 (except for works under clause 67), you must:

- (a) obtain all necessary consents required from Government Agencies;
- (b) comply with the Architectural Code;
- (c) arrange with the Committee and, where applicable, your Owner's Corporation, a suitable time and means by which to access the area in which you will carry out the Works;
- (d) comply with the reasonable requirements of the Committee and your Owner's Corporation about the time and means by which you must access Geneva; and
- (e) 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 Geneva to carry out the Works.

64.2 Procedures when you carry out Works

When you carry out Works under this Part 9, you must:

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

65. Giving approval to subdivisions


65.1 Subdivisions which create Stratum Lots

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

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

65.2 Subdivisions which create Strata Schemes

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

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- (a) the proposed subdivision by a Strata Plan does not detrimentally and substantially affect your use of Shared Facilities or costs contributed to Shared Facilities;
- (b) if the Owner of the Stratum Lot is required to register a strata management statement with the Strata Plan, the proposed strata management statement to be lodged for registration with the Strata Plan is in the form of this management statement with the exception of the following changes:
 - (i) amendments required to ensure compliance with the *Strata Schemes (Freehold Development) Act 1973* (NSW); and
 - (ii) amendments to the terminology used in this management statement required to accommodate the strata subdivision (eg. expanding the definition of Owner to include owners of a Strata Lot); and
 - (iii) your rights and obligations under this management statement would not be detrimentally and substantially affected by the proposed strata management statement.

65.3 Deemed consent

In the event that your consent is required by the Owner of a Stratum Lot under this clause 65, then you must provide that consent within 28 days of the request by the Owner of the Stratum Lot otherwise you will have deemed to have consented to the subdivision.

65.4 Endorsement of consent

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


65.5 Paying costs

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

66. Contributions if a Subdivision Plan is registered

66.1 Contributions

If a Stratum Lot (or part of a Stratum Lot) is subdivided by a Subdivision Plan, the proportion of Administrative Fund and Sinking Fund contributions which the new Member must

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contribute is equal to the amount which the Owner of the subdivided lot must contribute according to the Shared Facilities list as determined in accordance with clause 42.1 and as amended following the operation of clause 66.2.

66.2 Procedure for assessing contributions if a Subdivision Plan is registered


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

- (a) the Member which has subdivided the relevant Stratum Lot or part of a Stratum Lot (**Subdividing Member**) must, within 14 days after registration of the Subdivision Plan, notify the Committee of the share each new Member will contribute towards the Administrative Fund and Sinking Fund;
- (b) if the Subdividing Member does not provide notice within 14 days, the Committee must give the Subdividing Member notice of the share each new Member (and the Subdividing Member (if applicable)) should, in the opinion of the Committee acting reasonably, contribute to towards the Administrative Fund and Sinking Fund; and
- (c) if the Subdividing Member does not notify the Committee of a different share within seven days after receiving the notice under clause 66.2(b), the shares recommended by the Committee will apply.

67. Construction Period

67.1 Development Works

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

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- (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 67.1.
- (d) The Owners and Occupiers must not interfere or delay the Developer in the Developer carrying out the Development Works.

68. Building B By-Laws

68.1 Purpose

The Building B By-Laws regulate the management and operational issues affecting the Building B Component until such time as the Building B Component is the subject of a separate Strata Scheme. They contain requirements with which an Owner or Occupier of the Building B Component must comply including:

- (a) requirements for use and operation of Building B Component; and
- (b) the payment of costs in relation to the Building B Component; and
- (c) insurance requirements for the Owner and Occupiers of the Building B Component.

68.2 Who must comply with the Building B By-Laws?


All Owners or Occupiers of the Building B Component must comply with the Building B By-Laws until such time as the Building B Component is the subject of a separate Strata Scheme.

68.3 Consents under the Building B By-Laws

Nothing in the Building B By-Laws gives an Owner or Occupier of the Building B Component consent to do anything which is prohibited or regulated by the Strata Management Statement. A consent under the Building B By-Laws does not relieve an Owner or Occupier of the Building B Component from obligations to obtain consents under the Strata Management Statement.

68.4 Inconsistencies between the Building B By-laws and the Strata Management Statement

If there is an inconsistency between the Building B By-Laws and the Strata Management Statement, the Strata Management will prevail.

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Part 10 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 33 to pay for the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Sinking Fund costs.

