Registered:	Office Use Only	Office Use Only

Building Management Statement

NINETY ONE

91 McIntosh Road, Narraweena, NSW 2099

Note: This building management statement has effect as an agreement under seal binding:

(a) each owner for the time being of any part of the building or its site affected by the statement; and

(b) any mortgagee in possession or lessee or sublessee of any part of the building or its site affected by the statement.

(See section 196I Conveyancing Act 1919)

The provisions of this Building Management Statement incorporate and are subject to the provisions implied by clause 6, Schedule 8A *Conveyancing Act 1919*, except to the extent this Building Management Statement provides otherwise.

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PARTICULARS

1 Building

Building part	Description	Stratum Lot in Registered Stratum Plan	Address
Residential Lot	Apartments and associated car parking	1	91 McIntosh Road, Narraweena, NSW 2099
Commercial Lot	Retail/commercial suites and associated car parking	2	91 McIntosh Road, Narraweena, NSW 2099

2 Development Proprietor

The Original Owner

3 Voting Table

Member	Number of votes
Residential Lot	1
Commercial Lot	1

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SECTION ONE – INTRODUCTION

1. OVERVIEW

1.1 The Building

(a) The Building to which this Statement relates is a mixed use building comprising the several separate parts described in the Particulars.

(b) Each part is comprised within a Stratum Lot in the Registered Stratum Plan.The Building is managed by a committee called the Building Management Committee (see Section 5 for more information on the committee).

2. THIS STATEMENT

2.1 Effect

This Statement:

(a) has been entered into pursuant to Part 23 Division 3B of the *Conveyancing Act 1919* (NSW);

(b) regulates the arrangements between each of the separate parts of the Building; and

(c) has effect as an agreement under seal binding the parties referred to on sheet 1.

2.2 Effect of registration of a Strata Plan

(a) The Owner of the Residential Lot may (but is not obliged to) subdivide that lot by a Strata Plan.

(b) The Owner of the Commercial Lot may (but is not obliged to) subdivide that lot by a Strata Plan.

(c) If subdivision of either the Residential Lot or the Commercial Lot occurs, in accordance with section 99(2) of the Development Act the Registrar-General may waive the requirement for a strata management.

(d) If this occurs, in accordance with s196J of the *Conveyancing Act 1919* (NSW) this Statement ceases to have effect as a Building Management Statement and has effect as a Strata Management Statement.

(e) Further, the following clauses will cease to apply, with the matters the subject of those clauses being dealt with by the by-laws registered with the relevant Strata Plan:

(i) clause 35 (dealing with the Grease Arrestor);

(ii) clause 36 (dealing with the Riser) and

(iii) clause 7.6(dealing with limitation on numbers); and

(iv) clause 7.7 (dealing with Short-term Rental Accommodation Arrangements).

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3. ORIGINAL PROPRIETOR

3.1 Not bound

The Original Proprietor is not bound by the following:

(a) Section 3; and

(b) Section 4.

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SECTION 2 – CONDUCT AND ACTIVITIES OF THE PARTIES

4. CONDUCT OF PARTIES

4.1 General obligations

(a) Each Party must:

(i) comply with its obligations in this Statement;

(ii) comply with the directions of the Building Management Committee;

(iii) not hinder the implementation of decisions of the Building Management Committee;

(iv) in an emergency, give access to each other Party over all Fire Exit Areas located in its part of the Building;

(v) permit the Shared Facilities which are located in its part of the Building to remain on site and not be removed except at the direction of the Building Management Committee;

(vi) permit unrestricted access to the Shared Facilities which are located in its part of the Building by:

(A) the Building Management Committee;

(B) the Strata Managing Agent;

(C) the Facilities Manager;

(D) any party to whom the Building Management Committee may have contracted to Repair the Shared Facilities;

(E) any person authorised by the Building Management Committee; and

(F) any other person authorised by this Statement; and

(vii) take all reasonable actions to ensure its visitors do not do anything to breach the provisions of this Statement and leave the Building if they are in breach.

(b) Each Owner of a Strata Lot must make a copy of this Statement available to each Occupier of their lot and make it a provision of any lease, licence or other agreement or arrangement with that Occupier that it comply with its obligations in this Statement.

(c) Each Owner of a Stratum Lot must make a copy of this Statement available to each Occupier of their lot and make it a provision of any lease, licence or other agreement or arrangement with that Occupier that it comply with its obligations in this Statement.

4.2 Invitees

(a) Each Party is responsible for the actions of its Invitees.

(b) Each Party must take all reasonable steps to ensure its Invitees comply with this Statement.

(c) If a Party cannot comply with by-law 4.2(a), then that party must:

(i) withdraw their consent to their Invitee being on or remaining in the Building; and

(ii) request that Invitee immediately leave the Building.

(d) If this Statement prohibits a Party from doing a thing, that party must not allow its Invitee to do that thing.

(e) Each Party must ensure its Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Party or Invitee in the Building.

(f) Each Party must reimburse another Party any cost, expense or charge incurred by that party as a result of any act or omission of the Party's Invitees or as a result of its Invitees breaching this Statement.

5. BY-LAWS

5.1 Obligation of Members

(a) If the by-laws for a Strata Scheme are breached then, at the request of the Building Management Committee, the Owners Corporation for that scheme must do all things necessary to enforce the by-laws against the party who has breached the by-laws.

(b) Each Member who is an Owners Corporation must ensure the by-laws for its Strata Scheme are not inconsistent with this Statement. If there is inconsistency, then at the next annual general meeting following a request from the Building Management Committee, the Owners Corporation must pass the necessary resolutions to amend its by-laws to rectify the inconsistency.

SECTION 3 – RESIDENTIAL LOT

6. BEHAVOUR AND RESPONSIBILITY IN THE BUILDING

6.1 Parties bound by this clause

This clause binds Owners and Occupiers of Apartments in the Residential Lot.

6.2 General obligations

(a) Owners and Occupiers must be adequately clothed when in the Building.

(b) Owners and Occupiers must not break a Law when in the Building.

(c) Owners and Occupiers must ensure their children:

(i) are accompanied by a responsible adult when playing in the Building; and

(ii) unless accompanied by a responsible adult, do not enter areas of the Building that are likely to be dangerous to children.

6.3 Prohibited behaviour

Owners and Occupiers must not:

(a) make noise or behave in a way likely to interfere with another Owner's or Occupier's peaceful enjoyment or use of the Building;

(b) use language or behave in a manner likely to cause offence or embarrassment to another person in the Building;

(c) obstruct the lawful use of the Building by any person;

(d) smoke tobacco or other substances while in the Building;

(e) play loud music or live music which is likely to interfere with another person's peaceful enjoyment of the Building;

(f) do anything which is illegal while in the Building;

(g) bring or permit to be brought, a heavy article which might cause structural damage to any part of the Building;

(h) damage or deface any part of the Building;

(i) interfere with the Shared Facilities;

(j) damage any lawn, plant, tree or garden in the Building;

(k) use part of a lawn, plant or garden in the Building for their own purpose;

(l) place, hang on or attach any item of any kind on any external part of their Apartment;

(m) attach or install a satellite dish to any part of their Apartment visible from outside the Apartment;

(n) park or stand a Vehicle on any part of the Building unless authorised to do so;

(o) interfere with or obstruct fire stairs or fire escapes;

(p) interfere with the operation of equipment installed in the Building; or

(q) use power outlets in the Building for their own private use or access or use electricity "house" supply or meters for their own private use.

7. OCCUPATION AND USE OF APARTMENTS

7.1 Parties bound by this clause

This clause binds Owners and Occupiers of Apartments in the Residential Lot.

7.2 Occupation and use

(a) Owners and Occupiers must:

(i) comply with all Laws relevant to the occupation and use of their Apartment; and

(ii) regularly clean the internal and external glass surfaces and windows of their Apartment which is not the responsibility of the Member of the Residential Lot to clean.

(b) Owners and Occupiers must not:

(i) store or use any chemical, liquid, gas or flammable material in their Apartment unless it is to be used in the lawful, permitted use of their Apartment;

(ii) use or occupy or allow their Apartment to be used or occupied:

(A) for any unlawful purpose; or

(B) for any purpose that may affect, lessen or damage the reputation of the Building;

(iii) cause annoyance, disturbance or nuisance to other Owners and Occupiers';

(iv) allow tobacco smoke or other substances to emit from their Apartment;

(v) break any Law whilst in their Apartment;

(vi) place or hang laundry, towels, rugs, bedding or any other similar item on or in any part of their Apartment that is visible from outside their Apartment;

(vii) keep anything which is visible from outside their Apartment which is inconsistent with the visual aesthetics of the Building;

(viii) operate or allow to operate any device or electronic equipment in their Apartment which interferes with any appliance lawfully in use in the Building or another Apartment;

(ix) place, attach or hang from any part of their Apartment or any part of the Building any aerial or any security device or wires; or

(x) install or operate an intruder alarm in their Apartment which emits an audible signal.

7.3 Window coverings

(a) Owners and Occupiers must not:

(i) tint the windows of their Apartment with mirror reflective tint; or

(ii) fix any item to the inside or outside of the windows or doors of their Apartment other than:

(A) flyscreens to the windows which match existing screens in the Building (if any) and which are otherwise in compliance with the architectural integrity of the Building and which are approved by the Building Management Committee;

(B) child safety devices to the windows which comply with the Legislation and which are otherwise in compliance with the architectural integrity of the Building and which are approved by the Building Management Committee;

(C) white or neutral coloured curtains to the windows on the inside of the roller blinds and which are otherwise in compliance with the architectural integrity of the Building and which are approved by the Building Management Committee; and

(D) any item approved under the following sub clause.

(b) Owners must not fix any item (including curtains, blinds, sun shades, shutters, sun shades, awning and security bars) to the inside or outside of the windows or the doors on the boundary of their Apartment unless it is approved by the Building Management Committee.

7.4 Balconies

(a) Owners and Occupiers must not place on, attach to or hang from their Balcony an item of any kind other than an item permitted by by-law 7.4(b).

(b) Owners and Occupiers may place furniture, pots, plants and landscaping items on their Balcony if the item:

(i) is furniture which is of high quality and in keeping with the design, aesthetics and quality of the Building;

(ii) has received the prior approval of the Building Management Committee;

(iii) is in a class of items that has been approved by the Building Management Committee; or

(iv) is permitted by a Rule.

(c) Owners and Occupiers must:

(i) keep their Balconies clean, tidy and in good repair; and

(ii) clean the Balcony rails and posts on a regular basis to prevent corrosion, rusting and weathering.

(d) Owners and Occupiers must not:

(i) use their Balcony for storage purposes;

(ii) allow water to escape from their Balcony;

(iii) install an automatic sprinkler system on their Balcony;

(iv) install any taps or hoses on their Balcony; or

(v) use any hoses on their Balcony.

7.5 Barbeques

(a) Barbeques may only be operated if they have a cover and are covered when cooking is taking place.

(b) Owners and Occupiers must not:

(i) place or operate a charcoal or wood burning barbeque in their Apartment; or

(ii) permit smoke or odour to emit from a barbeque in their Apartment.

7.6 Limitation on numbers

(a) The number of adults who may reside in an Apartment who are not related to each other is limited to 2 adults for each bedroom.

(b) For the purposes of this by-law:

(i) a bedroom is a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a planning approval; and

(ii) a person is related to another person who resides in the Apartment if:

(A) the person is the parent, guardian, grandparent, son, daughter, grandchild, brother, sister, uncle, aunt, niece, nephew or cousin of the other person; or

(B) the person is such a relative of the other person's spouse or de facto partner or former spouse or de facto partner; or

(C) the person is the spouse or de facto partner of the other person; or

(D) the person is the carer of, or is cared for by, the other person; and

(E) a person who is also an Aboriginal person or Torres Strait Islander is also related to another person if the person is, or has been, part of the extended family or kin of the person according to the indigenous kinship system of the person's culture.

7.7 Short term rental accommodation

(a) Owners and Occupiers must not:

(i) use or permit their Apartment to be used for the purposes of a Short-term Rental Accommodation Arrangement; or

(ii) advertise their Apartment or permit their Apartment to be advertised for a Short-term Rental Accommodation Arrangement,

unless the Apartment is the principal place of residence of that Owner or Occupier.

(b) Owners and Occupiers who enter into a Short-term Rental Accommodation Arrangement permitted by this clause must:

(i) notify the Building Management Committee (such notification must be to the party and by the means notified by the Building Management Committee from time to time) of the Owner's or Occupier's intention to carry out a Short-term Rental Accommodation Arrangement; and

(ii) provide the Building Management Committee in advance information (to the party and by the means notified by the Building Management Committee from time to time) of the details of each arrangement (including the name of the guests, their contact details, their dates of arrival and departure and how many there are); and

(iii) ensure their Invitees comply with this Management Statement and the directions of the Building Management Committee when in the Building.

7.8 Commercial operations

(a) The Building Management Committee must be notified by an Owner or Occupier:

(i) who is carrying out or intends to carry out; or

(ii) who permits or intends to permit any person to carry out,

commercial operations from their Apartment.

(b) Owners and Occupiers must not carry out commercial operations from their Apartment without prior written approval of the Building Management Committee..

(c) Owners and Occupiers must notify the Building Management Committee if there is any change in the use of their Apartment or proposed change in the use of their Apartment.

(d) On request by the Building Management Committee, each Owner and Occupier must give the Building Management Committee a copy of the consents it holds in connection with commercial operations being carried out in their Apartment.

7.9 False alarms

Owners and Occupiers must compensate the Building Management Committee the costs incurred by it for any false fire alarm caused by that Owner or Occupier or emanating from the Owner' or Occupier's Apartment. The Building Management Committee may assume a false fire alarm was caused by an Owner or Occupier or emanated from an Owner's or Occupier's Apartment if it is so advised by Fire and Rescue NSW or a fire monitoring contractor engaged by the Building Management Committee.

7.10 Utilities

Owners and Occupiers are responsible to pay and must pay, all monies separately charged to or levied on their Apartment for utilities consumed in connection with their Apartment, whether charged or levied by an Authority or the Building Management Committee.

8. WORK

8.1 Parties bound by this clause

This clause binds Owners and Occupiers of Apartments in the Residential Lot and the Member for the Residential Lot.

8.2 Approval

Work may not be carried out to the Residential Lot without the prior written approval of the Building Management Committee.

9. ACTIVITIES IN THE COMMERCIAL LOT

9.1 Parties bound by this clause

This clause binds Owners and Occupiers of Apartments in the Residential Lot and the Member for the Residential Lot.

9.2 Acknowledgement and agreement

(a) The parties bound by this clause acknowledge the following about the Commercial Lot:

(i) various activities are conducted from the Commercial Lot: these include but are not limited to the preparation and sale of food, outdoor seating and activities, extended trading hours, noise, garbage removal, the playing of music, entertainment and other related activities; and

(ii) there may be Development Activities.

(b) The parties bound by this clause agree the following about the Commercial Lot:

(i) they will not object to any activities being conducted from the Commercial Lot;

(ii) they will not hinder or prevent activities being conducted from the Commercial Lot; and

(iii) they each indemnify and agree to keep indemnified the Member for the Commercial Lot and Owners and Occupiers in the Commercial Lot for any cost, loss, charge or expense incurred by those parties as a result of breach of the obligations in this clause.

SECTION 4 – COMMERCIAL LOT

10. BEHVIOUR AND RESPONSIBILTIY IN THE BUILDING

10.1 Parties bound by this clause

This clause binds Owners and Occupiers of Premises in the Commercial Lot.

10.2 General obligations

(a) Owners and Occupiers must be adequately clothed when in the Building.

(b) Owners and Occupiers must not break a Law when in the Building.