Apartment means a Lot in the Building A Component and Building B Component.

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

Architectural Code means the architectural code in the form of Schedule 2 as amended from time to time.

Bicycle Parking Areas means the Residential Bicycle Parking Area.

Bin Collection Room means the garbage collection room located on basement level 1 which is a Shared Facility.

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

Building A Component means lot 1 in the Stratum Plan as subdivided a Strata Plan.

Building B By-Laws means the by-laws in Schedule 6.

Building B Component means lot 2 in the Stratum Plan as subdivided a Strata Plan.


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

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

Car Wash Bay means the car wash bay located on basement 2 for the purpose of washing cars.

Chairperson means the chairperson of the Committee.

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

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Common Property has the meaning given in the Management Act.

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

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

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

Determination Notice means a written notice given by a party according to clause 57.6.

Developer means 3Co Penrith Pty Ltd ACN 607 142 209 and its successors, assigns, employees, agents and contractors.

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

Development Consent means development consent number DA590/2016 granted by Council (as amended from time to time).


Development Works means:

- (a) any form of demolition works, excavation work or landscaping work on Geneva, including in relation to the Building;
- (b) any form of building work or work ancillary to or associated with building work on the Geneva including, without limitation, the installation of Services;
- (c) the staging of construction or strata registration;
- (d) the use and/or operation and/or fitout of any part of the Geneva; and/or
- (e) any form of work other than the forms of work referred to in paragraph (a) and (b) of this definition which is considered necessary or desirable by the Developer;

and as otherwise in accordance with the Development Consent.

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

- (a) the construction of this management statement;
- (b) the rights or obligations of the Committee, a Member, an Owner or an Occupier under this management statement;

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- (c) amounts which the Committee determines for Administrative Fund or Sinking Fund contributions;
- (d) the Committee passing or failing to pass a Resolution; or
- (e) the operation, maintenance, repair or replacement of a Shared Facility.

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

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

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

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


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

Fire Safety Device means any item in Geneva 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 Geneva in an emergency (eg. fire stairs);
- (e) notifies the Fire Brigade (and any other emergency agency) of smoke, heat, fire or an emergency in Geneva;
- (f) retards the spread of smoke, heat or fire through Geneva;
- (g) extinguishes fires in Geneva (eg. hose reels and fire extinguishers); or
- (h) complies with statutory controls for fire safety.

Geneva means the land and buildings comprised in the Building A Component and Building B Component.

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

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Grease Arrestor means the grease arrestor and the associated plant and equipment located on the Land.

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

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

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

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

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

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

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

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

Member means the Owners Corporation of the Building A Component and the Owner of the Building B Component.

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

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


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

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

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

Officer means the Secretary, Treasurer or Chairperson.

Original Owner means 3Co Penrith Pty Ltd ACN 607 142 209.

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

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

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

Plant Room means a plant room located in the Building for the purpose of installation and use of plant and related equipment.

Proxy Form means a form in or to the effect of the form in Schedule 4.

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

Residential Bicycle Parking Area means the spaces on basement 2 or any other area designated for the parking of bicycles (excluding motor bikes).

Residential Garbage Room means the garbage room designated for the use of the Residential Component.

Residential Owner's Corporation means The Owners – Strata Plan

Residential Visitors Car Parking Spaces means the car parking spaces located in basements 2 and 3 or any other area designated for use by visitors for the Building A Component and Building B Component.

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 Geneva and Shared Facilities.

Secretary means the secretary of the Committee.

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

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

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

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

Shared Facilities means:

- (a) the items in clause 42.2 and Schedule 1;
- (b) services, facilities, machinery, equipment and other items used by two or more Members;
- (c) costs for items like the Strata Manager, Facilities Manager and premiums for insurances effected by the Committee; and
- (d) other facilities and services nominated by or according to this management statement as Shared Facilities.

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

Standing Approval means approvals granted by the Committee or an Owner's Corporation according to clause 62.1.

Strata Lot means a lot in a Strata Scheme.

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

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


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

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

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

Subdivision Plan means:

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

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

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

Treasurer means the Treasurer of the Committee.

Works means:

- (a) all building and landscaping works that affect the exterior appearance of Geneva means the land and buildings comprised in the Building A Component and Building B Component.
- (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.

you means a Member, Owner or Occupier.

70. Rules of interpretation

70.1 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.