10.3 Prohibited behaviour

Owners and Occupiers must not:

(a) make noise or behave in a way likely to interfere with another Owner's or Occupier's peaceful enjoyment or use of the Building;

(b) use language or behave in a manner likely to cause offence or embarrassment to another person in the Building;

(c) obstruct the lawful use of the Building by any person;

(d) smoke tobacco or other substances while in the Building;

(e) play loud music or live music which is likely to interfere with another person's peaceful enjoyment of the Building;

(f) do anything which is illegal while in the Building;

(g) bring or permit to be brought, a heavy article which might cause structural damage to any part of the Building;

(h) damage or deface any part of the Building;

(i) interfere with the Shared Facilities;

(j) damage any lawn, plant, tree or garden in the Building;

(k) use part of a lawn, plant or garden in the Building for their own purpose';

(l) place, hang on or attach any item of any kind on any external part of their Premises;

(m) attach or install a satellite dish to any part of their Premises visible from outside the Premises;

(n) park or stand a Vehicle on any part of the Building unless authorised to do so;

(o) interfere with or obstruct fire stairs or fire escapes;

(p) interfere with the operation of equipment installed in the Building; or

(q) use power outlets in the Building for their own private use or access or use electricity "house" supply or meters for their own private use.

11. OCCUPATION AND USE OF PREMISES

11.1 Parties bound by this clause

This clause binds Owners and Occupiers of Premises in the Commercial Lot.

11.2 Occupation and use

(a) Owners and Occupiers must:

(i) comply with all Laws relevant to the occupation and use of their Premises; and

(ii) regularly clean the internal and external glass surfaces and windows of their Premises which is not the responsibility of the Member of the Commercial Lot to clean.

(b) Owners and Occupiers must not:

(i) store or use any chemical, liquid, gas or flammable material in their Premises unless it is to be used in the lawful, permitted use of their Premises;

(ii) use or occupy or allow their Premises to be used or occupied:

(A) for any unlawful purpose; or

(B) for any purpose that may affect, lessen or damage the reputation of the Building;

(iii) cause annoyance, disturbance or nuisance to other Owners and Occupiers'

(iv) allow tobacco smoke or other substances to emit from their Premises;

(v) break any Law whilst in their Premises;

(vi) place or hang laundry, towels, rugs, bedding or any other similar item on or in any part of their Apartment that is visible from outside their Premises;

(vii) keep anything which is visible from outside their Premises which is inconsistent with the visual aesthetics of the Building;

(viii) operate or allow to operate any device or electronic equipment in their Premises which interferes with any appliance lawfully in use in the Building or another Premises;

(ix) place, attach or hang from any part of their Premises or any part of the Building any aerial or any security device or wires; or

(x) install or operate an intruder alarm in their Premises which emits an audible signal.

11.3 Window coverings

(a) Owners and Occupiers must not:

(i) tint the windows of their Premises with mirror reflective tint; or

(ii) fix any item to the inside or outside of the windows or doors of their Premises other than:

(A) flyscreens to the windows which match existing screens in the Building (if any) and which are otherwise in compliance with the architectural integrity of the Building and which are approved by the Building Management Committee;

(B) child safety devices to the windows which comply with the Legislation and which are otherwise in compliance with the architectural integrity of the Building and which are approved by the Building Management Committee;

(C) white or neutral coloured curtains to the windows on the inside of the roller blinds and which are otherwise in compliance with the architectural integrity of the Building and which are approved by the Building Management Committee; and

(D) any item approved under the following sub clause.

(b) Owners must not fix any item (including curtains, blinds, sun shades, shutters, sun shades, awning and security bars) to the inside or outside of the windows or the doors on the boundary of their Premises unless it is approved by the Building Management Committee.

11.4 False alarms

Owners and Occupiers must compensate the Building Management Committee the costs incurred by it for any false fire alarm caused by that Owner or Occupier or emanating from the Owner' or Occupier's Premises. The Building Management Committee may assume a false fire alarm was caused by an Owner or Occupier or emanated from an Owner's or Occupier's Premises if it is so advised by Fire and Rescue NSW or a fire monitoring contractor engaged by the Building Management Committee.

11.5 Utilities

Owners and Occupiers are responsible to pay and must pay, all monies separately charged to or levied on their Premises for utilities consumed in connection with their Premises, whether charged or levied by an Authority or the Building Management Committee.

11.6 Laws

Owners and Occupiers must:

(a) comply with the requirements of all Laws and the requirements of, and notices from, all Authorities;

(b) obtain and comply with all relevant Development Consents;

(c) if Development Consent is required to conduct an activity on their Premises, not conduct that activity without that consent;

(d) not use or occupy their Premises, or permit any other person to do so, in contravention of a Law or without the requisite Development Consent; and

(e) comply with a notice issued to them by the Building Management Committee, the Strata Managing Agent or the Facilities Manager seeking them or their Invitees to comply with, or to desist from breaching:

(i) a Law;

(ii) a requirement of, or notice issued by, an Authority; or

(iii) a condition in a Development Consent.

12. WORK

12.1 Parties bound by this clause

This clause binds Owners and Occupiers of Premises in the Commercial Lot and the Member for the Commercial Lot.

12.2 Approval

Work may not be carried out to the Commercial Lot without the prior written approval of the Building Management Committee.

SECTION 5 – BUILDING MANAGEMENT COMMITTEE

13. BUILDING MANAGEMENT COMMITTEE

13.1 Establishment

(a) Registration of this Statement establishes the Building Management Committee.

(b) The Members must always have a Building Management Committee.

13.2 Composition

(a) Where the part of the Building is a Stratum Lot subdivided under the Legislation, the Member is the Owners Corporation constituted on registration of the Strata Plan of that Stratum Lot.

(b) Where the part of the Building is a Stratum Lot that has not been subdivided under the Legislation, the Member is the Owner of that Stratum Lot.

13.3 Functions

The Functions of the Building Management Committee are to:

(a) make decisions about matters delegated to the Building Management Committee under this Statement;

(b) make decisions about:

(i) keeping the Fire Exit Areas clean, safe and in a good state of repair and condition; and

(ii) keeping the doors to the Fire Exit Areas operational;

(c) make decisions about the operation, insurance and Repair of the Shared Facilities;

(d) change, add to or extend the Shared Facilities;

(e) change, add to or adjust the Shared Costs (except those relating to Insurances which are governed by the Legislation);

(f) make decisions concerning the Shared Costs including:

(i) the manner in which they are paid;

(ii) the manner in which they are collected; and

(iii) the manner in which contributions to the Shared Costs are banked and the manner in which, and by whom, cheques are drawn; and

(g) convene and hold meetings;

(h) determine and levy contributions to the Administrative Fund and the Capital Works Fund and make payments from those funds;

(i) effect the Insurances;

(j) make decisions about the engagement of contractors and agents to assist it carry out its Functions;

(k) make decisions regarding:

(i) the appointment of a Strata Managing Agent;

(ii) the terms of its engagement; and

(iii) any other matter in connection with the Strata Managing Agent and its appointment;

(l) make decisions regarding:

(i) the appointment of a Facilities Manager;

(ii) the terms of its engagement; and

(iii) any other matter in connection with the Facilities Manager and its appointment;

(m) make Rules;

(n) comply with this Statement and the Legislation; and

(o) enforce against Owners and Occupiers their Functions in this Management Statement and the Legislation.

13.4 Representatives

(a) Each Member:

(i) must appoint a Representative to represent it on the Building Management Committee;

(ii) may appoint a Substitute Representative to attend a particular meeting or meetings which the Representative is unable to attend;

(iii) must promptly give the Building Management Committee notice of the name, address, telephone number and email details of its Representative and its Substitute Representative;

(iv) may change its Representative at any time; and

(v) may change its Substitute Representative at any time.

(b) Anything done by a Representative or Substitute Representative of a Member has the same effect as if done by the Member.

(c) Subject to clause 13.4(d), where the Member is an Owners Corporation:

(i) the Representative and Substitute Representative must be a member of the Strata Committee of that Owners Corporation;

(ii) the Owners Corporation must give all necessary directions to its Representative and any Substitute Representative to enable those parties to vote at meetings of the Building Management Committee;

(iii) the Representative must give the Strata Committee of that Owners Corporation prior written notice of any meeting of the Building Management Committee where the Representative or Substitute Representative will be voting on motions at that meeting on behalf of the Owners Corporation: the notice must include information on the matters the subject of the meeting; and

(iv) the Representative and Substitute Representative must abide by the directions and decisions of the Strata Committee of that Owners Corporation (or the Owners Corporation in general meeting) when performing their Functions as the appointed Representative and Substitute Representative of the Owners Corporation at meetings of the Building Management Committee.

(d) Unless and until the Owners Corporation receives written notice from the Original Owner that it does not require its nominee to be the Representative and Substitute Representative of that Owners Corporation, the Representative and Substitute Representative of that Owners Corporation will be the nominee of the Original Owner.

13.5 General obligations of the Members

Each Member must:

(a) ensure the Building Management Committee remains properly constituted in accordance with this Statement and the Legislation;

(b) promptly comply with its obligations under this Statement;

(c) promptly comply with the directions of the Building Management Committee;

(d) ensure the Building Management Committee effects and maintains the Insurances;

(e) ensure the Building Management Committee convenes a meeting at least once a Year;

(f) ensure the Building Management Committee has in place an insurance policy regarding the repair of the Shared Facilities;

(g) cause or permit the implementation of decisions of the Building Management Committee;

(h) cause the Building Management Committee to carry out its Functions under this Statement; and

(i) execute any Document required to be executed by it necessary to implement decisions of the Building Management Committee.

13.6 Officers of the Building Management Committee

(a) The Building Management Committee:

(i) must appoint a Chairperson for each meeting;

(ii) must appoint a Secretary;

(iii) must appoint a Treasurer;

(iv) may appoint any other Officer considered necessary by the Building Management Committee; and

(v) must state the duties of an Officer on appointment if the Building Management Committee requires the Officer to perform the Officer's duties under its directions.

(b) The Chairperson, Secretary and Treasurer are Officers of the Building Management Committee.

(c) To be eligible for appointment, an Officer must be a Representative, or a Substitute Representative.

(d) The Building Management Committee may:

(i) terminate the appointment of an Officer at any time at a meeting by Unanimous Resolution;

(ii) appoint a new Officer at any time; and

(iii) appoint the same person to hold one or more of the positions referred to in clause 13.6(a)(a)(a).

(e) An Officer ceases to be an Officer in the following circumstances:

(i) they cease to be a Representative or Substitute Representative;

(ii) they are dismissed by the Building Management Committee;

(iii) the Building Management Committee appoints a replacement Officer to fill their position; and

(iv) the Officer resigns in writing from their position.

13.7 Secretary

The Functions of the Secretary are to:

(a) perform the administrative, bookkeeping and secretarial Functions of the Building Management Committee;

(b) convene meetings;

(c) prepare and distribute notices and minutes of meetings; and

(d) keep the books and records.

13.8 Treasurer

The Functions of the Treasurer are to:

(a) prepare budgets;

(b) prepare financial statements;

(c) send out notices for, and collect and bank contributions to, the Administrative Fund and the Capital Works Fund;

(d) pay accounts; and

(e) keep the accounting records of the Building Management Committee.

13.9 Chairperson

(a) The Functions of the Chairperson are to preside at those meetings of the Building Management Committee which he attends.

(b) If the Chairperson does not attend a meeting, the Representatives or Substitute Representatives present at that meeting may appoint another Representative or Substitute Representative to chair that meeting.

13.10 Power to contract

In the exercise of its Functions, the Building Management Committee may:

(a) enter into contracts with a third party;

(b) engage consultants, experts, lawyers and other such parties; and

(c) appoint any party its agent to enter into contracts or other arrangements on behalf of the Building Management Committee.

13.11 Strata Managing Agent and Facilities Manager

The Building Management Committee:

(a) must appoint a Strata Managing Agent; and

(b) must appoint a Facilities Manager.

14. MEETINGS AND PROCEDURES FOR MEETINGS

14.1 Meetings

The Building Management Committee must hold a meeting if:

(a) requested by notice in writing by a Member to convene the meeting;

(b) the Building Management Committee resolves to hold the meeting;

(c) the Strata Managing Agent calls the meeting (if the Strata Managing Agent has been delegated that Function);

(d) no other meeting has been held in the preceding 12 month period; or

(e) the Building Management Committee is otherwise required to do so under this Statement or the Legislation.

14.2 Request for meeting

(a) A request for a meeting must:

(i) contain the terms of the proposed motion;

(ii) contain, in no more than 300 words, an explanation of the motion; and

(iii) be signed by the Representative of the Member requesting the meeting.

(b) The Building Management Committee is not obliged to hold a meeting in accordance with a request from a Member who at the time of making the request has not paid to the Building Management Committee all monies due and payable by it to the Building Management Committee.

14.3 Convening meetings

A meeting may be convened by:

(a) the Secretary;

(b) another Officer if the Secretary is absent or unable to convene the meeting; or

(c) the Strata Managing Agent (if the Strata Managing Agent has been delegated that Function).

14.4 Notice of meetings

(a) At least 5 Business Days' notice of a meeting must be given to each Member.

(b) In the case of an emergency, shorter notice may be given.

(c) A meeting must be called within 8 Business Days of receiving a written notice from a Member calling for a meeting.

14.5 Service of notices for meetings

(a) Notices of a meeting may only be sent:

(i) by hand;

(ii) by email if a Member has given its email details and consented to receiving notices by email;

(iii) by post; or

(iv) by any other means determined by the Building Management Committee.

(b) A notice is deemed to be given:

(i) if sent by hand, at the time of delivery;

(ii) if sent by email, at the time recorded as being sent; and

(iii) if sent by post, on the 3rd Business Day of posting.

(c) Notices to a Member must be addressed to the Member and sent to the Representative of the Member as notified under clause 14.4.

14.6 Quorum

(a) A quorum must be present at a meeting before the Building Management Committee may vote on any motion.

(b) A quorum for a meeting is the Representative or Substitute Representative of each Member.

(c) If a quorum is not present within half an hour from the time appointed for a meeting, the meeting is adjourned to be held on the 4th Business Day following the meeting unless within the 2 Business Days following the meeting there is written agreement between both Members to hold the adjourned meeting on a different day, in which event the adjourned meeting must be held on that day.

(d) The Building Management Committee must hold the adjourned meeting at the same time of day and at the same place notified for the original meeting.

(e) The quorum for the adjourned meeting is that number of Representatives or Substitute Representatives present at the time appointed for the adjourned meeting.

(f) At an adjourned meeting, one Representative or Substitute Representative constitutes a quorum.

14.7 Minutes

Minutes of the meeting must be distributed to each Member within 10 Business Days of the meeting.

15. VOTING AT MEETINGS

15.1 Decisions

(a) Decisions of the Building Management Committee may only be made at a properly convened meeting of the Building Management Committee.

(b) Decisions of the Building Management Committee are made by Resolution.

15.2 Voting

Subject to the provisions of this Statement, the Member for that part of the Building comprised within the Stratum Lot in the left hand column of the Voting Table has the number of votes on motions at meetings of the Building Management Committee set out in the right hand column of the table.

15.3 Manner of voting

(a) Subject to the provisions of this Statement, each Member through its Representative or Substitute Representative is entitled to vote at meetings of the Building Management Committee.

(b) A vote at a meeting of the Building Management Committee by a Representative or Substitute Representative of a Member entitled to vote must be cast in person unless the Building Management Committee by Resolution passed at a meeting determines that a vote may be cast by any of the following means:

(i) voting by means of teleconference, video-conferencing, email or other electronic means while participating in a meeting from a remote location; and

(ii) voting by means of email or other electronic means before the meeting at which the matter is to be determined by the Building Management Committee.

(c) Without limiting subclause 15.3(b)(ii), the other electronic means of voting may include requiring voters to access a voting website and to vote in accordance with directions contained on that website.

15.4 When a Resolution cannot be reached

(a) If a Resolution is not achieved at a meeting on a motion, then the motion must be deferred to a second meeting to be held on the 4th Business Day following the first meeting unless within the 2 Business Days following the first meeting there is written agreement between both Members to hold the second meeting on a different day, in which event the second meeting must be held on that day.

(b) The Building Management Committee must hold the second meeting at the same time of day and at the same place notified for the original meeting.

(c) A Deadlock on the motion occurs if a Resolution is not reached on that motion at the second meeting.

(d) Where a Deadlock occurs, a Dispute is deemed to have arisen between the Members: and a Member may serve a Dispute Notice for that Dispute to be settled in accordance with the Dispute Clause.

15.5 Instructions by a Member

The Representative and Substitute Representative of a Member must vote at meetings of the Building Management Committee according to the instructions given by the Member who appointed the Representative or Substitute Representative.

15.6 Restrictions on voting

(a) The Representative or Substitute Representative for a Member is only entitled to vote at a meeting of the Building Management Committee if the Member has paid to the Building Management Committee all monies which are due and payable to the Building Management Committee immediately before the meeting.

(b) The Representative or Substitute Representative for a Member who is the Chairperson does not have a casting vote at meetings of the Building Management Committee.

(c) The Representative or Substitute Representative for a Member may vote on a motion regarding a Shared Facility only if the Member contributes towards the cost of the Shared Facility or the motion, if passed, has the effect that the Member is required to contribute towards the cost of the Shared Facility.

(d) Notwithstanding anything to the contrary in this Statement, the vote of the Representative or Substitute Representative of the Member for the Commercial Lot is sufficient to pass or defeat a motion at a meeting of the Building Management Committee if the passing or defeat of the motion would have the effect of impacting in any way on the business being conducted from the Commercial Lot. It is not necessary for the decision on the motion to be supported by a Resolution, despite any other provision of this Statement to the contrary.

16. BOOKS AND RECORDS

16.1 Obligations of the Building Management Committee in connection with books and records

(a) The Building Management Committee:

(i) must keep records and books of account of all the amounts payable and payments made under this Statement;

(ii) must enter all matters and transactions usually entered in books of account kept by property managers; and

(iii) must keep copies of notices given or received, agendas, motions and minutes.

(b) The Building Management Committee must keep records and information regarding all matters in connection with the Shared Facilities including, without limitation, copies of all maintenance agreements relating to the Shared Facilities.

16.2 Obligations of the Building Management Committee in connection with the Members' Roll

(a) The Building Management Committee must prepare and maintain a Members' Roll.

(b) The Members' Roll must contain entries for each Member, including:

(i) the Member's name;

(ii) the name of the Member's Representative and contact details of that Representative for service of notices, including an Australian postal address and email address; and

(iii) the name of the Member's Substitute Representative and contact details of that Substitute Representative for service of notices, including an Australian postal address and email address.

16.3 Inspection

(a) The Building Management Committee must make the records and books of the Building Management Committee available for inspection during normal business hours on application by:

(i) a Member;

(ii) the Owner of a Stratum Lot;

(iii) the Owner of a Strata Lot; and

(iv) any party authorised in writing by any of the other parties referred to in this clause 16.3(a).

(b) The Building Management Committee may charge an inspection fee which it may require to be paid prior to complying with its obligations in this clause 16.3.

(c) The procedures for inspecting the records and books of the Building Management Committee are:

(i) the applicant must make an application in writing to the Strata Managing Agent;

(ii) the applicant must pay the Building Management Committee an inspection fee of an amount prescribed by the Management Act or as determined by the Building Management Committee; and

(iii) the Secretary or Strata Managing Agent must make the records and books of the Building Management Committee available to the applicant within 5 Business Days after the written application for it has been properly made (including payment. of the inspection fee).

16.4 Levy Certificate

(a) A Levy Certificate from the Building Management Committee must contain the following information:

(i) the amount of any regular periodic contribution determined by the Building Management Committee to the Administrative Fund and the Capital Works Fund, the periods for which those contributions are payable and any discounts applicable for early payment;

(ii) whether any contribution in respect of the Lot the subject of the application is unpaid, and if so, the amount unpaid and the date it was levied;

(iii) whether there is any amount recoverable from the Owner of the Lot the subject of the application for work carried out by the Building Management Committee;

(iv) any amount and rate of interest payable in relation to any unpaid contribution; and

(v) such other information as determined by the Building Management Committee.

(b) The certificate must be in the form prescribed by the Management Act: if there is no prescribed form the certificate must in such form as prescribed by the Building Management Committee from time to time.

(c) The Building Management Committee must provide a Levy Certificate on application by:

(i) a Member;

(ii) the Owner of a Stratum Lot;

(iii) the Owner of a Strata Lot; and

(iv) any Party authorised by any of the other parties referred to in this clause 16.4(c).

(d) The Building Management Committee may charge a fee for issuing a Levy Certificate, which must be paid to the Building Management Committee prior to the issue of the Levy Certificate.

(e) The procedures to apply for a Levy Certificate are:

(i) the applicant must make an application in writing to the Strata Managing Agent;

(ii) the applicant must pay the Building Management Committee a fee of an amount prescribed by the Management Act or as determined by the Building Management Committee; and

(iii) the Secretary or Strata Managing Agent must issue the Levy Certificate to the applicant within 5 Business Days after the written application for it has been properly made.

17. RULES

17.1 Making and communicating Rules

(a) The Building Management Committee may make Rules (and amend existing Rules) in connection with:

(i) access to and use of the Shared Facilities; and

(ii) matters arising out of this Statement.

(b) The Building Management Committee must promptly send to each Member a copy of each Rule and amended Rule.

(c) Members who are Owners Corporations must communicate each new Rule and each amendment to a Rule to the Owners of Strata Lots in its part of the Building within 10 Business Days of receiving notification of it from the Building Management Committee.

(d) Owners of Strata Lots must communicate each new Rule and each amendment to a Rule to the Occupier of its Lot within 10 Business Days of receiving notification of it from the Owners Corporation.

(e) Members who are Owners of a Stratum Lot must communicate each new Rule and each amendment to a Rule to the Occupiers of its Stratum Lot within 10 Business Days of receiving notification of it from the Building Management Committee.

17.2 Commercial Lot

The Building Management Committee may not make a Rule or amend a Rule that impacts or impedes or that is likely to impact or impede, the business activities being conducted from the Commercial Lot.

17.3 Inconsistency

Any Rule and any amendment to a Rule must not be inconsistent with this Statement. To the extent of any inconsistency, the provisions of this Statement prevail.

17.4 Parties must comply

Parties are bound by, and must comply with, all Rules and all amendments to Rules made by the Building Management Committee in accordance with this clause.

18. ENFORCEMENT

18.1 Non compliance

If an Owner, Occupier or Member does not comply with the notice issued to it by the Building Management Committee ("Defaulting Party"), the Building Management Committee may serve notice on that party requiring it to remedy the non-compliance within the time set out in the notice.

18.2 Remedy

If an Owner, Occupier or Member does not comply with its Functions in this Management Statement or with any approval issued by the Building Management Committee ("Defaulting Party"), the Building Management Committee may do any or all of the following:

(a) enter any part of the Building where the non-compliance has occurred;

(b) restrict access to the Building or the relevant part of the Building by the Defaulting Party, its agents, employees and contractors;

(c) remedy the non-compliance;

(d) remove any non-complying work; and

(e) recover the costs of its action as a liquidated debt from the Defaulting Party.

18.3 Preventing a breach

The Building Management Committee may take any action it considers necessary to prevent a breach of this Management Statement.

19. ENFORCEMENT OF BY-LAWS

19.1 Obligations of Owners Corporations

If required to do so by the Building Management Committee, Members who are an Owners Corporation:

(a) must ensure Owners and Occupiers in the relevant Strata Scheme comply with the by-law of that Strata Scheme;

(b) must ensure Owners and Occupiers comply with the directions of the Building Management Committee in accordance with this Management Statement; and

(c) must enforce against Owners and Occupiers their obligations in the by-laws.

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SECTION 6 – SHARED FACILITIES AND SHARED COSTS

20. SHARED FACILITIES

20.1 What are Shared Facilities

(a) Shared Facilities are services and facilities in the Building which are located in one part of the Building and which are accessed and used by Members and Parties of other parts of the Building in the manner prescribed by this Statement.

(b) The Shared Facilities Register identifies the Shared Facilities and the allocation of the costs for those Shared Facilities.

(c) Each Shared Facility includes:

(i) the items of Apparatus forming part of it;

(ii) any room or areas in which it is located;

(iii) parts or consumables used in connection with its operation and Repair; and

(iv) any alteration to, addition to or replacement of it.

20.2 Responsibility of the Building Management Committee

(a) Unless the responsibility lies with another Party in accordance with the terms of this Statement, the Building Management Committee has the following responsibility in respect of each Shared Facility:

(i) insure it;

(ii) operate it;

(iii) keep it safe;

(iv) keep it clean;

(v) keep it in a state of good and serviceable repair;

(vi) replace it when necessary;

(vii) arrange for inspection if required by any Authority or any Law; and

(viii) obtain all relevant certifications required by any Authority or any Law.

(b) The Building Management Committee, at its discretion, may enter into arrangements with third parties to carry out its Functions in connection with a Shared Facility.

20.3 Government Agency compliance

The Building Management Committee must:

(a) arrange for the inspection of the Shared Facilities if required by any Authority or any Law; and

(b) obtain any certification of the Shared Facilities required by any Authority or any Law.

20.4 Use of the Shared Facilities

(a) Unless specified elsewhere in this Statement, the Members entitled to access and use a Shared Facility are the Members who contribute to the costs of the Shared Facility.

(b) Where the Member is an Owners Corporation, Owners and Occupiers of Strata Lots in the Strata Scheme are entitled to use the Shared Facility (subject to this Statement and any by-laws of the Strata Scheme).

(c) Where the Member is a Stratum Lot Owner, Occupiers of the Stratum Lot are entitled to use the Shared Facility (subject to this Statement and any agreement to the contrary the Stratum Lot Owner may have with Occupiers in the Stratum Lot).

(d) Each Party entitled to access and use a Shared Facility:

(i) may only use a Shared Facility for its intended purpose;

(ii) must notify the Building Management Committee of any damage to or defect in a Shared Facility immediately it becomes aware of any such damage or defect; and

(iii) must compensate the Building Management Committee for any damage to a Shared Facility caused by them, their visitors, contractors, employees or any other person under their control.

20.5 Easements

Members whose part of the Building contains a Shared Facility and Parties who are entitled to access and use a Shared Facility must not do anything unreasonable to prevent, hinder or delay a party with the benefit of an easement burdening or benefiting the Shared Facility from carrying out its Functions under the easement unless inconsistent with this Statement.

21. SHARED COSTS

21.1 What are Shared Costs

(a) Shared Costs are the costs and expenses incurred by the Building Management Committee in carrying out its Functions.

(b) Shared Costs include:

(i) the costs and expenses in connection with the Shared Facilities;

(ii) the costs and expenses of the services provided to the Building Management Committee;

(iii) the costs and expenses in connection with the Insurances; and

(iv) any cost which the Building Management Committee determines is a cost.

21.2 Apportionment of Shared Costs

(a) The proportion of the Shared Costs payable by Members are set out in the Shared Facilities Register.

(b) If there is no apportionment of the cost of a Shared Facility and costs are incurred in connection with that Shared Facility, the Building Management Committee may determine that proportion by Resolution.

(c) The respective proportions for the Insurances are the relative proportion of replacement value as required by section 162 of the Management Act.

21.3 Obligation on the Building Management Committee and Members

(a) The Building Management Committee must levy contributions on Members to meet the Shared Costs.

(b) Members must pay those contributions in the proportions and in the manner provided by this Statement.

22. CHANGING THE SHARED FACILITIES REGISTER

22.1 How changes occur to the Shared Facilities Register

Changes may occur to the Shared Facilities Register:

(a) in accordance with the review process in clause 23;

(b) at the request of the Development Proprietor in the manner required by Section 11; and

(c) by the Building Management Committee amending this Statement in the manner required by clause 44.

23. REVIEW OF SHARED FACILITIES REGISTER

23.1 Information in Shared Facilities Register at the date of registration of Statement

The Parties:

(a) acknowledge the information in the Shared Facilities Register at the date of registration of this Statement was determined by a Shared Facilities Consultant who was not connected to the Original Owner; and

(b) agree the Shared Facilities and the Shared Costs as at the date of registration of this Statement reflect the true and correct position in connection with those matters.

23.2 Review of Shared Facilities Register

(a) The Building Management Committee must review the Shared Facilities Register in the manner required by this clause.

(b) The Building Management Committee must review the Shared Facilities Register as soon as practicable (and in any event not later than 28 days) after it becomes aware of any change in the Shared Facilities (including any change in the use of a Shared Facility) and, in any event, every 5 years.

(c) The review when there is a change in the Shared Facilities (including any change in the use of a Shared Facility) must take place as follows:

(i) the Building Management Committee must appoint a Shared Facilities Consultant to conduct a review of the Shared Facilities Register as a result of the change;

(ii) the Building Management Committee must instruct the appointed party:

(A) to conduct the review and make the determination based on the assumption that, other than the identified change which has caused the review, the Shared Facilities Register contains an accurate identification of the Shared Facilities and the parts of the Building that use them with a fair allocation of the costs for those Shared Facilities between those parts of the Building; and

(B) to complete the review and make the determination within 28 days of the appointment.

(d) A 5 year review must take place as follows:

(i) the Building Management Committee must make an assessment as to whether or not there has been a change in the Shared Facilities (including any change in the use of a Shared Facility) since the later of a review in accordance with clause 23.2(c) and the relevant 5 year review;

(ii) to enable the Building Management Committee to make the assessment, it must make enquiries of each Member to ascertain whether or not that Member has made a change in the Shared Facilities or changed its use of the Shared Facilities and it may also (but is not obliged to) appoint a Shared Facilities Consultant to make that assessment;

(iii) if there has been a change, the Building Management Committee must appoint a Shared Facilities Consultant to review the Shared Facilities Register as a result of that change (it may be the same consultant appointed pursuant to clause 23.2(d)(ii));

(iv) the Building Management Committee must instruct the consultant:

(A) to make a determination based on the assumption that, other than the identified change, the Shared Facilities Register contains an accurate identification of the Shared Facilities and the parts of the Building that use them with a fair allocation of the costs for those Shared Facilities between those parts of the Building; and

(B) to make the determination within 28 Business Days of the appointment; and

(v) if there has not been a change, the Building Management Committee need not take any further action as part of the relevant 5 year review.

(e) The Shared Facilities Consultant appointed to conduct a review acts as an expert and not an arbitrator.

(f) In the absence of manifest error, the Building Management Committee is bound by the determination of the Shared Facilities Consultant.

(g) The Shared Facilities Consultant must be a party who is not connected to the Original Owner and who has experience in identifying Shared Facilities and their cost allocation (and see clause (d) in Section 16 for the meaning of “connected”).

23.3 Amending this Statement

(a) If as a result of a review a change is required to the Shared Facilities Register requiring an amendment to this Statement, the Building Management Committee must put in place arrangements to effect the amendment.

(b) At its cost, the Building Management Committee must cause to have the relevant Documents registered at NSW Land Registry Services to effect the amendment.

(c) Members and Parties must do all that is necessary on their part to enable the Building Management Committee to fulfil its obligations in this clause, including:

(i) voting in the appropriate manner at the relevant meeting;

(ii) signing all relevant Documents;

(iii) procuring any mortgagee to sign relevant Documents; and

(iv) producing the title deed to their Stratum Lot.

SECTION 7 – FINANCIAL AFFAIRS

24. FINANCIAL AFFAIRS

24.1 Administrative Fund and Capital Works Fund

(a) Within one month after the registration of this Statement, the Building Management Committee must establish an Administrative Fund and a Capital Works Fund.

(b) The Administrative Fund must be used to:

(i) pay the day to day expenses of operating, cleaning, maintaining and Repairing the Shared Facilities;

(ii) pay the premiums for the Insurances; and

(iii) pay any other costs which are not Capital Works Fund costs.

(c) The Building Management Committee must use the Capital Works Fund to pay all costs for renewing, upgrading and replacing the Shared Facilities.

24.2 Budget

(a) The Building Management Committee must determine a budget for each Year.

(b) Each budget must be based on an estimate of the costs and expenditures to:

(i) pay the Shared Costs; and

(ii) satisfy any obligation of the Building Management Committee under this Statement, the Legislation or any other Law.

(c) Each budget must contain itemised details of:

(i) each Shared Facility for which a Member is responsible to contribute;

(ii) each item of Insurance for which a Member is responsible to contribute;

(iii) the amount which each Member must contribute to the Administrative Fund for each Shared Facility;

(iv) the amount which each Member must contribute to the Capital Works Fund for each Shared Facility; and

(v) the amount which each Member must contribute to each item of Insurance.

24.3 Contributions

(a) The Building Management Committee must determine the amount of the contributions it will need for the Administrative Fund and the Capital Works Fund for each Year. The amount of the contributions must be based on the budget for the relevant Year.

(b) The Building Management Committee must levy Members their contributions to the Administrative Fund and Capital Works Fund in accordance with each of their relevant proportions.

(c) Contributions are due and payable by Members for any period determined by the Building Management Committee, which, in the absence of agreement, must be quarterly.

24.4 Additional amounts payable

If the amounts payable or paid under clause 24.3 are insufficient, the Building Management Committee can by notice require each Member to pay an additional amount to either the Administrative Fund or the Capital Works Fund to enable the Building Management Committee to carry out its obligations under this Statement and the Legislation.

24.5 Payment by Members

Each Member must pay each levy contribution within 30 days of the due date for the payment of the levy: and if it does not do so it must pay interest in accordance with clause 24.6.

24.6 Interest for late payment and debt recovery fees

(a) A Member must pay interest on each amount payable by it but not paid within 30 days of the due date, with the interest being calculated from and including the date on which the payment was due until the date it is paid.

(b) The Building Management Committee must calculate interest on daily balances at the same rate payable on unpaid levies under the Management Act.

(c) A Member must reimburse the Building Management Committee the costs incurred by it in pursuing the late payment of any amount owing by it to the Building Management Committee. The costs may include the debt recovery fees charged by a debt collector engaged by the Building Management Committee or the Strata Managing Agent.

24.7 Financial statement

As soon as practicable, but no later than 3 months after the expiration of each 12 month period, the Building Management Committee must provide each Member with an audited financial statement of the funds in the Administrative Fund and the Capital Works Fund.

24.8 Deposit of moneys

(a) The Building Management Committee must open accounts for the Administrative Fund and Capital Works Fund with its bank, building society or credit union.

(b) The Building Management Committee must:

(i) deposit into the Administrative Fund all money received from Members as contributions to the Administrative Fund; and

(ii) deposit into the Capital Works Fund all money received from Members as contributions to the Capital Works Fund.

(c) The Building Management Committee must pay all invoices, statements and accounts of the Building Management Committee out of either the Administrative Fund or the Capital Works Fund in the manner required by clauses 24.1(b) and 24.1(c).

(d) Interest accrued on monies in the Administrative Fund must be credited to Administrative Fund and interest accrued on monies in the Capital Works Fund must be credited to the Capital Works Fund.

24.9 Surplus funds

(a) The Building Management Committee may distribute surplus funds in the proportion in which each Member contributed to the surplus funds.

(b) The decision to distribute surplus funds must be by way of Unanimous Resolution.

24.10 Dispute

(a) If there is a dispute about the amount or the payment of a contribution, before resolution of the dispute, each Member must pay the amounts advised.

(b) After resolution of the dispute, the Building Management Committee must make an appropriate adjustment, payment or refund.

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SECTION 8– MAINTENANCE

25. MAINTENANCE AND REPAIR

25.1 Obligation of Members

(a) Each Member must:

(i) properly maintain and keep in a state of good and serviceable repair its part of the Building;

(ii) ensure the structural integrity of its part of the Building is maintained; and

(iii) whenever reasonably necessary, renew or replace any item of equipment which, if not renewed or replaced, could have an adverse impact on the proper functioning of any Shared Facility.

(b) The Building Management Committee must keep the external areas of its part of the Building free from graffiti.

(c) The obligations of each Member in this clause are subject to fair wear and tear and damage by fire, explosion, war, water and any other risk covered by Insurances effected by the Building Management Committee.

(d) Owners Corporations may only make a determination under section 106(3) of the Management Act if it first obtains the consent of the Building Management Committee.

25.2 Exclusion

Regardless of anything to the contrary in this Statement, clause 25.1 does not oblige a Member to maintain Shared Facilities which are located within its part of the Building which are the responsibility of the Building Management Committee.

25.3 Failure of a Member to carry out obligations

(a) If a Member fails to carry out its obligations in this Section (the "Defaulting Member"), then either another Member or the Building Management Committee (the "Exercising Party") may carry out that obligation in the manner contemplated by this clause.

(b) To enable an Exercising Party to exercise its Functions in this clause, it has the right:

(i) after giving not less than 21 days' written notice to the Defaulting Member, (except in an emergency when notice is not required), to enter the Defaulting Member's part of the Building in such manner and by such route as is reasonable in the circumstances and with such workmen, materials, tools, machinery, plant and equipment as is reasonable and necessary in the circumstances;

(ii) to remain on that part of the Building for such reasonable time as may be necessary in the circumstances;

(iii) to take anything on to that part of the Building for purposes associated with the work; and

(iv) to carry out work to that part of the Building.

(c) In exercising its rights in this clause, the Exercising Party must:

(i) ensure all work is done properly;

(ii) cause as little interference as practical to the Defaulting Member and any Occupier of that Member's part of that Building;

(iii) cause as little damage as possible to the Building; and

(iv) if damage is caused, restore the Building as nearly as practicable to the condition it was in before the damage occurred.

(d) The Exercising Party may recover from the Defaulting Member as a debt due and owing in any competent court of jurisdiction any monies expended or incurred by the Exercising Party in exercising its Functions in this Section.

25.4 Access rights

(a) Members must use reasonable endeavours to exercise their Functions in clause 25.1 within the boundaries of their part of the Building.

(b) If, having used its reasonable endeavours, a Member requires access over or the use of another part of the Building for the purposes of exercising its Functions in clause 25.1 (the "Exercising Member"), it has the right:

(i) after giving reasonable notice to the Member over whose part of the Building access is required (the "Other Member") (except in an emergency when notice is not required), to enter the Other Member's part of the Building in such manner and by such route as is reasonable in the circumstances and with such workmen, materials, tools, machinery, plant and equipment as is reasonable and necessary in the circumstances;

(ii) to remain on that part of the Building for such reasonable time as may be necessary in the circumstances; and

(iii) to take anything on to that part of the Building for purposes associated with the work.

(c) In exercising its rights in this clause, the Exercising Member must:

(i) ensure all work is done properly;

(ii) cause as little interference as practical to the Other Member and any Occupier of the Other Member's part of that Building;

(iii) cause as little damage as possible to the Building; and

(iv) if damage is caused, restore the Building as nearly as practicable to the condition it was in before the damage occurred.

(d) The Exercising Member must reimburse or compensate the Other Member the costs, expenses and charges incurred or likely to be incurred by the Other Member as a result of the Exercising Member exercising its Functions. If required by the Other Member, the Exercising Member must put in place arrangements suitable to the Other Member (acting reasonably) for the reimbursement or compensation contemplated by this clause before the Exercising Member exercises its Functions in clause 25.4(b).

Registered:	Office Use Only	Office Use Only

25.5 Defects

(a) If repair or maintenance work is required to a Shared Facility or part of a Shared Facility or if a Shared Facility or part of a Shared Facility requires replacement and that Shared Facility or the Member in whose part of the Building the Shared Facility is located has the benefit of a warranty (whether implied by legislation, in contract or otherwise), then if requested by the Building Management Committee that Member must do all that is necessary to have the relevant Shared Facility or part of it Repaired and replaced under the warranty.

(b) If agreed between the Building Management Committee and the Member, the Member must (if it is possible to do so) assign or novate the benefit of any warranty to the Building Management Committee to enable the Building Management Committee to enforce any warranty.

SECTION 9 – MANAGERS

26. STRATA MANAGING AGENT

26.1 Appointment

(a) The Building Management Committee has the power to and must:

(i) appoint a Strata Managing Agent; and

(ii) enter into an agreement with the Strata Managing Agent to assist the Building Management Committee perform its secretarial and administrative Functions.

(b) The Strata Managing Agent appointed by the Building Management Committee must be a strata managing agent as contemplated by Part 4 of the Management Act and hold a strata managing agent's licence under the *Property, Stock and Business Agents Act 2002* (NSW).

26.2 Delegation of Functions

(a) Subject to clause 26.2(b), the Building Management Committee may delegate some or all of its Functions, including the Functions of its Officers, to the Strata Managing Agent.

(b) The Building Management Committee may not delegate the following Functions to the Strata Managing Agent:

(i) any Function which the Building Management Committee may only exercise by Unanimous Resolution;

(ii) the Function to determine and levy contributions on Members; and

(iii) any Function which the Building Management Committee decides by Unanimous Resolution may only be performed by the Building Management Committee.

26.3 Management Fee

The Members must contribute to the Management Fee in the proportions set out in the Shared Facilities Register.

26.4 Strata Managing Agent as agent

The Building Management Committee may require the Strata Managing Agent to:

(a) effect and maintain the Insurances on behalf of the Members;

(b) implement decisions made by the Building Management Committee;

(c) carry out the delegated Functions of the Officers;

(d) carry out the obligations of the Building Management Committee in respect of any agreement; and

(e) comply with any obligations of the Building Management Committee under the Legislation or this Statement.

26.5 Obligations

(a) Each Owners Corporation must appoint a Strata Managing Agent.

(b) Each Owners Corporation must engage the Strata Managing Agent appointed by the Building Management Committee as its Strata Managing Agent.

27. FACILITIES MANAGER

27.1 Appointment

The Building Management Committee has the power to and may:

(a) appoint a Facilities Manager; and

(b) enter into an agreement with the Facilities Manager to assist the Building Management Committee perform its Functions in connection with the operation, insurance and Repair of the Shared Facilities.

27.2 Delegation of Functions

(a) The Building Management Committee may, subject to clause 27.1(b), delegate some of its Functions to the Facilities Manager.

(b) The Building Management Committee may not delegate the following Functions to the Facilities Manager:

(i) any Functions which the Building Management Committee may only exercise by Unanimous Resolution;

(ii) the Function to determine and levy contributions on Members; and

(iii) any Function which the Building Management Committee decides by Unanimous Resolution may only be performed by the Building Management Committee.

27.3 Facilities Management Fee

The Members must contribute to the Facilities Management Fee in the proportions set out in the Shared Facilities Register.

27.4 Obligations of the Facilities Manager

The Building Management Committee may require the Facilities Manager to:

(a) ensure or supervise the proper operation and Repair of the Shared Facilities;

(b) implement decisions made by the Building Management Committee;

(c) carry out the obligations of the Building Management Committee in respect of any contract;

(d) comply with any obligations of the Building Management Committee under the Legislation or this Statement; and

(e) carry out any other Functions agreed between the Building Management Committee and the Facilities Manager.

27.5 Obligations of Owners Corporations

If an Owners Corporation wants to appoint a Building Manager, it must appoint the same party appointed by the Building Management Committee as its Facilities Manager.

Registered:	Office Use Only	Office Use Only

SECTION 10 – PARKING

28. CAR PARK MANAGEMENT SYSTEM

28.1 What is the Car Park Management System

(a) The Car Park Management System is the set of rules and procedures regulating parking in the Building.

(b) The Car Park Management System comprises:

(i) the rights of the Building Management Committee and the obligations of the Parties in this clause 28; and

(ii) the rules and procedures of the Building Management Committee made in accordance with this clause 28 and clause 17.

28.2 Rights of Building Management Committee

(a) The Building Management Committee may make Rules and introduce procedures regulating parking in the Building.

(b) The Building Management Committee may refuse access to the Building to any Party or Vehicle that does not comply with the Car Park Management System and may refuse access for such period of time as determined by the Building Management Committee.

(c) The Building Management Committee may:

(i) establish a Car Park Register;

(ii) put in place systems regulating car parking (such as, by example, a vehicle or vehicle number plate recognition system);

(iii) erect items on any part of the Building to regulate parking (such as signage, security cameras, barriers (physical or electronic));

(iv) enter into arrangements with third parties in connection with matters relating to the Car Park Management System;

(v) enter into arrangements with Authorities in connection with matters relating to the Car Park Management System; and

(vi) immobilise Unauthorised Vehicles or enter into arrangements with a third party to do so (subject to all relevant Laws).

28.3 Obligations of Owners and Occupiers

(a) Owners and Occupiers:

(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 Building Management Committee given in accordance with the Car Park Management System; and

(iv) must ensure their Invitees comply with the directions of the Building Management Committee given in accordance with the Car Park Management System.

(b) Owners and Occupiers:

(i) must not park or stand a Vehicle anywhere in the Building unless it is a Permitted Vehicle in the Owner's own Car Space (if they have one);

(ii) must not permit their Invitees to park or stand a Vehicle anywhere in the Building (unless it is a Permitted Vehicle in the Owner's own Car Space (if they have one)); and

(iii) must not give any person a Security Key to the Building for the purposes of allowing that person to park or stand a Vehicle in the Building.

28.4 Car Park Register

(a) The Car Park Register contains Vehicle Information about Vehicles in the Building including information for the following Vehicles:

(i) those owned or used by Owners and Occupiers;

(ii) those owned or used by their Invitees; and

(iii) those owned by any party under their control.

(b) If required by the Building Management Committee, Owners and Occupiers:

(i) must give the Building Management Committee the Vehicle Information for all Vehicles owned or used by them, their Invitees and any other party occupying or accessing their Lot;

(ii) must ensure that information is always up to date; and

(iii) must give that information within 21 days of a request for it from the Building Management Committee.

(c) The Building Management Committee may send a notice to an Owner or Occupier requesting the Vehicle Information if the Building Management Committee is of the view the information is not up to date. The Building Management Committee may recover its costs for doing so from the Owner or Occupier as a debt due to the Building Management Committee.

28.5 Unauthorised Use

(a) If there is a breach of either clause 28.3 or clause 28.4, the Building Management Committee may:

(i) place a Notification on the Unauthorised Vehicle or send a Notification to the relevant Owner or Occupier; and

(ii) issue more than one Notification throughout the duration of the breach.

(b) If there is a breach of either clauses 28.3 or clause 28.4, Owners and Occupiers:

(i) acknowledge their Vehicle or the Vehicle of their Invitee may be immobilised;

(ii) consent to immobilisation occurring by or on behalf of or at the instigation of the Building Management Committee, the Strata Managing Agent, the Facilities Manager or any third party; and

(iii) agree monies payable by them in connection with the immobilisation must be paid before the Vehicle is released.

28.6 Recovery of costs

(a) The Building Management Committee may recover from the relevant Owner or Occupier as a debt due in any court of competent jurisdiction all costs and expenses incurred by the Building Management Committee or incurred on its behalf or incurred by any party carrying out its Functions in this Section as a result of breach by the Owner or Occupier or its Invitee of the obligations in this Section.

(b) These include without limitation:

(i) the fee for each Notification placed on an Unauthorised Vehicle or sent to the relevant Owner or Occupier;

(ii) the costs and expenses of any kind incurred by the Building Management Committee in connection with the issue of the Notification;

(iii) the costs and expenses of any kind incurred in the recovery of the debt due to the Building Management Committee in connection with the parking of the Unauthorised Vehicle on an indemnity basis including but not limited to all amounts payable by the Building Management Committee to its Strata Managing Agent, the cost of issuing an invoice for the debt and all legal costs and expenses in connection with the recovery of the debt;

(iv) all amounts payable by the Building Management Committee to its Strata Managing Agent;

(v) the cost of issuing an invoice for the debt; and

(vi) all legal costs and expenses in connection with the recovery of the debt.

(c) For the avoidance of doubt, if the Building Management Committee issues more than one Notification throughout the duration of the breach, it may recover as a debt from the Owner or Occupier the cost multiplied by the number of Notifications it issues.

(d) The following persons are liable to pay the Building Management Committee as a debt the amounts payable to it (and, if more than one person, they are jointly and severally liable):

(i) the Owner or Occupier who parked the Unauthorised Vehicle;

(ii) the Owner or Occupier who owns or has a legal interest in the Unauthorised Vehicle;

(iii) the Owner or Occupier controlling the use of the Unauthorised Vehicle;

(iv) the Owner or Occupier of any Lot owned, tenanted or occupied by a person who breaches these clauses; and

(v) the Owner or Occupier of a Lot who has permitted or authorised the parking of an Unauthorised Vehicle.

(e) The Building Management Committee may issue an invoice to any person referred to in clause 28.5(a) for any amount due under this Section.

(f) The invoice may be served:

(i) by being left on the Unauthorised Vehicle;

(ii) by being left at the Lot of the Owner or Occupier to whom it is addressed;

(iii) to the last known address of the Owner or Occupier to whom it is addressed; or

(iv) if the Owner or Occupier to whom it is addressed has notified the Building Management Committee or an Owners Corporation of an address for service of notices, to that address.

(g) Any debt which arises under this Section is due and payable to the Building Management Committee whether or not an invoice is served on the person or persons liable for payment.

(h) A cost or expense recoverable under this Section becomes due and payable at the time the Building Management Committee becomes liable to pay the cost or expense.

(i) Interest at the same rate payable on unpaid levies under the Management Act is payable on any amount due under this clause but not paid within 30 days of the due date. Interest is calculated on daily balances from and including the date on which the payment was due until the date it is paid.

(j) The amount stated in any invoice or statement issued by the Building Management Committee, its Strata Managing Agent or its Facilities Manager as the amount due under this clause is conclusive evidence of the amount stated.

(k) The Building Management Committee may engage its Strata Managing Agent, its Facilities Manager or a third party to assist it with its Functions in this Section, in which case that party may issue Notifications, serve invoices and recover costs as if it were the Building Management Committee.

28.7 Visitor Car Spaces

(a) Each Member must co-operate with the Building Management Committee when it is policing and enforcing the Visitor Car Spaces within that Member's part of the Building.

(b) Owners and Occupiers must not permit any person to park or stand a Vehicle in a Visitor Car Space unless that person is a genuine visitor of that Owner or Occupier.

(c) If the Building Management Committee requires information about a visitor's vehicle before use of the Visitor Car Spaces, Owners and Occupiers must give the Building Management Committee that information before that visitor may access the Building or use a Visitor Car Space.

28.8 Disabled Car Spaces

(a) Each Member must co-operate with the Building Management Committee when it is policing and enforcing the Disabled Car Spaces within that Member's part of the Building.

(b) Owners and Occupiers must not permit any person to park or stand a vehicle in a Disabled Car Space unless that person is genuinely entitled to do so.

(c) If the Building Management Committee requires information about a party's vehicle before use of the Disabled Car Spaces, Owners and Occupiers must give the Building Management Committee that information before that party may access the Building or use a Disabled Car Space.

SECTION 11 – PETS

29. KEEPING OF PETS

29.1 Pet Register

The Building Management Committee must establish and keep at all times a Pet Register recording all relevant information it has received in connection with pets kept in the Building.

29.2 Residential Lot

(a) Subject to clause 29.5, Owners, Occupiers and their Invitees in the Residential Lot may keep in their Lot the following pets:

(i) up to 2 cats, or up to 2 dogs or one cat and one dog; and

(ii) up to 10 fish in a secure and watertight tank; and

(iii) up to 2 birds in a cage or cages (not being poultry).

(b) A pet permitted under this by-law must be recorded on the Pet Register, including Assistance Animals and Guide Dogs.

29.3 Commercial Lot

(a) Subject to this clause, Owners and Occupiers in the Commercial Lot may be accompanied by one dog or one cat provided they are in their premises at all times with the pet.

(b) Owners and Occupiers who operate a pet shop, a pet minding service or veterinary practice or surgery are not obliged to register the animals that are contained in or visiting their premises unless the animal is their pet.

29.4 Notification

Owners and Occupiers who keep or intend to keep a pet must give the Building Management Committee the following information for inclusion in the Pet Register:

(a) for all pets:

(i) its species;

(ii) its breed;

(iii) its name; and

(iv) its sex; and

(b) if the pet is a dog or a cat:

(i) a photograph sufficient to identify it;

(ii) its microchip number;

(iii) its vaccination record;

(iv) whether it has been spayed or neutered; and

(v) evidence it has been registered with the appropriate Authority.

29.5 Prohibited

The following are not permitted to visit or be brought on to or kept anywhere in the Building:

(a) a pet that is not recorded on the Pet Register with the exception of Assistance Animals and Guide Dogs;

(b) a dog that is vicious or aggressive;

(c) a dog or cat that is not registered with the appropriate Authority;

(d) a dog which is declared dangerous under the *Companion Animals Act 1998* (NSW); or

(e) a dog which the Australian Government prohibits from importation into Australia.

29.6 Obligations of Owners and Occupiers

In relation to a pet owned or in the care of an Owner or Occupier, or owned or in the care of an Invitee of an Owner or Occupier, the Owner or Occupier must:

(a) clean up all excrement or refuse left on the Building by the pet;

(b) make good, or bear the cost of making good, damage to the Building by the pet;

(c) ensure the pet is under control or otherwise contained when in the Building;

(d) ensure the pet does not cause annoyance, disturbance or nuisance to other Owners or Occupiers;

(e) ensure the pet does not wander onto another Owner or Occupier's Lot or suite, or through the Building unaccompanied;

(f) ensure the living quarters of the pet are maintained in a manner to prevent odours escaping from the Lot or suite; and

(g) ensure the pet's waste is treated and disposed of and, without limiting the generality of this by-law, ensure:

(i) all waste from the pet is double-bagged or placed in large, strong bags; and

(ii) litter is not to be placed in toilets.

29.7 Right to keep

Subject only to clause 29.8, Owners and Occupiers are entitled to keep for the balance of its life, any pet on the Pet Register, notwithstanding anything else to the contrary in this Statement or by-laws for a Stratum Lot.

29.8 Compliance

(a) If the Building Management Committee, acting reasonably, forms the view:

(i) a pet is or has become vicious or aggressive; or

(ii) there is a breach of any part of clause 29.6 on a continuing basis,

the Building Management Committee may serve a notice on the owner of the pet requesting that the pet is permanently removed from the Building.

(b) If an Owner of Occupier fails to pay the Cleaning Fee or interest payable on it after receiving a notice from the Building Management Committee that the monies are outstanding, the Building Management Committee may serve a notice on the owner of the pet requesting that the pet is permanently removed from the Building.

(c) An Owner or Occupier who has received a notice from the Building Management Committee under this clause must comply with the requirements of the notice within 14 days of receiving it.

29.9 Cleaning Fee

(a) The Building Management Committee must issue a quarterly invoice to those Owners and Occupiers whose pets are recorded on the Pet Register for the Cleaning Fee, such fee being payable to the Building Management Committee.

(b) Owners and Occupiers who have been invoiced by the Building Management Committee in accordance with clause 29.9(a) must pay the Cleaning Fee within 30 days of the date of the invoice.

(c) Should an Owner or Occupier fail to pay the Cleaning Fee in accordance with clause 29.9(c) before the date the fee is due, the Owner or Occupier must pay interest on that amount in accordance with clause .

(d) The Building Management Committee must deposit into the Administrative Fund all money received from Owners and Occupiers under this clause 29.9.

SECTION 12 – SERVICES AND OPERATIONS

30. SERVICES

30.1 General

(a) This Statement should be read in conjunction with the Registered Section 88B Instrument.

(b) If there is a discrepancy between this Statement and the Registered Section 88B Instrument, this Statement prevails.

30.2 Responsibility for Services Apparatus

(a) Where an item of Services Apparatus is used to supply, carry, provide or discharge a Service which is used by, supplied to or generated exclusively from one part of the Building, unless it is the responsibility of an Authority, the Member for that part of the Building is responsible for the operation and Repair of that item of Services Apparatus wherever it may be located in the Building.

(b) Where an item of Services Apparatus is used to supply, carry, provide or discharge a Service which is used by, supplied to or generated from several parts of the Building, unless it is the responsibility of an Authority:

(i) if a Shared Facility, unless specified to the contrary in this Statement, the Building Management Committee is responsible for the operation and Repair of that item of Services Apparatus; and

(ii) if not a Shared Facility, then subject to clause 30.2(d), the Members of the parts of the Building utilising the Services Apparatus are jointly and severally responsible for the operation and Repair of that item.

(c) A Member with the responsibility for the Repair of an item of Services Apparatus must keep that item maintained and in a state of good and serviceable repair.

(d) An item of Services Apparatus which has been damaged as a result of any act or omission of a Party must be Repaired by and at the expense of that Party.

(e) To enable a Party to exercise its Functions in this clause, it has the right:

(i) after giving not less than 21 days' written notice to the Member over whose part of the Building access is required, (except in an emergency when notice is not required), to enter such part of the Building in such manner and by such route as is reasonable in the circumstances and with such workmen, materials, tools, machinery, plant and equipment as is reasonable and necessary in the circumstances;

(ii) to remain on that part of the Building for such reasonable time as may be necessary in the circumstances;

(iii) to take anything on to that part of the Building for purposes associated with the work; and

(iv) to carry out work to that part of the Building.

(f) Where a Party:

(i) has failed to carry out its Functions in this clause; and

(ii) that Function relates to another Party's Lot; and

(iii) the other Party gives the first Party written notice of the failure and the first Party has failed to carry out its Function within a reasonable time after receipt of the notice,

the other Party may take all lawful steps necessary to ensure the Function is carried out and may recover from the first Party any reasonable cost, expense or charge for doing so.

30.3 Rights and obligations when exercising Functions

When exercising the Functions in this Section, a Party must:

(a) ensure all work is done properly;

(b) cause as little inconvenience as is practicable to Owners and Occupiers in the Building;

(c) cause as little damage as is practicable to the Building;

(d) restore the damaged parts of the Building as nearly as practicable to its former condition;

(e) make good any damage; and

(f) if required by the Owner of the part of the Building in which the work is being carried out, be accompanied by a representative of that Owner and comply with the reasonable directions of that Owner or the Building Management Committee.

30.4 Roof

(a) The roof of the Residential Lot is subject to easements in the Registered Section 88B Instrument.

(b) In accordance with easement numbers 2 and 7, the Owner of the Commercial Lot (and any party authorised by it) may access the roof and install Services Apparatus on the roof and through the Residential Building to connect the Commercial Lot to those items of Services Apparatus.

(c) Parties acknowledge the terms of those easements: and agree they will not do anything to prevent or hinder the exercise of the Functions under those easements.

(d) A Party who breaches its obligations in this clause agrees to indemnify the Owner of the Commercial Lot (and any party authorised by it) and keep those parties indemnified for all costs, losses, expenses and damages incurred by them arising out of breach of this clause by that Party.

31. SECURITY

31.1 Functions of the Building Management Committee

(a) The Building Management Committee is responsible for issuing, programming, coding and re-coding the Security Keys.

(b) The Building Management Committee is responsible for determining to whom Security Keys should be issued.

(c) The Building Management Committee may charge a Party a fee for:

(i) any Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); and

(ii) coding or re-coding of any Security Key.

(d) The Building Management Committee may require the provision of a bond before:

(i) issuing a Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); or

(ii) coding or re-coding a Security Key.

(e) The Building Management Committee may make Rules in accordance with clause 17 about the use of Security Keys but must ensure that any such Rule does not impact on the operation of the business operated from the Commercial Lot.

(f) The Building Management Committee may restrict the number of Security Keys it issues to any Member or Party.

(g) The Building Management Committee may activate or de-activate Security Keys as it considers appropriate.

31.2 Obligations of Parties

(a) A Party must not:

(i) do anything or permit anything which may or which would be likely to prejudice the security or safety of the Building; or

(ii) duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than to a party who is entitled to a Security Key.

(b) Parties must:

(i) close all security doors and gates when they pass through them;

(ii) comply with all Rules and directions of the Building Management Committee and the Facilities Manager relating to the security and safety of the Building;

(iii) exercise great care in making Security Keys available to any person;

(iv) when vacating a Lot return all Security Keys to the Building Management Committee; and

(v) promptly notify the Building Management Committee if a Security Key is lost or destroyed and pay the costs for deactivating the lost or destroyed key.

31.3 Facilities Manager

The Functions of the Building Management Committee in this clause (except the making of Rules), can be carried out by the Facilities Manager.

31.4 Agreement with a third party

The Building Management Committee may make arrangements with a third party to manage the Security Key system.

32. FIRE EXIT AREAS

32.1 Rights and obligations of each Party in connection with the Fire Exit Areas

(a) Each Party has at all times the unrestricted right in the event of fire, other emergency or for fire drill purposes, to go, pass and repass over the Fire Exit Areas located in the Building.

(b) Each Party agrees it will not use the Fire Exit Areas for any purpose other than for the purpose for which they were designed.

32.2 Obligations of Members in connection with the Fire Exit Areas

(a) Each Member must not do anything to prevent or restrict the use of or access to the Fire Exit Areas located in its part of the Building in accordance with its obligations in clause 32.1.

(b) Each Member agrees as follows in connection with the Fire Exit Areas in its part of the Building:

(i) it will not change the location or the nature of the Fire Exit Areas without the consent of all relevant Authorities;

(ii) it will not use the Fire Exit Areas for any purpose other than the purpose for which they were designed;

(iii) it will not store nor permit any other person to store anything in the Fire Exit Areas;

(iv) it will not obstruct the Fire Exit Areas; and

(v) it will comply with the requirements of, and notices issued by, all relevant Authorities having jurisdiction in connection with the Fire Exit Areas.

(c) On giving reasonable notice to a Member and provided the reasonable requirements of that Member are complied with about access, another Member may access the Fire Exit Areas in the first Member's Building to establish compliance with this clause.

(d) If the other Member forms the view the Member is not carrying out its responsibilities, it may serve notice on the Building Management Committee requesting the Building Management Committee investigate the matter and if necessary to issue a notice to the first Member.

(e) If the Building Management Committee receives any such notice it must cause the matter to be investigated and, if it considers it relevant, engage the services of a properly qualified consultant to investigate whether the Member is complying with its obligations.

33. SIGNS

33.1 Residential Lot

(a) A Sign of any kind must not be attached to, erected on or exhibited from the Residential Lot or an Apartment.

(b) This clause do not apply to a Sign attached, erected or exhibited on any part of the Residential Lot by:

(i) the Original Owner, a party on behalf of the Original Owner, or a party authorised by the Original Owner;

(ii) the Development Proprietor, a party on behalf of the Development Proprietor, or a party authorised by the Development Proprietor; or

(iii) any Party with the approval of the Building Management Committee.

33.2 Commercial Lot

(a) A Sign of any kind must not be attached to, erected on or exhibited from the Commercial Lot.

(b) This clause do not apply to a Sign attached, erected or exhibited on any part of the Residential Lot by:

(i) the Original Owner, a party on behalf of the Original Owner, or a party authorised by the Original Owner;

(ii) the Development Proprietor, a party on behalf of the Development Proprietor, or a party authorised by the Development Proprietor;

(iii) any Party with the approval of the Building Management Committee; and

(iv) a Sign for which a Development Consent with the approval of the Building Management Committee has issued.

(c) An application to the Building Management Committee for approval must include detailed information about the proposed Sign, including a plan showing its proposed location, the type, size and design and any other information required by the Building Management Committee.

(d) Approval from the Building Management Committee must not be unreasonably withheld.

(e) The role of the Building Management Committee in processing and approving an application is procedural only. The Building Management Committee does not take any responsibility for the adequacy or appropriateness of a consent it may give.

(f) An Owner of or Occupier in the Commercial Lot who has attached to, erected on or exhibited to or from the Commercial Lot a Sign to the Commercial Lot:

(i) must keep each Sign and the part of the Commercial Lot to which it is fixed (including any light box) clean and in a good state of repair and condition;

(ii) must replace each Sign when it is in need of replacement;

(iii) must replace any light when it is in need of replacement; and

(iv) must comply with any condition in the consent issued by the Building Management Committee.

(g) Signage such as "Sale" may only be on the inside of the glass of the shop front of the Benefited Lot and must not occupy more than 25% of the shop front glass.

(h) Signs must comply with the conditions of the Development Consent applicable to the Sign.

(i) The following Signs are prohibited:

(A) Signs which do not relate to the business conducted from the Premises to which they relate;

(B) Signs that are not in keeping with the aesthetic appearance, integrity or design of the Building;

(C) Signs which are not consistent with the architectural integrity of the Building;

(D) "Sale" Signs, unless they are on the inside of the glass windows;

(E) Signs which have exposed cabling;

(F) animated Signs;

(G) Signs which do not have the consent of the relevant Authority (if required);

(H) Signs which do not comply with the terms of all applicable consents (if any); and

(I) A-frame Signs.

34. WASTE MANAGEMENT

34.1 General Obligations

(a) Parties must comply with the directions of the Building Management Committee regarding Waste and its removal.

(b) Parties must not place or leave Waste anywhere in the Building other than in accordance with this clause or Rules made by the Building Management Committee in accordance with clause 17.

(c) Parties must:

(i) promptly remove Waste they have spilled in the Building; and

(ii) promptly clean the area on which the Waste has been spilled.

(d) If a Party breaches clause 34.1(c), the Building Management Committee may recover from that Party the costs of cleaning up the Waste.

34.2 Residential Waste

(a) The Building Management Committee:

(i) must supply the Waste receptacles in the Residential Garbage Room for use by Owners and Occupiers in the Residential Lot:

(ii) must ensure that, in respect of those Waste receptacles:

(A) no odours are permitted to escape from them; and

(B) they are regularly cleaned and deodorised at all times and kept in a state of good and serviceable repair;

(iii) must ensure the Residential Garbage Room is regularly cleaned, kept in a state of good and serviceable repair and that no odours escape from it; and

(iv) is responsible for the management and the removal of Waste generated from the Residential Lot including:

(A) moving the Waste receptacles from the Residential Garbage Room to the relevant collection point; and

(B) returning the Waste receptacles to the Residential Garbage Room after collection.

(b) Owners and Occupiers in the Residential:

(i) must deal with their recyclable Waste as directed by the Member for Residential One Lot; and

(ii) must place their non-recyclable Waste in the garbage chutes or otherwise as directed by the Building Management Committee; and

(iii) must not place Waste in any receptacle in the Commercial Garbage Room.

34.3 Commercial Waste

(a) The Building Management Committee:

(i) is responsible for the Repair and insurance of the Commercial Garbage Room (but not the Waste receptacles in it); and

(ii) must ensure the Commercial Garbage Room is regularly cleaned, kept in a state of good and serviceable repair and that no odours escape from it.

(b) Owners and Occupiers in the Commercial Lot:

(i) are responsible for the management and the removal of their own Waste from the Commercial Garbage Room;

(ii) must supply their own Waste receptacle in the Commercial Garbage Room;

(iii) must ensure that, in respect of their own Waste receptacles:

(A) no odours are permitted to escape from them; and

(B) they are regularly cleaned and deodorised at all times and kept in a state of good and serviceable repair; and

(iv) must place their Waste in their own Waste receptacles in the Commercial Garbage Room and no other Waste receptacles;

(v) must not place Waste in any receptacle in the Residential Garbage Room; and

(vi) must not place their Waste receptacles anywhere else in the Building.

34.4 Treating Waste

(a) Waste must be prepared and placed in the relevant Waste receptacles in the Building in accordance with the applicable recycling guidelines and waste management plan (if any) for the Building.

(b) Non-recyclable material and recyclable material must be separated from each other.

(c) Non-recyclable material must be securely wrapped in small parcels (tins or other containers must be completely drained before being wrapped).

(d) Bottles must be completely drained.

(e) Nothing must be placed in a Waste receptacle other than Waste generated from the use of Lots.

35. GREASE ARRESTOR

35.1 Application of this clause

This clause applies to the grease arrestor located in the basement of the Building, which may be accessed and used in connection with Premises in the Commercial Lot known as Retail 2, Retail 3 and Retail 4.

35.2 Manner of sharing costs

(a) Regardless of anything in this Statement to the contrary, the costs payable by the Member for the Commercial Lot in connection with the grease arrestor must be reimbursed to that Member by those Occupiers of Retail 2, Retail 3 and Retail 4 connected to and using the grease arrestor in the manner determined by this clause.

(b) The Occupier of each of Retail 2, Retail 3 and Retail 4 connected to and using the grease arrestor at the Relevant Date must reimburse the Member for the Commercial Lot the costs incurred by that Member in connection with the grease arrestor according to the proportion the fats, oils and food solids generated from that Occupier's premises at the Relevant Date bears to the total aggregate of fats, oils and food solids generated by all premises accessing and using the grease arrestor at the Relevant Date.

(c) For the purposes of this clause:

(i) the "Relevant Date" is the 21st day prior to the date of each annual general meeting of the Building Management Committee;

(ii) the proportion of fats, oils and food solids generated from each of Retail 2, Retail 3 and Retail 4 at each Relevant Date must be determined by the Member for the Commercial Lot;

(iii) to enable the Member for the Commercial Lot to determine the proportion, the Member may (but is not obliged) to appoint a consultant with the relevant qualifications; and

(iv) the decision of the Member as to the proportion is final and binding (except in the case of manifest error).

36. RISER

36.1 Application of this clause

This clause applies to the exhaust riser, which may be accessed and used in connection with premises in the Commercial Lot known as Retail 2, Retail 3 and Retail 4.

36.2 Manner of sharing costs

(a) Regardless of anything in this Statement to the contrary, the costs payable by the Member for the Commercial Lot in connection with the exhaust riser must be reimbursed to that Member by those Occupiers of Retail 2, Retail 3 and Retail 4 connected to and using the exhaust riser in the manner determined by this clause.

(b) The Occupier of each of Retail 2, Retail 3 and Retail 4 connected to and using the exhaust riser at the Relevant Date must reimburse the Member for the Commercial Lot the costs incurred by that Member in connection with the exhaust riser according to the proportion exhaust generated from that Occupier's premises at the Relevant Date bears to the total aggregate of exhaust generated by all premises accessing and using the exhaust riser at the Relevant Date.

(c) For the purposes of this clause:

(i) the "Relevant Date" is the 21st day prior to the date of each annual general meeting of the Building Management Committee;

(ii) the proportion of exhaust generated from each of Retail 2, Retail 3 and Retail 4 at each Relevant Date must be determined by the Member for the Commercial Lot;

(iii) to enable the Member for the Commercial Lot to determine the proportion, the Member may (but is not obliged) to appoint a consultant with the relevant qualifications; and

(iv) the decision of the Member as to the proportion is final and binding (except in the case of manifest error).

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SECTION 13 – INSURANCES AND RELEASE

37. INSURANCES AND RELEASE

37.1 Insurances

(a) The Building Management Committee must effect the following Insurances:

(i) a damage policy in accordance with the Management Act;

(ii) machinery breakdown insurance for each Shared Facility which is not covered under warranty;

(iii) public liability insurance for each Shared Facility;

(iv) workers compensation if required by Law; and

(v) any other insurance decided by the Building Management Committee.

(b) The Building Management Committee must take out each policy:

(i) in the joint names of each Member; and

(ii) if applicable, in the name of a mortgagee under a mortgage for that Member's respective rights and interests.

37.2 Review Insurances

The Building Management Committee must:

(a) review the Insurances at least once every 12 months;

(b) have the Building valued for insurance purposes by a qualified valuer at least once every 5 years; and

(c) immediately effect new insurances or adjust existing Insurances if there is an increase in or a new risk to the Building.

37.3 Effect Insurances

(a) A Party must not at any time do anything that might:

(i) void or prejudice the Insurances; or

(ii) increase the Insurances premiums.

(b) Clause 37.3(a) does not apply if the Party first obtains the consent of the Building Management Committee.

(c) If a Party does anything to increase an Insurances premium, the relevant Member must pay the increased amount: and the Member may recover the amount from the Party.

37.4 Use by a Party of property

(a) If a Party is permitted to occupy, use or have access to or from any part of another Party's property in the Building, that Party:

(i) does so at its own risk; and

(ii) releases the other Party from any:

(A) claim and demand of any kind; and

(B) liability which may arise from any accident or damage to property or death of or injury to any person in or near that other Party's property or the Building,

relating to such use of the property.

(b) Clause 37.4(a)(ii) does not apply to the extent the damage, death or injury is caused by the negligence of the other Party.

37.5 Payment of excess

Each Member is responsible for the excess payment of any insurance claim that has been made as a result of damage within that Member's part of the Building, but excluding damage to any Shared Facility, which responsibility for the excess payment remains with the Building Management Committee.

37.6 Payment of premiums

The Building Management Committee must ensure the Members pay the premiums in the relative proportion of replacement value as required by section 162 of the Management Act.

37.7 Insurance by Members

(a) Each Member must effect the following insurance for their part of the Building:

(i) public liability insurance;

(ii) office bearers liability insurance;

(iii) machinery breakdown insurance for plant and equipment which is not a Shared Facility and which is not covered under warranty;

(iv) legal defence costs;

(v) workers compensation (if applicable); and

(vi) if the Member is an Owners Corporation, contents insurance for its Common Property.

(b) Each Member must give the Building Management Committee copies of its insurance policies within 4 Business Days of a request from the Building Management Committee.

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SECTION 14 – DEVELOPMENT GENERAL

38. DEVELOPMENT AND SUBDIVISION OF THE BUILDING

38.1 Matters relating to Development and Subdivision

(a) The Parties understand that at the date of registration of this Statement:

(i) the Building may not have been fully constructed or subdivided;

(ii) all parts of the Building that are or could be subdivided under the Legislation may not have been so subdivided; and

(iii) all intended Shared Facilities may not have been constructed or in existence.

(b) Due to Development and Subdivision after the registration of this Statement, changes may be required to the Shared Facilities Register in the manner provided by this Statement.

38.2 Conditions when carrying out Development Works

When carrying out Development Works, the Party responsible for carrying out the works must:

(a) ensure compliance with the requirements of all Authorities;

(b) ensure all relevant Consents are obtained;

(c) ensure compliance with all Consents;

(d) ensure only qualified and, where appropriate, licensed tradesmen are used;

(e) ensure the works are carried out without undue delay;

(f) ensure no unnecessary materials, tools, rubbish or debris are left lying about the Building;

(g) cause as little disturbance as is practicable to Owners and Occupiers;

(h) ensure no damage is done to any Services Apparatus installed in the Building, or if damage is caused, immediately make good that damage;

(i) ensure no damage is caused to the property of any Owner or Occupier, or if damage is caused, immediately make good that damage; and

(j) ensure the works are only carried out within the times permitted by any relevant Consent or if there is no such Consent, within any reasonable times prescribed by the Building Management Committee.

38.3 Completion of Development Works

No later than 14 days after completion of Development Works, the Party responsible for the works must:

(a) ensure all rubbish and debris caused by the works is removed from the Building and environs;

(b) give the Building Management Committee the following:

(i) all plans, specifications, occupation certificates and documents (including policies of insurance) relating to the works; and

(ii) all consents and related endorsed plans, “as built” drawings, fire safety certificates and warranties relating to the works.

SECTION 15 – DEVELOPMENT ACTIVITIES

39. DEVELOPMENT ACTIVITIES BY THE DEVELOPMENT PROPRIETOR

39.1 Development Proprietor

Reference to the Development Proprietor in the Section includes any party acting on behalf of the Development Proprietor.

39.2 Development Activities

(a) Subject to this Section, the Development Proprietor may carry out Development Activities without interference from any Party.

(b) When carrying out a Development Activity, the Development Proprietor:

(i) must first give not less than 21 days' written notice to each Member specifying the intended Development Activity and the proposed duration of that Development Activity;

(ii) may access all reasonable and relevant parts of the Building (including Common Property and Shared Facilities) for the purposes of carrying out the activity for such reasonable period of time as may be necessary; and

(iii) may authorise other parties to do so.

39.3 Shared Facilities and Shared Costs

(a) When carrying out a Development Activity, the Development Proprietor may access, use, connect to, change, relocate, alter, add to or temporarily disconnect any Shared Facility. Where the Shared Facility is required for the business operating from the Commercial Lot, the Development Proprietor must ensure that an alternative temporary supply is provided for any period that the Shared Facility is temporarily disconnected.

(b) The Parties acknowledge:

(i) as a consequence of carrying out a Development Activity, it may be necessary for the Development Proprietor to change the Shared Facilities Register to more accurately reflect the arrangements in connection with the facilities and costs; and

(ii) any such change would require an amendment to this Statement registered at LRS.

(c) If this occurs, the Building Management Committee must put in place arrangements to effect the amendment recommended by the Development Proprietor.

(d) Each Member and each Party must vote in the appropriate manner at the relevant meeting to enable the Building Management Committee to fulfil its obligations to make the amendment.

(e) At its cost, the Building Management Committee must cause to have the relevant documents registered at LRS to effect the amendment, and Members must produce their title deeds to enable this to occur.

39.4 General obligations of the Parties

(a) Each Party agrees:

(i) it will not object to any change or amendment to the Shared Facilities Register recommended by the Development Proprietor as contemplated by clause 39.3;

(ii) it will not object to a Development Activity by the Development Proprietor;

(iii) it will not do anything to hinder or prevent the Development Proprietor carrying out a Development Activity;

(iv) if its consent is required to an Application to enable the Development Proprietor to carry out a Development Activity, it will endorse its consent on that application within 14 days of a request from the Development Proprietor to do so; and

(v) if it is required to execute a Document to enable the Development Proprietor to carry out a Development Activity, it will execute that Document within 14 days of a request from the Development Proprietor to do so.

(b) Each Member and each Party must vote in the appropriate manner at the relevant meeting to enable the Development Proprietor to carry out a Development Activity.

(c) Notwithstanding anything to the contrary in this Section, a Party is not obliged to do any act required of it in this Section if the relevant Development Activity would result in that Party not having access to a Shared Facility which it would have had but for the activity.

39.5 Indemnity in favour of the Development Proprietor

A Party who breaches its obligations in this Section agrees to indemnify the Development Proprietor and keep the Development Proprietor indemnified for all costs, losses, expenses and damages incurred by the Development Proprietor arising out of breach of this clause by that Party.

39.6 Meetings

(a) This clause applies if the Development Proprietor is a Member.

(b) To the extent of any inconsistency between this clause and any other clause in this Statement, the provisions of this clause prevail.

(c) For the purposes of making a decision about a Development Activity:

(i) a meeting of the Building Management Committee may be called by the Representative or Substitute Representative of the Development Proprietor;

(ii) a quorum comprises the Representative or Substitute Representative of the Development Proprietor;

(iii) a quorum is not constituted unless the Representative or Substitute Representative of the Development Proprietor is present at the meeting; and

(iv) the vote of the Representative or Substitute Representative of the Development Proprietor is sufficient to pass a motion at a meeting of the Building Management Committee.

39.7 Exception

Notwithstanding anything to the contrary in this Section, an Owner or Occupier in the Commercial Building is not obliged to do any act required of it in this Section and may object to a proposed Development Activity if:

(a) the proposed Development Activity impacts or impedes or is likely to impact or impede, the business activities being conducted by that Owner or Occupier; or

(b) the proposed Development Activity adversely affects or is likely to adversely affect the access to, egress from or amenity of that Owner or Occupier.

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SECTION 16 – SUBDIVISION AND TRANSFER

40. SUBDIVISION BY A STRATA PLAN

40.1 Subdivision Notice

(a) Within 14 days of registration of a Strata Plan subdividing a Stratum Lot, the Owner of the lot before it was subdivided must give the Building Management Committee a Subdivision Notice.

(b) The Subdivision Notice must include the following information:

(i) details of the Stratum Lot being subdivided;

(ii) a copy of the registered Strata Plan;

(iii) the name, address and ABN of the Owners Corporation;

(iv) the name, address, telephone number and contact name of the strata managing agent appointed by the Owners Corporation; and

(v) the name, address and contact telephone numbers of the Representative and Substitute Representative of the Owners Corporation.

40.2 Membership of the Building Management Committee

(a) Effective from the date of registration of the Strata Plan, the Owners Corporation is the New Member of the Building Management Committee in place of the Outgoing Member.

(b) Until the Building Management Committee is given a Subdivision Notice, the Representative and Substitute Representative of the Outgoing Member remain the Representative and Substitute Representative for the New Member on the Building Management Committee.

40.3 Voting

The Owners Corporation, as the New Member, has the same number of votes on motions at meetings of the Building Management Committee as the Outgoing Member had before registration of the plan.

40.4 Shared Costs

The proportion of Shared Costs payable by the Owners Corporation as the New Member remains the same as that payable by the Outgoing Member before registration of the plan.

40.5 Obligations

(a) Subject to clause 40.5(b), effective from the date a Subdivision Notice is given to the Building Management Committee, the New Member becomes liable for all the obligations of the Outgoing Member under this Statement. Until that date, the Outgoing Member remains liable.

(b) If at the time of giving a Subdivision Notice there are monies payable or owing to the Building Management Committee on any account, then the Outgoing Member and the New Member are jointly and severally responsible to the Building Management Committee for the payment of those monies.

41. SUBDIVISION BY A STRATUM PLAN

41.1 Subdivision Notice

(a) Within 14 days of registration of a plan subdividing a Stratum Lot into further Stratum Lots, the Owner of the lot before it was subdivided must give the Building Management Committee a Subdivision Notice.

(b) The Subdivision Notice must include the following information:

(i) details of the Stratum Lot being subdivided;

(ii) a copy of the registered Stratum Plan;

(iii) the number of votes attributable to each new Stratum Lot (applying the principles in clause 41.3); and

(iv) the proportion of Shared Costs attributable to each new Stratum Lot (applying the principles in clause 41.4).

41.2 Membership of Building Management Committee

(a) Effective from the date of registration of the Stratum Plan, the New Member of the Building Management Committee for each new Stratum Lot created by the subdivision is the same party who was the Member prior to the subdivision.

(b) The Representative and Substitute Representative of the Outgoing Member become the Representative and Substitute Representative for the New Members on the Building Management Committee.

41.3 Voting

The subdivision of a Stratum Lot into further Stratum Lots does not create further voting rights in favour of the new Stratum Lots. Each New Member has between them the same number of votes on motions at meetings of the Building Management Committee as the Outgoing Member had before registration of the plan.

41.4 Shared Costs

(a) The proportion of Shared Costs payable by the New Members is equal to the proportion of Shared Costs payable by the Outgoing Member before registration of the plan.

(b) Until the Building Management Committee is notified by the Outgoing Member of the proportion of costs attributable to each new Stratum Lot, the proportion attributable to each new Stratum Lot is either the amount determined by the Building Management Committee or, if no determination is made, is the proportion expressed as a percentage which the area of each new Stratum Lot bears to the total area of the Stratum Lot before registration of the plan.

41.5 Obligations

(a) Subject to clause 41.5(b), effective from the date a Subdivision Notice is given to the Building Management Committee, the New Member of each Stratum Lot becomes liable for all the obligations of the Outgoing Member under this Statement. Until that date, the Outgoing Member remains liable.

(b) If at the time of giving a Subdivision Notice there are monies payable or owing to the Building Management Committee on any account, then the Outgoing Member and the New Members are jointly and severally responsible to the Building Management Committee for the payment of those monies.

42. TRANSFER OF A STRATUM LOT

42.1 Transfer Notice

(a) Within 14 days of registration of a transfer of a Stratum Lot, the Owner of the lot must give the Building Management Committee a Transfer Notice.

(b) The Transfer Notice must include the following information:

(i) details of the Stratum Lot being transferred;

(ii) the name, address and ABN of the transferee as the New Member; and

(iii) the name, address and contact telephone numbers of the Representative and Substitute Representative of the New Member.

42.2 Membership of Building Management Committee

(a) Effective from the date of registration of the transfer, the transferee becomes the New Member of the Building Management Committee in place of the Outgoing Member.

(b) Until the Building Management Committee is given a Subdivision Notice, the Representative and Substitute Representative of the Outgoing Member remain the Representative and Substitute Representative for the New Member on the Building Management Committee.

42.3 Voting

The transferee, as the New Member, has the same number of votes on motions at meetings of the Building Management Committee as the Outgoing Member had prior to the transfer.

42.4 Shared Costs

The proportion of Shared Costs payable by the transferee as the New Member remains the same as that payable by the Outgoing Member before the transfer.

42.5 Obligations

(a) Subject to clause 42.5(b), effective from the date a Transfer Notice is given to the Building Management Committee, the New Member becomes liable for all the obligations of the Outgoing Member under this Statement. Until that date, the Outgoing Member remains liable.

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(b) If at the time of giving a Transfer Notice there are monies payable or owing to the Building Management Committee on any account, then the Outgoing Member and the New Member are jointly and severally responsible to the Building Management Committee for the payment of those monies.

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SECTION 17 – DAMAGE AND DESTRUCTION

43. DAMAGE OR DESTRUCTION TO THE BUILDING

43.1 Development Act

This Section is subject to any order made under the Development Act.

43.2 Partial Damage

(a) The following provisions apply in the event of Partial Damage:

(i) The Members and any mortgagee having an interest in the Insurances must do all things necessary on their respective parts to make a claim on the Insurances relating to such damage and to pursue the claim if necessary.

(ii) Where Partial Damage is confined to that part of the Building owned by a Member (the "Affected Member"), the moneys received by the Members and any mortgagee having an interest in the Insurances in respect of such damage shall be paid to the Affected Member and such moneys must be applied by the Affected Member in the rebuilding, replacing, Repairing or restoring the portion of the Building so damaged, as the case may require.

(iii) Where Partial Damage is not confined to that part of the Building owned by a Member, the moneys received by the Members and any mortgagee having an interest in the Insurances in respect of such damage shall be divided between the Members in such equitable manner as the Members may agree having regard to the cost of making good the damage. Such moneys must be applied by the Members in rebuilding, replacing, Repairing and restoring the portions of the Building so damaged, as the case may require.

(b) Each Member shall be entitled reasonable access to relevant parts of the Building for the purpose of effecting repairs.

43.3 Total Loss Damage

The following provisions apply in the event of Total Loss Damage:

(a) The Members and any mortgagee having an interest in the Insurances must with due dispatch make joint approaches to:

(i) the Insurer to elect reinstatement as the basis of settlement; and

(ii) to the Authorities with a view to reinstating the Building in accordance with its original design. The Members must co-operate with each other and the Authorities with a view to obtaining the relevant approvals to reinstate the Building in accordance with its original design.

(b) The Members and any mortgagee having an interest in the Insurances must do all things necessary on their respective parts as insured parties to make a claim on the Insurances and to pursue the claim if necessary.

(c) If the Insurer elects reinstatement as the basis of settlement and if reinstatement of the Building in accordance with its original design is permitted by the Authorities:

(i) the Members must commence and carry out with reasonable dispatch the reinstatement of the Building in accordance with its original design from the proceeds of the Insurances;

(ii) the Members and any mortgagee having an interest in the Insurances must apply the proceeds of Insurances forthwith in such reinstatement; and

(iii) the Members and each mortgagee must co-operate with each other regarding such reinstatement and must do all things to assist each other to ensure reinstatement of the Building in accordance with its original design as soon as practicable.

(d) If, instead of reinstatement as the basis for settlement, the Insurer elects to pay an amount specified in the policy as the basis of settlement:

(i) each Member shall receive a proportion of the proceeds of the Insurances paid by the Insurer in the same proportion that the premium was payable by it;

(ii) the Members and any mortgagee having an interest in the Insurances will ensure that any moneys paid to them are applied in this manner;

(iii) each Member has an obligation to apply such proceeds towards reinstatement of that part of the Building on its land;

(iv) each Member must advise the other of its decision whether or not it will reinstate that part of the Building on its land within a reasonable time of such payment; and

(v) the Members must as soon as practicable cause the site of the Building to be cleared of all debris and the cost of such clearing shall be a Shared Cost.

SECTION 18– GENERAL

44. AMENDING THIS STATEMENT

44.1 How this Statement may be amended

This Statement may only be amended by a Resolution of the Building Management Committee.

44.2 Registration of amendment

(a) If the Building Management Committee passes a Resolution to amend this Statement, then as soon as practicable after the meeting approving the amendment the Building Management Committee must put in place arrangements to effect the amendment.

(b) At its cost, the Building Management Committee must cause to have the relevant Documents registered at NSW Land Registry Services to effect the amendment.

(c) Members and Parties must do all that is necessary on their part to enable the Building Management Committee to fulfil its obligations in this clause, including:

(i) voting in the appropriate manner at the relevant meeting;

(ii) signing all relevant Documents;

(iii) procuring any mortgagee to sign relevant Documents; and

(iv) producing the title deed to their Stratum Lot.

45. DISPUTES

45.1 Parties to, and nature of, a Dispute

(a) The party or parties to a Dispute may be the Building Management Committee, a Member, and Owner or an Occupier.

(b) The party or parties entitled to serve a Dispute Notice are:

(i) the Building Management Committee; and

(ii) a Member or Members.

(c) For the avoidance of doubt, Owners and Occupiers of Apartments, Owners and Occupiers of Strata Lots and Owners and Occupiers of Stratum Lots may not serve a Dispute Notice, unless in the case of a Stratum Lot the Owner is a Member.

(d) A Dispute means any disagreement or difference between the parties to the Dispute:

(i) which arises if there is a Deadlock;

(ii) about whether a Party is carrying out its Functions under this Statement in accordance with its obligations in this Statement;

(iii) on the interpretation or construction of any provision of this Statement;

(iv) about resolutions of the Building Management Committee;

(v) about the manner in which a Shared Facility is operated or Repaired; or

(vi) about the manner in which contributions to the Administrative Fund or the Capital Works Fund are determined or levied.

45.2 Notice of a Dispute

(a) A person entitled to serve a Dispute Notice may do so at any time by serving the Dispute Notice in the manner required by this clause.

(b) A person notifies another person or parties by serving a Dispute Notice.

(c) A Dispute Notice must:

(i) identify the subject matter of the Dispute;

(ii) state the facts upon which the person relies;

(iii) identify the provisions of the Statement relevant to the Dispute;

(iv) have attached copies of all correspondence and background information relevant to the Dispute in the possession or control of the person giving the Dispute Notice; and

(v) contain any particulars of the amount of money in Dispute (if any).

45.3 Obligation to resolve

(a) When a Dispute Notice is served the parties to the Dispute:

(i) must meet at least once within 14 Business Days of service of the Dispute Notice; and

(ii) must use their reasonable endeavours in good faith to resolve the Dispute within 28 Business Days of service of the Dispute Notice.

(b) If agreement is reached between the parties to a Dispute within the 28 Business Day period referred to in this clause, then the person serving the Dispute Notice must withdraw the Dispute Notice and the parties to the Dispute must proceed with the agreed action.

45.4 Appointment of an Expert

(a) If within 28 Business Days of service of the Dispute Notice the parties to the Dispute have not resolved the Dispute then at any time after that date a party to the Dispute may serve a notice on the other parties to the Dispute requesting the matter to be referred to an Expert.

(b) If the parties to the Dispute cannot agree on the identity of the Expert to be appointed within 14 Business Days of service of the notice under clause 45.4(a) then at any time after that date until the parties do agree on the identity of an Expert any party to the Dispute may request the President of the Law Society of NSW to appoint the Expert.

(c) The appointment must require the Expert to make a decision within 20 Business Days of the appointment.

(d) The Expert may appoint consultants as the Expert thinks necessary to advise on any aspect of the Dispute.

45.5 Identity of qualifications

(a) The appointed Expert must be a lawyer appointed to practice in New South Wales with a current practising certificate and with experience in property and strata law unless the Dispute is about a matter under clause 45.1(d)(v).

(b) If the Dispute is about a matter under clause 45.1(d)(v) the Expert must be a consultant with qualifications regarding the Shared Facility the subject of the Dispute (as an example, an electrical engineer, a hydraulics engineer or a fire consultant or the party who prepared the original Shared Facilities Register).

45.6 Submission to Expert

(a) Each party to a Dispute may make written submissions to the Expert about the Dispute and costs.

(b) If a party to the Dispute makes a submission, that party must:

(i) submit it within 10 Business Days of the appointment of the Expert; and

(ii) provide the other parties to the Dispute with a copy of the submission within 24 hours of its submission to the Expert.

(c) A party who makes a submission must:

(i) co-operate with the Expert; and

(ii) as required by the Expert, promptly provide the Expert with information in the possession or control of that party and relevant to the matter to be determined.

(d) Clause 45.6(c)(ii) does not apply if the information would be subject to a claim for privilege if the matter were the subject of legal proceedings.

(e) Within 20 Business Days of the Expert's appointment, the Expert must determine the matters in dispute having regard to the written submissions, this Statement and the Expert's own enquiries.

45.7 Expert's determination

(a) The Expert acts as an expert and not as an arbitrator.

(b) Except as to matters of Law, the Expert's decision including any decision about an expense arising from the Dispute is final and binding on each party to the Dispute.

(c) The Expert must:

(i) give reasons for the determination; and

(ii) determine how the cost of any determination is paid.

45.8 Costs

(a) The parties to the Dispute must equally share the costs of the Expert and any consultant appointed by the Expert unless the Expert makes a different determination.

(b) Each party is responsible for their own costs in connection with the Dispute unless the Expert makes a different determination.

45.9 Other action

If there is any disagreement between the parties arising out of or in connection with this Statement which is not a Dispute then:

(a) the parties to the disagreement must use their reasonable endeavours in good faith to resolve the disagreement within 28 Business Days of service of a notice by one party on the other about the disagreement (which notice must contain in reasonable detail the matter the subject of the disagreement with a suggested solution); and

(b) if the parties cannot resolve the disagreement, the parties agree that subject to the provisions of any Law to the contrary their appropriate course of action (if there is a course of action) is in the relevant court of competent jurisdiction.

46. NOTICES AND SERVICE

46.1 Form of notices

(a) Notices and other documents under this Statement must be in writing and:

(i) if being sent by a natural person, must be signed by that person;

(ii) if being sent by a corporation, must be signed by a director or secretary of that corporation;

(iii) if being sent by an Owners Corporation, must be signed under the seal of the Owners Corporation in accordance with section 273 of the Management Act; and

(iv) if being sent by the Building Management Committee, must be authorised by a meeting of the Building Management Committee and signed by the Strata Managing Agent or a Member.

(b) Notices and other documents to a Member must be addressed to the Member and sent to the Representative of the Member as notified under clause 13.4.

(c) Notices and other documents to the Building Management Committee must be addressed to the Building Management Committee and sent to the Strata Managing Agent appointed by the Building Management Committee.

46.2 Service of notices

(a) Notices may only be sent:

(i) by hand;

(ii) by email if the party on whom it is being served has given its email details and consented to receiving notices by email;

(iii) by post; or

(iv) by any other means determined by the Building Management Committee.

(b) A notice is deemed to be given:

(i) if sent by hand, at the time of delivery;

(ii) if sent by email, at the time recorded as being sent; and

(iii) if sent by post, within 3 Business Days of it being posted.

47. LEGAL ADVICE

47.1 Approval by Building Management Committee

The Building Management Committee must not seek legal advice or the provision of any other legal services, or initiate legal action, for which any payment may be required unless a Unanimous Resolution is passed at a properly convened meeting of the Building Management Committee approving the seeking of the advice or services or the taking of that action.

48. GENERAL

48.1 Waiver

A provision of or right created under this Statement may only be waived if the waiver is in writing and signed by the Member granting the waiver.

48.2 Exercise of a right

(a) A Member may exercise a right:

(i) at the Member's discretion; and

(ii) separately or together with another right.

(b) If a Member exercises a single right or only partially exercises a right, that Member may still exercise that right or any other right later.

(c) If a Member fails to exercise a right or delays in exercising a right, that Member may still exercise that right later.

48.3 Severance

(a) Subject to clause 48.3(b):

(i) if a provision of this Statement is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;

(ii) if, despite clause 48.3(a)(i) a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or

(iii) in any other case, the whole provision must be severed.

(b) If an event under clause 48.3(a) occurs, the remainder of this Statement continues in full force and effect.

Registered:	Office Use Only	Office Use Only

SECTION 19 – DICTIONARY

Administrative Fund means the fund established by the Building Management Committee for the purposes contemplated by clause 24.1(b).

Animated Sign includes mechanical moving signs, moving "LED" signs, video/television screens, projected laser signs and other flashing, intermittently illuminated or sequenced lighting signs.

Apartment means that part of the Residential Lot comprising an apartment (it includes the habitable area, the Balcony, and car spaces and storage spaces associated with the apartment): an Apartment may comprise part of the Residential Lot, a Stratum Lot or a Strata Lot.

Apparatus includes:

(a) wires, cables, pipes, drains, ducts, lines, flues, chutes, pumps, filtration system; tanks, cooling towers; and

(b) plant and equipment.

Application means an application of any kind to permit a Development Activity.

Assistance Animal is a dog or other animal:

(a) accredited by a prescribed animal training organisation; or

(b) trained to assist to alleviate the effect of a disability

Authority means any Government Agency or any other authority or body having authority over or jurisdiction in respect of the Building or the land: the Council is an Authority.

Balcony includes balconies, terraces, courtyards, roof top gardens, winter gardens and similar areas.

Building means the building the subject of this Statement, comprising the several parts identified in the Particulars.

Building Management Committee means the committee established under this Statement (and see Section 3).

Building Management Statement means a building management statement registered in accordance with the provisions of Part 23 Division 3B of the *Conveyancing Act 1919* (NSW): the expression includes any amendment or alteration to the building management statement.

Building Manager means a party appointed by an Owners Corporation as the party to assist it with its Functions relating to the operation, repair and replacement of its Common Property.

Business Day means a day on which banks in New South Wales are open for business but does not include a Saturday or a Sunday.

Capital Works Fund means the fund established by the Building Management Committee for the purposes contemplated by clause 24.1(c).

Car Park Management System means the system and procedures the subject of clause 34.1.

Car Park Register means the register the subject of clause 28.4 **Error! Reference source not found.**.

Car Space means that part of the Building designated for parking a vehicle.

Chairperson means the chairperson of the Building Management Committee.

Cleaning Fee means an amount of $25.00 per pet per yearly quarter, or such other quarterly amount as determined from time to time by Resolution of the Building Management Committee.

Commercial Garbage Room means that part of the Building for the storage of Waste generated from the Commercial Lot.

Commercial Lot means lot 2 in the Registered Stratum Plan: it includes all improvements.

Common Property means common property in a Strata Scheme.

Common Property Rights By-Law means an exclusive use and special privilege by-law made in accordance with Part 7 Division 3 of the Management Act.

Consent means a certificate, consent or approval: the expression includes Development Consents and Occupation Certificates.

Council means the council in whose municipality the Building is located.

Deadlock has the meaning given to it in clause 15.4(c).

Development in connection with a part of the Building means:

(a) any extension or addition;

(b) the carrying out of any work or improvement;

(c) demolition works;

(d) erection of scaffolding;

(e) upgrading or redevelopment works;

(f) alterations, modifications or additions to an item of Services Apparatus;

(g) installation of an item of Services Apparatus;

(h) removal of an item of Services Apparatus;

(i) connection to an item of Services Apparatus;

(j) alterations, modifications or additions to a Shared Facility;

(k) installation of a new Shared Facility;

(l) removal of a Shared Facility; and

(m) connection to a Shared Facility.

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

Development Activities are:

(a) Development of part of the Building;

(b) Subdivision of a Stratum Lot or a Strata Lot;

(c) Development Works;

(d) changing the Shared Facilities Register in the manner contemplated by clause 39.3;

(e) amending this Statement in the manner contemplated by this Statement; and

(f) registering a Strata Management Statement, or dispensing with the requirement for a Strata Management Statement, in connection with the Subdivision of a Stratum Lot under the Legislation.

Development Consent means a consent to a development application issued under the *Environmental Planning and Assessment Act 1979* (NSW): the expression includes a complying development certificate and all amendments and variations to a consent or complying development certificate.

Development Proprietor means the party or parties described in the Particulars: and if the Particulars describe more than one party the provisions of this Statement apply severally to each of them.

Development Works means works that are carried out in connection with Development or Subdivision.

Disabled Car Space means those parts of the Building designated as disabled car spaces.

Dispute means a dispute arising from the circumstances described.

Dispute Clause means clause45.

Dispute Notice means a notice served in accordance with clause 45.2(b).

Document includes any document, plan, instrument or by-law.

Expert means a person appointed under clause 45.4.

Facilities Management Fee means the fee payable to the Facilities Manager.

Facilities Manager means the person appointed by the Building Management Committee under clause 27.1(a).

Fire Exit Areas means those parts of the Building to be used for emergency exit from the Building.

Function means a right, obligation or duty.

Garbage includes garbage, refuse and waste.

Government Agency means any government, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or other entity created by a government.

Guide Dog means a dog used to assist a person with impaired sight or hearing.

Insurances means the following:

(a) all insurance which the Building Management Committee must effect under the Legislation and this Statement; and

(b) any other insurances which the Building Management Committee determines to effect.

Insurer means each party with whom the Insurances are effected.

Invitee means a person in the Building at the invitation of, under the control of or with the permission of (whether or implied) a Member or a Party.

Law means any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Legislation means the Development Act and the Management Act or either as the context requires.

Levy Certificate means the certificate the subject of clause 16.4.

Lot means (as the context requires) a Strata Lot or a Stratum Lot.

LRS means NSW Land Registry Services (and includes any body that replaces it or assumes the same Functions).

Major Work means any work that involves structural changes to any part of the Building, work that changes the external appearance of any part of the Building and work that changes the colour of the external surfaces of the Building.

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

Management Fee means the fee payable to the Strata Managing Agent.

Member means a member of the Building Management Committee.

Members' Roll means the roll described in clause 16.2(b).

New Member means the Member of the Building Management Committee immediately following:

(a) the Subdivision of a Stratum Lot by either a Strata Plan or a Stratum Plan; or

(b) the transfer of a Stratum lot.

Notification means a written notice informing an Owner or Occupier that a vehicle is in breach of the Car Park Management System.

Occupation Certificate means a certificate as defined by the *Environmental Planning and Assessment Act 1979* (NSW).

Occupier means the lessee, licensee or occupier for the time being (not being the Owner) of either a Stratum Lot, an Apartment, Premises or a Strata Lot (as the context requires)..

Officer means an officer of the Building Management Committee as specified in clauses 13.6(a) and 13.6(b).

Operating Costs mean the costs of operating the Shared Facilities (to the extent the operating costs are the responsibility of the Building Management Committee) and includes energy costs to the extent they are not separately metered.

Original Owner means the Owner of the land when it was subdivided by the Registered Stratum Plan.

Outgoing Member means the Member of the Building Management Committee immediately prior to:

(a) the Subdivision of a Stratum Lot either by a Strata Plan or a Stratum Plan; or

(b) the transfer of a Stratum lot.

Owner means the registered proprietor, or mortgagee in possession, for the time being of either a Stratum Lot, an Apartment, Premises or a Strata Lot (as the context requires).

Owners Corporation means the owners corporation constituted on registration of a Strata Plan.

Partial Damage means any damage to the Building or any part of it which is not Total Loss Damage.

Particulars means the particulars on page 2 of this Statement.

Party means a party bound by this Statement as described in clause 2.1(c).

Permitted Vehicle means a car, small truck, motorcycle or bicycle.

Pet Register means the pet register the subject of by-law 9.1.

Premises means that part of the Commercial Lot comprising a shop, suite or office (it includes all car spaces and storage spaces associated with the apartment): Premises may comprise part of the Building, a Stratum Lot or a Strata Lot.

Registered Section 88B Instrument means the Section 88B Instrument registered with the Registered Stratum Plan.

Registered Stratum Plan is the Stratum Plan creating the Stratum Lots referred to in the Particulars.

Repair means to clean, maintain, repair, renew or replace.

Repair Costs means the costs of Repairing the Shared Facilities (including any amount payable to a contractor under a maintenance agreement or any other agreement).

Representative means the representative of a Member who must be a natural person.

Residential Garbage Room means that part of the Building for the storage of Waste generated from the Residential Lot.

Residential Lot means Lot 1 in the Registered Stratum Plan: it includes all improvements..

Resolution means a resolution passed at a meeting of the Building Management Committee without a vote being cast against it.

Retail 2 means that part of the Commercial Lot known as Retail 2.

Retail 3 means that part of the Commercial Lot known as Retail 3.

Retail 4 means that part of the Commercial Lot known as Retail 4.

Rule means a rule made in accordance with clause 17.

Secretary means the secretary of the Building Management Committee.

Section 88B Instrument means a document created pursuant to section 88B of the *Conveyancing Act 1919* (NSW).

Security Key means a key, magnetic card or other similar device for use in connection with all parts of the Building (including the Shared Facilities).

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.

Shared Costs are the costs described in clause 21.1.

Shared Facilities Consultant is a party with the qualifications referred to in clause 23.2(g).

Shared Facilities Plan is the plan identifying the location of the Shared Facilities in Section 18.

Shared Facilities Register means the table in Section 17.

Short-term Rental Accommodation Arrangement has the same meaning as in section 54A of the *Fair Trading Act 1987* (NSW), which at the date of registration of this By-law Instrument means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the regulations to be a short-term rental accommodation.

arrangement, but does not include any arrangement prescribed by the regulations not to be a short-term rental accommodation arrangement.

Sign includes any sign, light, advertisement, name, notice, placard, banner or other similar item the purpose of which is to advertise any product, service or activity and includes any sign advertising a Lot for sale or to let.

Statement means this management statement (the expression includes any registered amendment).

Strata Lot means a lot in a Strata Scheme in the Building.

Strata Management Statement means a strata management statement registered in accordance with the provisions of Part 6 Division 1 of the Development Act: the expression includes any amendment or alteration to the strata management statement.

Strata Managing Agent means the person appointed by the Building Management Committee under clause 26.1(a)(i).

Strata Plan means a plan that is registered as a strata plan under the Development Act.

Strata Plan of Subdivision means a plan that is registered as a strata plan of subdivision under the Development Act.

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

Stratum Lot means a lot in a Stratum Plan (including all improvements on it) and, if a Stratum Lot is subdivided under the *Conveyancing Act 1919* (NSW), then a lot or lots created by the subdivision.

Stratum Plan means a plan of subdivision which meets the definition of a "current plan" as defined by section 7A of the *Conveyancing Act 1919* (NSW) which has not been subdivided under the Legislation.

Subdivision means subdivision:

(a) by a plan of subdivision within the meaning of s195 of the *Conveyancing Act 1919* (NSW): it includes the subdivision of a Stratum Lot into further Stratum Lots;

(b) by a Strata Plan; and

(c) by a Strata Plan of Subdivision.

Subdivision Notice means the notice to the Building Management Committee of a Subdivision or proposed Subdivision under clause 40.1(a) or clause 41.1(a).

Substitute Representative means the substitute representative of a Member and must be a natural person.

Total Loss Damage means damage to the Building which requires the demolition and dismantling of the remains of the Building and the total reinstatement of the Building.

Transfer means to assign, transfer, create a trust or change ownership.

Transfer Notice means the notice to the Building Management Committee of a transfer of a Stratum Lot under clause 42.1(a).

Treasurer means the treasurer of the Building Management Committee.

Unauthorised Vehicle means a Vehicle in the Building contrary to this Statement or the Car Park Management System**.**

Vehicle means any motorised vehicle of transport and includes motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers.

Vehicle Information means the following information about a vehicle:

(a) name of the Owner;

(b) registration details;

(c) make and model; and

(d) any other information required by the Building Management Committee.

Visitor Car Space means those parts of the Building designated as visitor car spaces.

Voting Table is the table in the Particulars.

Year means each consecutive period of 12 months, the first commencing on the date of registration of this Statement.

Registered:	Office Use Only	Office Use Only

SECTION 20 – INTERPRETATION

(a) **General**

In this Statement unless the context indicates a contrary intention:

(i) words denoting any gender include all genders;

(ii) the singular number includes the plural and vice versa;

(iii) references to any legislation includes any legislation which amends or replaces that legislation;

(iv) a person includes their executors, administrators, successors, substitutes (for example, persons taking by novation) and assigns;

(v) a person includes companies and corporations and vice versa;

(vi) person includes the Building Management Committee;

(vii) except in the dictionary, headings do not affect the interpretation of this Statement;

(viii) the construction least favourable to the party responsible for drafting this Statement will not be adopted against that party;

(ix) amounts of money are expressed in Australian dollars unless otherwise expressly stated;

(x) a reference to a document includes any variation or replacement of it;

(xi) a reference to an thing includes the whole or each part of it; and

(xii) mentioning anything after “includes” or “including” does not limit what else may be included.

(b) **Business Day**

(i) If this Statement requires that the day on which a thing must be done is a day which is not a Business Day that thing must be done on or by the preceding Business Day.

(ii) If an event occurs on a day which is not a Business Day, or occurs later than 5.00 pm local time at the place that the event occurs, the event is deemed to have occurred on the next Business Day in the place that the event occurs.

(iii) A reference to a day is a reference to a time period which begins at midnight and ends 24 hours later.

(iv) A reference to a period of time unless specifically written otherwise, excludes the first day of that period.

(c) **Undefined words**

Undefined words in this Statement have the same meaning as they do in the Management Act.

(d) **Connected person**

(i) For the purposes of clause 23.2(g), the Shared Facilities Consultant will be regarded as being connected to the Original Owner if the consultant:

(A) is a relative (within the meaning of the local *Government Act 1993* (NSW)) of the Original Owner or, if the Original Owner is a corporation, is a relative of the holder of an executive position in the corporation;

(B) is employed or engaged by the Original Owner or is a business partner of the Original Owner;

(C) if the Original Owner is a corporation, holds an executive position in the corporation;

(D) is the employer of the Original Owner; or

(E) is employed or engaged by, or holds an executive position in, a corporation that also employs or engages the Original Owner or in which the Original Owner holds an executive position.

(ii) However, the Shared Facilities Consultant will not be regarded as being connected to the Original Owner merely because of any dealing, contact or arrangement they have with each other.

Registered:	Office Use Only	Office Use Only

SECTION 21 – SHARED FACILITIES REGISTER

This Section describes:

a) The Shared Facilities;
b) The proportion of the Shared Costs payable by each part of the Building; and
c) The method of determining the proportions.

Only the Building Management Committee and the Facilities Manager and the parties authorised by either of them may access and use Shared Facilities numbered [to be completed].

* The proportions for Insurances (SF3) are based on the relative replacement cost value of each Stratum Lot as required by the *Strata Schemes Management Act 2015* (NSW).

SHARED FACILITY NUMBER	SHARED FACILITY DESCRIPTION	COST ALLOCATION		COST ALLOCATION METHOD
		RESIDENTIAL LOT	COMMERCIAL LOT	

SECTION 22 – 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

Proportion based on the relative replacement cost value of each Stratum Lot as required by the *Strata Schemes Management Act 2015* (NSW).

Method 4

The estimated proportional usage of the Shared Facility by those benefited Members.

Registered: Office Use Only	Office Use Only

EXECUTION:

Dated the day of 20

Registered Proprietor:	
Executed by Salt and Pepper Projects Pty Ltd ACN 125 487 434 in accordance with section 127 of the *Corporations Act 2001* (C'th):	
.....	...……..
Director (signature)	Director/Secretary (signature)
……	...……..
Name of Director (printed)	Name of Director/Secretary (printed)

Registered:	Office Use Only	Office Use Only

EXECUTION:

Dated the **day of** **20**

Registered Mortgagee: