

Approved Form 9	Strata Management Statement	Sheet 1 of 111 sheets
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The provisions of this Strata Management Statement incorporate and are subject to the provisions implied by clause 5, Schedule 4 Strata Schemes Development Act 2015, except to the extent this Strata Management Statement provides otherwise.

Strata Management Statement

The Grand Eastlakes (North) by Crown Group

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Part A

Introduction

1. This Statement and The Grand Eastlakes (North) by Crown Group

1.1 The effect of this management statement

This Statement has effect as an agreement under seal and is binding on:

- (a) the Members;
- (b) the Occupiers of Stratum Lots; and
- (c) Owners and Occupiers of Strata Lots.

1.2 Rights and obligations

A management statement confers rights and imposes obligations on the Owners and Occupiers of lots in the building. It contains provisions about a wide range of issues including meetings, financial management, redevelopment and the maintenance of Shared Facilities.

1.3 What are the different components in The Grand Eastlakes (North) by Crown Group?

The Grand Eastlakes (North) by Crown Group has four distinct components. The Owner of each component is a Member of the Committee and must comply with this management statement. If a Stratum Lot is further subdivided by a strata plan, the Member is the Owners Corporation for the strata scheme. The components of The Grand Eastlakes (North) by Crown Group are:

- (a) Residential Building A;
- (b) Residential Building B
- (c) Residential Building C; and
- (d) the Retail Component.

1.4 Staging of The Grand Eastlakes (North) by Crown Group

Construction of The Grand Eastlakes (North) by Crown Group may be completed in stages. Until the part of the building within a Stratum Lot is constructed and operational, the obligations of the Member who owns the Stratum Lot to pay Shared Costs that are operation, maintenance and repair costs will be suspended. While the obligations of the Member who owns a Stratum Lot to pay operation, maintenance and repair costs for any Shared Facility are suspended, the other Member's obligation to pay the operation, maintenance and repair costs of that Shared Facility will be borne proportionately by the other Members based on their proportionate responsibility for those costs as set out in Schedule 2.

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Part B

Compulsory matters

2. Management of the Building

2.1 Management of the building

A strata management statement regulates the management and operation of a building where the building is subdivided by a plan of subdivision that contains a Stratum Lot. The Grand Eastlakes (North) by Crown Group consists of a building that is subdivided by a plan of subdivision that contains Stratum Lots.

2.2 Management structure

The Committee is responsible for operating and managing The Grand Eastlakes (North) by Crown Group on behalf of the Members. Each Member is a Member of the Committee. Each Member appoints a Representative to attend and vote for them at meetings.

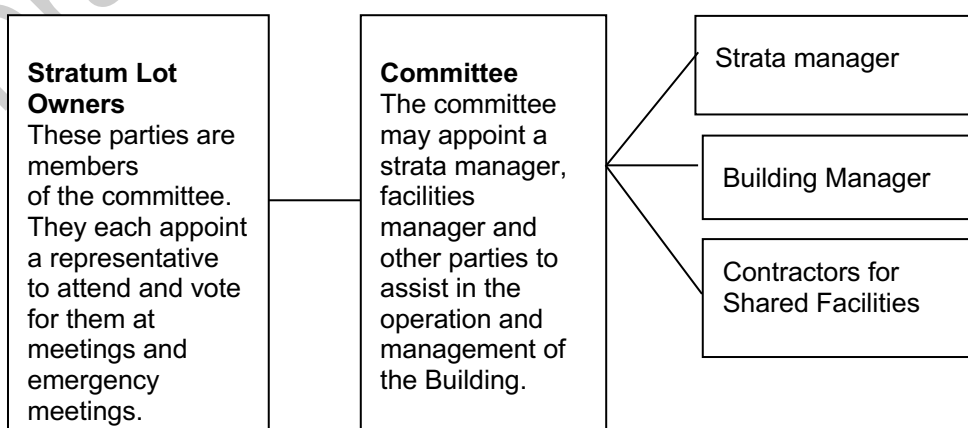
2.3 Who assists the Committee perform its functions?

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

- (a) appoint a Strata Manager to assist in the management of The Grand Eastlakes (North) by Crown Group and perform secretarial and financial functions;
- (b) appoint a Building Manager to supervise the operation of The Grand Eastlakes (North) by Crown Group including the operation, maintenance, repair and replacement of the Shared Facilities; and
- (c) enter into contracts with various Service Providers for the operation, maintenance, repair and replacement of the Shared Facilities.

2.4 Overview of management structure

In summary, the management structure for The Grand Eastlakes (North) by Crown Group looks like this:



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2.5 Establishing the Committee

The Members must:

- (a) establish the Committee within two months after this management statement is registered; and
- (b) always have a Committee.

2.6 Members of the Committee

- (a) All Members are members of the Committee.
- (b) If a Stratum Lot is further subdivided by a strata plan, the Member is the Owners Corporation for the strata scheme.

2.7 What are the functions?

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

- (a) to comply with its obligations and perform its functions according to the Conveyancing Act, Management Act (if applicable) and the Development Act (if applicable) and this management statement;
- (b) to make decisions about the matters in this management statement;
- (c) to convene and hold meetings and Emergency Meetings;
- (d) to determine Administrative Fund contributions and the Capital Works Fund contributions to meet the costs for performing the functions of the Committee;
- (e) to operate, maintain, renew and replace Shared Facilities (subject to this management statement);
- (f) to deal with and make decisions about Shared Facilities according to this management statement;
- (g) to effect insurances according to the Conveyancing Act or the Management Act (whichever is applicable) and this management statement;
- (h) to monitor the performance by Members, Owners and Occupiers of their obligations under the Conveyancing Act, the Management Act (if applicable) and the Development Act (if applicable) and this management statement;
- (i) to monitor the performance of the Strata Manager;

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- (j) to monitor the performance of the Building Manager;
- (k) accept, process and make decisions about Applications according to part 8 of this management statement; and
- (l) to perform ancillary functions necessary to carry out the functions and perform the obligations of the Committee.

2.8 How to make decisions

The Committee may make decisions only according to this management statement and:

- (a) at a properly convened Meeting or Emergency Meeting; and
- (b) by Ordinary Resolution or Unanimous Resolution.

2.9 Power to contract and make appointments

Subject to this clause, the Committee has the power to:

- (a) enter into contracts or other arrangements with Service Providers to assist the Committee perform its functions and comply with its obligations;
- (b) appoint consultants and experts to advise and assist the Committee in the administration and performance of its functions and the compliance with its obligations; and
- (c) appoint persons (eg a Member) to act as its agent to enter into contracts or other arrangements on its behalf.

This power includes the right to terminate contracts, arrangements and appointments.

2.10 Making Rules

The Committee may make Rules to assist in the proper management, operation, maintenance and control of The Grand Eastlakes (North) by Crown Group. However, when the Committee makes a rule it must take into account the mixed-use nature of The Grand Eastlakes (North) by Crown Group and the various components in The Grand Eastlakes (North) by Crown Group.

2.11 If a rule is inconsistent

If a Rule is inconsistent with the management statement or a requirement of a Government Agency, the management statement or requirement of a Government Agency (as the case may be) will prevail to the extent of the inconsistency.

2.12 What Officers must the Committee appoint?

The Committee must appoint as Officers a Secretary, a Treasurer and a Chairperson.

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2.13 Eligibility for election

To be eligible for election as an Officer, a person must be:

- (a) a Representative;
- (b) a Substitute Representative; or
- (c) the Strata Manager.

2.14 Appointment of Officers

The Committee must appoint its Officers within one month after the Committee is established. The Committee:

- (a) may appoint a person (if they are eligible for appointment) to hold the position of one or more Officer;
- (b) may appoint new Officers at any time; and
- (c) must immediately appoint a replacement Officer if an existing Officer vacates their position as an Officer.

2.15 Vacating the position of an Officer

An Officer must vacate their position as an Officer if:

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

2.16 Exercising functions by Officers

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

2.17 The Secretary

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

- (a) to convene meetings and Emergency Meetings;
- (b) to prepare and distribute notices, agendas and minutes for meetings and Emergency

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Meetings;

- (c) to serve notices for the Committee;
- (d) to answer communications sent to the Committee;
- (e) to perform administrative and secretarial functions for the Committee;
- (f) to keep records (other than records which the Treasurer must keep) for the Committee according to this management statement and the Management Act (if applicable); and
- (g) to make the books and records of the Committee available for inspection according to clause 2.20.

2.18 The Treasurer

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

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

2.19 The Chairperson

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

2.20 Inspecting the books and records

- (a) A Member, an Owner or an Occupier (or a person authorised in writing by them) may

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inspect the books and records of the Committee.

- (b) The procedure for inspecting the books and records of the Committee is:
 - (i) the applicant must apply in writing to the Secretary; and
 - (ii) the applicant must pay the Committee an inspection fee of \$30.00 for the first hour of the inspection and \$15.00 for each half hour after that (or other amounts the Management Act requires for the inspection of the books and records of an Owners Corporation).
- (c) The Secretary must allow an applicant to inspect its books and records within 10 business days after the applicant makes a written Application and pays the inspection fee.
- (d) At the cost of the applicant, the applicant may take extracts from or copy the books and records. The applicant cannot remove the books and records unless the Secretary agrees.

2.21 Who may apply for a certificate?

If you are a Member, you or a person authorised in writing by you may apply for an Outstanding Levy Certificate.

2.22 Obtaining an outstanding levy certificate

- (a) The procedure for obtaining an Outstanding Levy Certificate is:
 - (i) the applicant must apply in writing to the Treasurer; and
 - (ii) the applicant must pay the Committee a fee of \$99.00 (or other amount payable for a certificate under section 184 of the Management Act).
- (b) The Treasurer must include in an Outstanding Levy Certificate the following information in relation to the Member specified in the Application:
 - (i) the amount of the regular periodic Administrative Fund contributions and the periods for which the contributions are payable;
 - (ii) the amount of the regular periodic Capital Works Fund contributions and the period for which the contributions are payable;
 - (iii) the amount of any unpaid Administrative Fund contributions or Capital Works Fund contributions;
 - (iv) any amount recoverable for work carried out by the Committee on behalf of the Member in an emergency;
 - (v) any amount and rate of interest payable to the Committee under this

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management statement; and

- (vi) any other information the Committee instructs the Treasurer to include in the Outstanding Levy Certificate.
- (c) The Treasurer must provide an Outstanding Levy Certificate within 10 business days after receiving an application.
- (d) An Outstanding Levy Certificate is conclusive evidence, as at the date of the certificate, of the matters stated in it in favour of a person (whether or not the applicant for the certificate is the person referred to in the certificate) taking an interest in The Grand Eastlakes (North) by Crown Group.

2.23 Keeping books and records

The Committee must keep books and records relating to the exercise of its functions according to this clause. The books and records which the Committee must keep include, without limitation:

- (a) an up-to-date copy of this management statement;
- (b) its agreement with the Strata Manager;
- (c) its agreement with the Building Manager;
- (d) its agreements with Service Providers, contractors, tradespersons and any other persons in relation to Shared Facilities;
- (e) an up-to-date record of address and other details for each Member, Representative and Substitute Representative provided by Members according to clause 4.1;
- (f) notices and minutes of meetings and Emergency Meetings;
- (g) voting papers for meetings and Emergency Meetings;
- (h) financial statements;
- (i) copies of Outstanding Levy Certificates;
- (j) audit reports;
- (k) budgets;
- (l) notices served on the Committee;
- (m) correspondence sent to and by the Committee;
- (n) insurance records;

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- (o) drawings and plans submitted and approved by the Committee under this management statement; and
- (p) all other records relating to the administration and operation by the Committee of The Grand Eastlakes (North) by Crown Group.

2.24 How long are records kept?

The Committee must keep copies of its records for a least seven years from the date of the record.

3. Meeting procedures and voting rights

3.1 Conducting a Meeting or Emergency Meeting

- (a) Subject to this management statement, the Committee may meet to conduct its business, adjourn and otherwise regulate Meetings and Emergency Meetings as it thinks fit.
- (b) The Committee must have a Meeting at least once a year.
- (c) Meetings and Emergency Meetings may be held in person, by telephone, on video or audio conferencing platforms (or any combination of them), in writing or in any other format or using any other technology as determined by the Committee.

3.2 Notice of meetings

Each Member must be given at least seven days notice of a Meeting, unless the requirement for such notice is waived by all Members. Emergency Meetings can be called on shorter notice that is reasonable having regard to the nature of the emergency.

3.3 Quorum for a meeting

A quorum must be present at a Meeting or Emergency Meeting before the Committee may vote on any motions. A quorum for a Meeting or an Emergency Meeting is the Representatives or Substitute Representatives representing all Members entitled to vote.

3.4 Failure to obtain a quorum

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

3.5 Notice of adjourned meetings

If a Meeting or Emergency Meeting is adjourned, the person who convened the Meeting or Emergency Meeting must give notice of the adjournment to each Member entitled to vote at

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least five business days before the adjourned Meeting or Emergency Meeting is due to be held.

3.6 Quorums at adjourned meetings

A quorum at an adjourned Meeting or Emergency Meeting is:

- (a) the Representatives or Substitute Representatives representing all Members entitled to vote; or
- (b) the Representatives or Substitute Representatives present at the Meeting or Emergency Meeting within 15 minutes after the meeting is due to commence.

3.7 Attendance at a meeting

An Owner or Occupier may attend a Meeting (including by proxy appointed in writing). However, they may address the Meeting only with the consent of the Committee and must leave the meeting if asked by the Chairman to do so.

3.8 Special provisions for meetings held in writing

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

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

3.9 How to cast a vote at an Emergency Meeting

A Member entitled to vote may cast a vote at an Emergency Meeting:

- (a) by telephone to the current telephone numbers of the person who convened the Emergency Meeting;
- (b) personally to the person who convened the Emergency Meeting; or
- (c) by email, post or fax to the current email address, current address or current fax number of the person who convened the Emergency Meeting.

3.10 Minutes of meetings

If you convene a Meeting or an Emergency Meeting, you must distribute minutes of the meeting to each Member entitled to vote within ten business days after the meeting.

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3.11 Voting

At all meetings of the Committee, the Members, being each Owner of a Stratum Lot or an Owners Corporation, provided they are not a Member in Default, are entitled through their representative to vote and will each have one vote.

3.12 Voting rights

- (a) The representative of a Member in Default cannot vote at a meeting but can attend and address the meeting.
- (b) A Member's representative must exercise a vote at a meeting in accordance with the direction of the Member who appointed the representative.
- (c) The chairperson does not have a casting vote at meetings of the Committee.

3.13 Appointment

The Committee may by Unanimous Resolution appoint one or more of its members to perform any Committee powers, authorities, duties or functions.

3.14 Delegation

The Committee may at any time and from time to time delegate any of its powers, authorities, duties or functions to the Strata Manager or the Building Manager.

3.15 Records

- (a) The Committee must distribute minutes of its meetings to the Members within 10 days after the meeting.
- (b) The Committee may set a procedure for inspecting and for obtaining copies of the records of the Committee.

3.16 Decisions

The Committee may make decisions only:

- (a) according to this management statement;
- (b) at a properly convened meeting of the Committee; and
- (c) by Ordinary Resolution or Unanimous Resolution.

3.17 Ordinary Resolution

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

- (a) appointing or terminating the appointment of a Strata Manager or Building Manager;

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- (b) appointing or terminating the appointment of a service provider to the Committee;
- (c) entering into contracts of insurance;
- (d) making Rules;
- (e) establishing the Administrative Fund for the day to day costs of operating and maintaining Shared Facilities, insurance costs and administrative costs and determining contributions for their fund; and
- (f) establishing the Capital Works Fund for the Shared Facilities and determining contributions for that fund.

3.18 Unanimous Resolution

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

- (a) amending, adding to or repealing all or any part of this management statement;
- (b) repaying all or part of the Committee's funds to Members;
- (c) changing architectural or landscape standards pursuant to clause 12;
- (d) amending, modifying or adding a Shared Facility; and
- (e) changing, adding to or adjusting the division of costs for any Shared Facility;

provided that any Member who does not have the benefit of or does not contribute to the costs of any Shared Facility does not have a vote for the purposes of any Unanimous Resolution about that Shared Facility.

4. Rights and obligations

4.1 What contact details must Members provide to the Committee?

Members must provide the Committee with the following contact details:

- (a) their current address and the current addresses for their Representative and Substitute Representative;
- (b) their current fax number and the current fax number for their Representative and Substitute Representative;
- (c) their current e-mail address and the current e-mail address for their Representative and Substitute Representative; and
- (d) for an Owners Corporation, the name, telephone number, current address, current fax number and e-mail address of your strata managing agent.

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Members must ensure that at all time the Committee has their current telephone number, address, fax number and e-mail address.

4.2 Compliance by Members

(a) The Members must:

- (i) comply promptly with their obligations under this management statement and the Act;
- (ii) pay promptly their respective contributions for Shared Facilities and any other payments due under this management statement;
- (iii) effect and maintain the Insurances required by this management statement and the Act;
- (iv) implement decisions of the Committee;
- (v) ensure that the Building is effectively managed to a standard appropriate to its permitted use;
- (vi) ensure the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities;
- (vii) not interfere with services used by a Member or Occupiers bound by this management statement;
- (viii) not alter the architectural or landscape standards of the Building unless the alteration is supported by Unanimous Resolution;
- (ix) not release, vary or modify the Easements created to drain water or sewerage serving the Building without the prior written approval of Sydney Water; and
- (x) comply with the Easements.

(b) Each Member will be responsible for its respective acts and those of its Occupiers, contractors, employees and agents in occupying or using parts of another Member's property and will release that other Member, its Occupiers, contractors, employees and agents from any costs, claims or liability unless the other Member, its Occupiers, contractors, employees or agents have been negligent.

(c) Each Member must use reasonable endeavours to require its Occupiers, contractors, employees and agents (and in the case of an Owners Corporation, each owner of a lot in a Strata Scheme) to comply with this management statement and the Easements.

4.3 Rights of Access over parts of the Building

(a) The Members, Owners and Occupiers must not interfere unreasonably with access to or from any part of the Building including the Shared Facilities by another Member,

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Owner or Occupier.

- (b) The Owners Corporations must allow the other Members, Owners and Occupiers the use of common property in their Strata Scheme for access to or from another Stratum Lot or Strata Lot or another part of their Stratum Lot.
- (c) For the purposes of clause 4.3(a) and (b) the Owners Corporation may impose conditions on use and access including the use of security keys and other security devices.

4.4 Access to Shared Facilities

- (a) Each Member must give the Committee access to maintain, repair and replace Shared Facilities located in the common property of a Strata Scheme or a Stratum Lot.
- (b) The Committee must give reasonable notice to a Member before it requires access to that Member's common property to maintain, repair or replace Shared Facilities.
- (c) Except in an emergency, the Committee may gain access under this clause 4.3 to the common property of a Member's Strata Scheme or Stratum Lot only:
 - (i) during the hours reasonably agreed to by the relevant Member; and
 - (ii) according to the reasonable requirements of the relevant Member.

4.5 Agreement to Shared Costs

- (a) The Members agree to the apportionment of Shared Costs as set out in Schedule 2.
- (b) The Members acknowledge that the apportionments are and must always be fair and reasonable having regard to the use and benefit of the Shared Facilities to each Member.

4.6 Nature of obligations

The obligations of the Members under this management statement are joint and several.

4.7 Submissions by Members

A Member who is not a Member in Default has the right to submit to the Committee a proposal to:

- (a) vary, modify, repair, renew or replace a Shared Facility;
- (b) recommend an additional facility for the Building;
- (c) vary Schedule 2;
- (d) alter any external area of the Building;

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- (e) amend this management statement;
- (f) replace the Strata Manager or the Building Manager or appoint a new Strata Manager or Building Manager; and
- (g) consider any other matter or thing to which this management statement has application.

4.8 Access

Despite any other provision of this management statement, if access is required to a Lot by the Committee or any Member, the party that requires access must:

- (a) only access the Lot at reasonable times outside of the trading hours (if applicable) of the Owner or Occupier;
- (b) give the Owner at least 72 hours written notice specifying the work to be undertaken (except in an emergency, where no prior notice by the Committee is required, but as soon as reasonably practicable after the entry the Committee must give written notice of such entry);
- (c) if required by the Owner (and the Owner makes a representative available at the appointed time), accompanied by a representative of the Owner;
- (d) cause as little disturbance to use of the Lot, and the business carried on from it, as is reasonably possible in the circumstances; and
- (e) repair immediately any damage caused to the Lot (including the Owner or Occupier's fixtures and fittings).

5. Dispute resolution

5.1 First resort

If a dispute arises between the Members in connection with a provision of this management statement or the administration of the Shared Facilities or the Building, then that dispute must be dealt with in accordance with this clause 5 and no Member may pursue any action with the New South Wales Civil and Administrative Tribunal or pursue any other legal process or arbitration until the dispute has been determined under this clause.

5.2 Notice requirements

If:

- (a) one or more Members have given to the other Members notice of a dispute in connection with this management statement (**Notice**); and

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- (b) the Members are unable in good faith to settle the dispute within 14 days after the Notice has been given (and in that regard the Members are obliged to have direct dealings with each other either by a meeting or a telephone conference);

then a Member may by notice to the other Members require the dispute to be referred to an independent expert (**Expert Notice**).

5.3 No agreement

If all the Members cannot agree on such an expert within 7 days of the Expert Notice, the expert will be nominated by the president of the relevant institute for determining such expert. If all the Members cannot agree on the most appropriate institute, the institute will be nominated by the chair for the time being of the New South Wales chapter of LEADR (Association of Dispute Resolvers).

5.4 Expert

The person agreed to or appointed is to act as an expert and not as an arbitrator.

5.5 Written submissions

The Members in dispute may make written submissions to the expert regarding the dispute and must give to the expert all relevant information within 7 days of the expert's written request.

5.6 Costs

The cost of the expert's decision will be borne by those Members in such shares as the expert determines. Each party must pay its own costs in connection with the dispute.

6. Service of notices

6.1 Service requirements

A notice, approval, consent or other communication in connection with this management statement must be in writing and must be left at the current address of the addressee, or sent by prepaid ordinary post to the address of the addressee, email to the current email address of the addressee or by facsimile to the current facsimile number of the addressee provided to the Committee under clause 4.1.

6.2 Receipt requirements

- (a) Unless a later time is specified in it, a notice, approval, consent or other communication shall take effect from the time it is received.
- (b) A letter is taken to be received if posted on the third day after posting, an email is taken to be received when the sender's email system generates a confirmation that the email has been successfully sent and a facsimile is taken to be received on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the relevant recipient.

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Part C

Other matters

7. Strata Manager and Building Manager

7.1 The Strata Manager

- (a) The Committee may appoint a Strata Manager to assist it to perform its functions under this management statement.
- (b) The Committee may require the Strata Manager to:
 - (i) ensure the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities;
 - (ii) effect and maintain the Insurance on behalf of the Members;
 - (iii) implement decisions made by the Committee;
 - (iv) prepare a plan for any refurbishment works or any other Works;
 - (v) carry and maintain licences required by law to be a strata managing agent;
 - (vi) carry out or arrange for the carrying out of maintenance, repair and replacement of a Shared Facility, collect from the Members the maintenance, repair, renovation or replacement costs of a Shared Facility; or
 - (vii) carry out or arrange performance of any of the duties contemplated in clause 7.2.
- (c) If the Committee appoints a Strata Manager, it must enter into an agreement with the Strata Manager which clearly sets out the terms of appointment and the functions delegated to the Strata Manager.

7.2 The Building Manager

- (a) The Committee may appoint, negotiate and enter into an agreement with the Building Manager to provide management and operational services for the Building.
- (b) The Committee may require the Building Manager to carry out the following duties under the agreement referred to in clause 7.2(a):
 - (i) caretaking, supervising and servicing Shared Facilities and the Building

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generally;

- (ii) ensuring the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities;
- (iii) carrying out or arrange for the carrying out of maintenance, repair and replacement of a Shared Facility;
- (iv) supervising the cleaning, repair, maintenance, renewal or replacement of Shared Facilities;
- (v) preparing plans for any refurbishment works or any other Works;
- (vi) providing services to the Committee and Members and their occupiers including a letting, property management and/or sale service and any ancillary services;
- (vii) supervising the Committee's employees and contractors; and
- (viii) carrying out any other task that the Committee agrees is necessary for the operation and management of the Building.

8. Insurance

8.1 Statutory insurance

The Committee must effect building insurance for The Grand Eastlakes (North) by Crown Group in accordance with the Conveyancing Act or the Management Act (whichever is applicable).

8.2 Required insurances

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

- (a) effect machinery breakdown insurance for Shared Facilities plant and equipment which is not covered under warranty;
- (b) effect public liability insurance for Shared Facilities for a cover of not less than the amount prescribed by section 161 of the Management Act for an Owners Corporation;
- (c) effect workers compensation insurance if required by law; and
- (d) effect enough insurance cover to pay for increased costs during the period of insurance.

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8.3 Optional insurances

The Committee may effect other types of insurance including, but not limited to, office bearers liability insurance for its Officers.

8.4 Valuations

Subject to the Management Act and the Conveyancing Act, the Committee must have The Grand Eastlakes (North) by Crown Group valued for insurance purposes at least every five years according to section 160 of the Management Act as if a Strata Plan had been registered for a Stratum Lot. The valuation must be done by a qualified valuer or quantity surveyor who has:

- (a) a minimum of five years experience; and
- (b) experience in valuing for insurance purposes buildings like The Grand Eastlakes (North) by Crown Group.

8.5 Building sum insured

The Committee must insure The Grand Eastlakes (North) by Crown Group for the sum determined by the valuer or quantity surveyor (or a higher sum if determined by the Committee acting reasonably).

8.6 Regular review of insurances

Each year the Committee must:

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

The Secretary must include a motion on the agenda for a Meeting to determine these matters.

8.7 Insuring for new risks

The Committee must immediately effect new insurance or adjust existing insurances if:

- (a) there is an increase in risk or a new risk to the Committee or Shared Facilities; or
- (b) the replacement value of the Building is changed as a result of any part of the Building being altered.

8.8 Insurance records

The Committee must:

- (a) keep with its books and records all duplicate or certified copies of insurance policies,

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renewal certificates and endorsement slips for insurances it effects under this clause;
and

- (b) provide a certificate of currency to each Member after it renews an existing policy, alters an existing policy or effects a new policy.

8.9 Payment of building damage insurance premium

Despite any other provision of this statement, the insurance premium for the building damage and destruction policy effected according to the Conveyancing Act, must be apportioned between the Owners under the section 162(2) of the Management Act as if a Strata Plan had been registered for a Stratum Lot.

8.10 Insurance claims affecting only one Stratum Lot

If a claim made under an insurance policy effected by the Committee relates only to one Stratum Lot or Strata Scheme and is caused solely by an event emanating from within that Stratum Lot or Strata Scheme as a result of an act or omission of an Owner or Occupier of, or invitee to, that Stratum Lot or Strata Scheme the Member who owns that Stratum Lot or Strata Scheme must pay any insurance excess payable in respect of that claim and must promptly use the proceeds of the insurance claim to repair the damage or reinstate the relevant part of the Building.

9. Shared Facilities and costs

9.1 Shared Facilities

Subject to the description of each Shared Facility in Schedule 1, Shared Facilities include the:

- (a) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but exclude any of those things which exclusively service one Member's part of the Building;
- (b) any rooms or areas in which Shared Facilities are located;
- (c) any area located in a Member's property that is used by another Member;
- (d) maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (e) parts or consumables used in the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (f) labour used in the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (g) inspection of Shared Facilities (if applicable) by Government Agencies; and

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- (h) certification of Shared Facilities for the purposes of the law.

9.2 Costs of Shared Facilities

Subject to the description of Shared Facilities in Schedule 1, costs relating to Shared Facilities include costs for:

- (a) the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (b) parts or consumables used in the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (c) the inspection of Shared Facilities (if applicable) by Government Agencies;
- (d) labour used in the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
- (e) the certification of Shared Facilities for the purposes of the law.

9.3 Contribution to Shared Costs

- (a) The Members must contribute to the Shared Costs in the proportions referred to in Schedule 2.
- (b) The Members acknowledge that the proportions of the Shared Costs are based on those methods for allocation referred to in Schedule 2 and are appropriate.

9.4 Estimate of Shared Costs

- (a) The Committee must estimate how much money it will need for each 12 month period in advance to pay the Shared Costs incurred under this management statement.
- (b) The estimate referred to in clause 9.4(a) must be made no later than 30 days after the registration of this management statement and after that, as required by the Committee.

9.5 Contributions to Shared Costs

- (a) The Committee must impose a contribution on each Member being each Member's Share of the relevant estimate under clause 9.4(a) by written notice and each Member must pay the contribution within the time specified for payment in the notice.
- (b) If there is no apportionment for the cost of Shared Facility in schedule 2 and costs are incurred for that Shared Facility, the Committee may determine the apportionment by Unanimous Resolution.

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9.6 Additional expenses contribution

If the Committee is faced with additional expenses which it cannot immediately meet from funds accumulated after levying each Member in accordance with clause 9.5, then it must impose a further contribution on each Member to meet the additional expenses as determined by the Committee in accordance with the appropriate formula for allocation.

9.7 Establishing accounts

- (a) The Committee may establish 2 accounts for contributions to Shared Costs:
 - (i) a capital works fund to pay for renewals and replacement of Shared Facilities; and
 - (ii) an administrative fund to pay the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs that are not capital works fund costs.
- (b) The Committee must levy the first contribution within two months after this management statement is registered.
- (c) The Committee must budget and levy sufficient contributions for its funds under clause 9.7(a) to comply with its obligations under this management statement.

9.8 Accounting

- (a) Within 2 months after the expiration of each 12 month period referred to in clause 9.4(a), the Committee must provide to each Member a duly audited report comprising but not limited to:
 - (i) a statement of income and expenditure;
 - (ii) the balance carried forward from the previous period and the cash in hand at the end of the current period; and
 - (iii) particulars of any arrears of contributions.
- (b) The Committee must open a bank/building society account and pay into it all amounts received under this clause 9. Withdrawals from that account must only be used for purposes permitted under this management statement or in accordance with a Unanimous Resolution authorising an expenditure of money.
- (c) The Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Committee may:
 - (i) credit it to one of the Committee's accounts; or
 - (ii) pay it to the Members in shares decided by the Committee.

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9.9 Dealing with surplus funds

If there are surplus funds in any fund established under clause 9.5, the Committee may by Unanimous Resolution distribute them between the Members in the shares decided by the Committee, having proper regard (as far as practicable) to the proportions in which each Member contributed to the surplus funds.

9.10 Member in Default

If a Member fails to pay a contribution imposed under either clauses 9.5 or 9.6, it will then be a Member in Default and:

- (a) any money payable and unpaid by the Member in Default accrues interest at the Default Rate and may be recovered by any other Member (acting as agent for the Committee) as a debt due and owing; and
- (b) if another Member has paid the Member in Default's contribution, then the amount equivalent to that contribution owing must be paid to that other Member when recovered without deduction of any costs or expenses incurred in such recovery and the Committee will decide what proportion of interest at the Default Rate payable under clause 9.10(a) (if any) is to be paid to the other Member to compensate that Member for paying the Member in Default's contribution;
- (c) while a Member remains a Member in Default, that Member's representative is not entitled to exercise its vote at any meeting of the Committee.

9.11 Failure to provide information

- (a) The Committee may do anything under this clause 9 which in the opinion of the Committee, a Shared Facility Member has not done or not done properly.
- (b) If the Committee exercises a function under clause 9.11(a) the Shared Facility Member must reimburse the Committee for its costs in exercising the function.

10. Alterations to Shared Facilities and Shared Costs

10.1 Acknowledgment

The Members acknowledge that Schedule 1 and Schedule 2 may need to be amended if:

- (a) additional Shared Facilities are identified;
- (b) any of the Shared Facilities are modified or replaced;
- (c) there are any alterations to the Building;
- (d) there are any variations in the usage of the Shared Facilities;

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- (e) the Shared Costs in Schedule 2 result in a manifestly unfair allocation of Shared Costs between relevant Members; or
- (f) changes to legislation require it.

10.2 Alterations to Shared Facilities

- (a) The Committee may vary, modify, alter, add to, repair, renew or replace the Shared Facilities as required and such, when carried out, will be treated as amending Schedule 1 and Schedule 2 in the appropriate way.
- (b) When the Committee varies, modifies, alters or adds to a Shared Facility, the Committee must review that allocation of Shared Costs in respect of the Shared Facility that is varied, modified, altered or added to ensure the allocation of Shared Costs in respect of those Shared Facilities is or remains fair.

10.3 Alterations to Shared Costs

The Committee may vary a Member's Share if there is a change in that Member's usage of the Shared Facilities.

10.4 Periodic review of Shared Costs

- (a) The Committee must, at least once every five years, review the allocation of Shared Costs for each of the Shared Facilities to ensure that the allocation of Shared Costs remains fair.
- (b) If following the review the Committee determines that the Shared Costs for any Shared Facility are not fairly allocated or if any Member is of the view that the Shared Costs for any Shared Facility that they pay for are not fairly allocated, then
 - (i) if all Members who pay for a Shared Facility agree on a new allocation of Shared Costs for the Shared Facility, the Committee must amend Schedule 2 accordingly and with effect from the next period for payment of Administrative Fund and Capital Works Fund contributions; or
 - (ii) if all Members who pay for a Shared Facility do not agree on a new allocation of Shared Costs for any Shared Facility or Shared Facilities, the Committee must promptly engage an expert to prepare a report on the allocation of the costs of each those Shared Facilities based on the nature of the Shared Facility and any available information about the use of the Shared Facility over the prior three years and to recommend any necessary changes to Shared Costs. If the expert report recommends that the allocation of Shared Costs for a Shared Facility should be changed then the Committee must adopt the recommendation of the expert and amend Schedule 2 accordingly.
- (c) If a Member who pays for a Shared Facility disputes the expert's recommendation about the Shared Facility, the Member may within 30 days of the date of the experts report issue a dispute notice under clause 5 ("Dispute resolution") in which vent the

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dispute resolution provisions in clause 5 ("Dispute resolution") will apply to the determination of the allocation of the Shared Costs with respect to the relevant Shared Facility.

- (d) The Committee must engage an expert to prepare a report on the allocation of the costs of that Shared Facility. If the expert report recommends that the cost of a Shared Facility should be changed having regard to information available as to the usage of the Shared Facility over the preceding 3 years, then the Committee must adopt the recommendation of the expert and Schedule 1 and the Shared Facilities Register will be amended accordingly.
- (e) The Committee must promptly amend Schedule 2 to record any changes to Shared Costs pursuant to this clause 10.4 ("Periodic review of Shared Costs") and register the amendment.

10.5 Rights of Members to change Shared Facilities

Despite any other provision of this statement to the contrary, a Member may make at the Member's cost the additions, changes and extensions ("**Changes**") to Shared Facilities on registration of a subdivision plan for a Stratum Lot (including a Strata Plan) if:

- (a) the Change to be made does not result in a Stratum Lot (owned by another Owner) suffering a permanent material reduction in its rights to use each relevant Shared Facility; and
- (b) any variation of the apportionment of costs for each relevant Shared Facilities does not result in a Stratum Lot (owned by another Owner) bearing a materially higher proportion of costs for that Shared Facility after the Change; or
- (c) in any other case, the Member obtains the approval of the Committee given by Ordinary Resolution.

Members must without delay do all things reasonably necessary to enable a Change to be made according to this clause.

11. Maintenance of Shared Facilities, the Building and redevelopment

11.1 Member to maintain

Members must maintain, repair and where necessary replace the Shared Facilities forming part of that Member's Strata Scheme or Stratum Lot.

11.2 Committee may maintain

The Committee may at its discretion arrange for and procure the carrying out of maintenance, repair or replacement of the Shared Facilities as if it were the Member responsible under the Act to maintain, repair or replace the Shared Facilities (being part of that Member's Strata Scheme or Stratum Lot). If the Committee carries out maintenance, repair or replacement of

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Shared Facilities (being part of a Member's Strata Scheme or Stratum Lot) it must pay for the repair and maintenance out of money standing in the accounts referred to in clause 9.7.

11.3 Committee may direct maintenance

The Committee may direct, by notice in writing, a Member ordinarily responsible under Act to carry out maintenance, repair or replacement of Shared Facilities (being part of that Member's Strata Scheme or Stratum Lot) to carry out maintenance, repair and replacement of any Shared Facilities referred to in the notice. If the Committee gives a notice directing the Member to carry out maintenance, repair or replacement of Shared Facilities, the Member must carry out the maintenance, repair and replacement and the Committee must pay the full cost to the Member out of money standing in the accounts referred to in clause 9.7 as and when the cost becomes due for payment.

11.4 Committee's obligations when carrying out works

When carrying out any works to the Shared Facilities the Committee must comply with all obligations under this management statement (including without limitation clauses 20.6 and clause 21.2) that apply to Members and Owners when carrying out works under this management statement.

11.5 Members responsible for own Stratum Lot

Each Member must:

- (a) properly maintain and keep in a state of good and serviceable repair that part of the Building within that Member's Stratum Lot;
- (b) maintain the structures, conduits, machinery, equipment and any other thing or service integral to the proper operation and the support of any part of the Building (to the extent those structures, conduits, machinery, equipment and other things or services are located within the Member's Stratum Lot) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or service are regularly inspected, maintained, repaired and kept in a sound structural and fully operational and working condition;
- (c) properly operate and repair, and whenever reasonably necessary renew or replace any fixtures or fittings which may if not properly operated, repaired, renewed or replaced, have an adverse impact on the proper functioning of the Shared Building Facilities; and
- (d) allow the other Members at reasonable times on reasonable notice to enter their Stratum Lot to access items within their own Stratum Lot where alternative access is not reasonably available or is likely to be substantially more costly, or to access their Stratum Lot or another Stratum Lot to exercise rights or preform obligations pursuant to any easement.

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11.6 Failure of Member to carry out its obligations

- (a) If the Member does not carry out its obligations under clause 11.4 then the Committee may do anything reasonably necessary for the purpose of exercising the requirements of clause 11.4, including:
 - (i) carrying out work on the Member's Lot to do anything the Member has failed to do under clause 11.4;
 - (ii) enter the Member's Lot with or without tools and equipment and remain there for the period of time for that purpose.
- (b) In exercising its rights under this clause, the Building Management Committee must:
 - (i) ensure that all work is done properly;
 - (ii) cause as little interference as practical to any occupier of the Member's Lot;
 - (iii) cause as little damage as possible to the Member's Lot and any improvements on it; and
 - (iv) if damage (being damage arising because the Member's Lot has not complied with clause 11.4) is caused, restore the Member's Lot as nearly as practicable to the condition it was in before the damage occurred.
- (c) Except where urgent work is required, the Committee must:
 - (i) before exercising its rights under clause 11.6(a), by written notice, give the Member a reasonable period of time, having regard to the nature of the obligation not performed, to carry out the obligation;
 - (ii) give the Member reasonable notice of intention to enter the Member's Lot.
- (d) The Committee may recover any expense it incurs under this clause 11.6 from the relevant Member as a debt, and may include that expense in the Administrative Fund contributions payable by that Member.

11.7 Upgrading and redevelopment

- (a) The Members agree and acknowledge that in addition to and in compliance with the requirements of this management statement, the Building will require upgrading from time to time, and the Building may need to be redeveloped.
- (b) If the Committee by Ordinary Resolution resolves to upgrade or redevelop the Building, the Committee must procure the preparation of concept plans, indicative costings and a funding proposal for consideration by the Members.
- (c) Within 42 days after the Committee submits the upgrade or redevelopment proposal to the Members, the Committee must meet to resolve whether or not to implement the

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proposal.

- (d) If the Committee resolves by Special Resolution to implement the upgrade or redevelopment proposal, the Committee must apply for any approvals required for the upgrade or redevelopment works and engage contractors to perform the works. The Members must do all things reasonably necessary to enable the Committee to obtain these approvals, raise finance to fund the works and engage contractors, the Members must, as and when required, contribute any funding required of them in connection with the upgrade or redevelopment works.
- (e) Each Member may, in its absolute discretion and at its sole cost, upgrade or redevelop their Stratum Lot.
- (f) The Members agree not to unreasonably withhold their consent to any application by a Member to carry out any upgrading or redevelopment work, so long as the proposed upgrading or redevelopment works are in accordance with the requirements of Sydney City Council, any other Government Agency having jurisdiction or any architectural standards, maintenance manual or similar document adopted by the Committee for the Building.
- (g) When undertaking any redevelopment under this clause, the Members must comply with their obligations under this management statement that apply to Members when carrying out Works.

12. Architectural and landscape standards

12.1 Architectural and landscape standards

- (a) The Committee may by Unanimous Resolution adopt architectural and landscape standards for the Building.
- (b) The Members must comply with the architectural and landscape standards.
- (c) The Committee may amend, modify or add to the architectural or landscape standards by Unanimous Resolution.
- (d) Only a representative of a Member whose Strata Scheme or Stratum Lot common property will be directly affected by an amendment, modification or addition to architectural or landscape standards may vote in a resolution regarding those matters.
- (e) A person bound by these standards may apply to the Committee to change the standards by the procedures for application set from time to time by the Committee.
- (f) The Committee's review and decision on applications for amendment, modification or additions to the standards are in its absolute discretion.
- (g) Compliance with this clause does not relieve any person from an obligation to obtain a

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consent under the relevant Strata Scheme by-laws or from any relevant statutory authority.

13. Telecommunications equipment

The Members and Owners acknowledge that from time to time there may be located on the roof of the Building and at various locations throughout the Building telecommunications equipment including but not limited to aerials, antenna, microwave dishes together with associated cables, pipes and wires which must be installed with the approval of all the relevant statutory authorities and the Committee.

14. Power to make Rules

14.1 Committee to make rules

- (a) The Committee has the power to make Rules regarding access to Shared Facilities by Members, Owners and Occupiers. Members, Owners and Occupiers must comply with the Rules.
- (b) Any Rule made by the Committee must not adversely affect the rights of the Occupier of the supermarket premises in the Retail Component pursuant to the development consent permitting the use of the supermarket premises or any management plan pursuant to the development consent for the Building that relates to Shared Facilities used by the Occupier of the supermarket premises.

14.2 Inconsistencies

If there is any inconsistency between this management statement and an easement to use and access a Shared Facility, this management statement prevails to the extent of the inconsistency.

15. Provision of services

15.1 What are the powers of the Committee?

Subject to sub-clause 15.2, the Committee has the power to supply the following services to Members, Owners and Occupiers:

- (a) electricity supply;
- (b) gas supply;
- (c) hot, cold and non-potable water supply;
- (d) Embedded Network Services;

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- (e) Embedded Network Customer Services;
- (f) Embedded Network management services; and
- (g) any other supply or service.

15.2 When can the Committee supply services?

The Committee has the power to supply the services referred to in clause 15.1 to Members, Owners or Occupiers if:

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

15.3 Power to enter into contracts

The Committee has the power to:

- (a) enter into contracts and agreements with the providers of services; and
- (b) to appoint and enter into agreements with Embedded Network Suppliers for the installation of Embedded Networks in the Building and for the supply of Embedded Network Services to The Grand Eastlakes (North) by Crown Group generally and to Stratum Lots, Strata Lots and Owners Corporations.

15.4 Disconnecting a service

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

- (a) if the disconnection does not interfere with the provision of that service to another Member, Owner or Occupier who has paid the Committee for the service; and
- (b) reasonable notice has been given to the Member, Owner or Occupier whose service is being disconnected.

15.5 Matters the Committee must take into account

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

- (a) how it will recover costs from Owners and Occupiers who may connect to the service

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(who are not Members);

- (b) how the service will be metered; and
- (c) whether the service will be a Shared Facility.

16. Using approved contractors

16.1 Overview

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

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

16.2 Obligations of Committee

- (a) The Committee must:
 - (i) appoint and make sure that contractors and consultants approved by it are always available to maintain Shared Facilities and do structural building works; and
 - (ii) give each Member a list of current approved contractors and consultants.
- (b) The Committee may make a decision to approve a contractor or consultant in its absolute discretion.

16.3 Obligations of Members, Owners and Occupiers

Member, Owners and Occupiers must only use contractors approved by the Committee for all work described in this clause 16. If work is to be performed within a Stratum Lot that is directly linked to the work being performed on behalf of the Committee, the relevant Member must, at its cost, use the same contractor who has been engaged by the Committee to perform that work.

17. Damage to Shared Facilities

Members, Owners and Occupiers must:

- (a) use Shared Facilities only for their intended purposes;

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- (b) immediately notify the Committee if they know about damage to or a defect in a Shared Facility; and
- (c) compensate the Committee for any damage to Shared Facilities caused by the relevant Member, Owner or Occupier, their visitors or persons doing work in the Building on their behalf.

18. Restricting access to Shared Facilities

Subject to this management statement, the Committee may restrict access to Shared Facilities.

19. Access to the Building

19.1 Access through secured areas

If boom gates or other access control or security devices are installed by a Member that prevents the exercise of a right of access by a Member, Owner or Occupier to their Stratum Lot or Strata Lot, the member must provide the Committee with security keys that enable the relevant Members, Owners and Occupiers to exercise their right of access to their respective lots at all times.

19.2 Members, Owners and Occupiers rights and obligations

Members, Owners and Occupiers must:

- (a) take all reasonable steps not to lose security keys and access control devices;
- (b) return security keys and access control devices to the Committee if they are not needed;
- (c) notify the Building Manager immediately if a security key or access control device is lost;
- (d) comply with the reasonable instructions of the Building Manager or Committee about security keys and, in particular, about re-coding and returning security keys and access control devices; and
- (e) reimburse the Committee for the cost of or associated with the issuing of any replacement security keys or of cancelling security keys, as required by them.

Members, Owners and Occupiers must not:

- (a) copy a security key or access control device; or
- (b) give a security key or access control device to someone who is not a Member, an Owner or an Occupier;

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19.3 Who owns security keys?

Security keys and access control devices belong to the Committee.

19.4 Managing the security key system

The Committee will keep an up-to date register of the persons holding security keys and access control devices.

20. Restriction on Works

20.1 Member must not carry out Works

A Member must not carry out Works at the Building unless:

- (a) the Works have been approved by the Committee under this part (which approval must not be unreasonably withheld, provided that the applicant complies with the requirements of this part); and
- (b) all necessary approvals are obtained by Government Agencies.

20.2 Carrying out Works

All Works must be done strictly in accordance with:

- (a) any approvals for those Works given by the Committee and Government Agencies according to this management statement; and
- (b) all laws (including all environmental laws).

20.3 When to apply for Government Agency approval

A Member must not apply for Government Agency approval to carry out Works until the Member has obtained Committee approval.

20.4 Members must apply to Committee to carry out Works

If a Member proposes to carry out any Works the Member must:

- (a) lodge an application with the Committee that complies with clause 20.5 and obtain the Committee's approval for the application before it commences any Works; and
- (b) comply with the reasonable requirements of the Committee in carrying out the Works.

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20.5 Applications

Applications for Committee approval must be:

- (a) submitted by the Member or the Member's nominee or agent in writing;
- (b) submitted to the address for service of the Committee, which is the secretary's address; and
- (c) accompanied by 2 copies of, if applicable:
 - (i) building plans (including elevations and cross sections) and specifications relevant to the Works;
 - (ii) the descriptions and samples of exterior materials and colours and external light fittings if they are available;
 - (iii) a report setting out the impact of the Works on Shared Facilities, including how the Member proposes to minimise interruption to the Shared Facilities; and
 - (iv) a report from a suitably qualified engineer setting out the effect of the Works on the structural integrity of the Building.

20.6 Minimum requirements for Works

The Works must not:

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

20.7 Additional information

The Committee may require an applicant Member to give additional information to clarify details in the application or the criteria that the Committee must assess when it considers the application. The Committee must make a request for additional information within 10 business days of receiving the application. The applicant Member must supply the additional information as soon as reasonably possible.

20.8 Retail Fitout Works

Members who wish to perform Retail Fitout Works:

- (a) are not required to obtain Committee approval for the fitout works unless the fitout

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works includes Works;

- (b) must in all other respects comply with the requirements of clauses 20 and 21 in relation to Works, except if the works are minor fit out works inside retail or commercial premises; and
- (c) must comply with any fitout manual adopted for the Retail Component.

21. Committee approvals

21.1 Committee approval

After the Committee has considered an application it must give the applicant Member written notice approving the application (conditionally or unconditionally) or rejecting the application. The Committee must give the notice:

- (a) if the Committee does not require further information about an application, within 20 business days of receiving the application; and
- (b) if the Committee does require further information, within 10 business days after it receives the additional information.

21.2 Mandatory conditions

All applications that are approved by the Committee are subject to the following conditions:

- (a) The applicant Member must pay promptly all costs, charges and expenses in connection with the Works;
- (b) The applicant Member must ensure that the Works are done:
 - (i) in a proper and workmanlike manner;
 - (ii) with good construction practices, techniques and use of good quality materials;
 - (iii) by skilled, qualified and licensed contractors, where appropriate;
 - (iv) in accordance with the requirements of any relevant Government Agency; and
 - (v) in accordance with the approval of the Committee;
- (c) The applicant Member must use all reasonable endeavours to ensure that as little disruption as possible is caused to other Members, Owners and Occupiers; and
- (d) The applicant Member must provide 'as built plans' to the Committee at completion of the Works.

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(e) The applicant Member must ensure that:

- (i) proper and adequate access is available for the public to and from the Building at all times;
- (ii) the method of carrying out the works keeps noise, vibration and the intrusion of dust and dirt into the Building to a minimum; and
- (iii) the works are carried out at times which minimise (so far as is reasonably possible) disruption to the Owners and Occupiers of the Building.

21.3 Other conditions

Conditions imposed by the Committee may include, but are not limited to:

- (a) submission of any additional plans and specifications or such other information as required by the Committee;
- (b) changes being made to any of the items or information included in the application;
- (c) maintaining and ensuring that the applicant Member's contractors maintain:
 - (i) the insurance required by law in respect of all persons employed in connection with the Works;
 - (ii) policies for public liability insurance, professional indemnity insurance and contractors' all risk insurance with respect to the Works,
 noting the interests of the Members in the policies.
- (d) compliance with all laws and requirements of Government Agencies;
- (e) approving contractors for work carried out to Shared Facilities;
- (f) payment of any costs associated with altering or amending the Shared Facilities; and
- (g) relevant indemnities for public liability.

21.4 Confirmation of approval

All approvals must be signed by the secretary or, in their absence, the chairperson of the Committee or by the Strata Manager if the Committee has delegated that responsibility to the Strata Manager.

21.5 Expiry of approval

A Committee approval expires when any relevant Government Agency approval expires, or, if there are no other expiry dates, two years from the date of the Committee approval.

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21.6 Changes

If an applicant Member:

- (a) has obtained a Committee approval; and
- (b) obtains all necessary approvals from relevant government agencies; and
- (c) the Works have changed since the Committee approval was obtained because of the requirements of the relevant Government Agency or construction contingency,

the applicant Member must submit to the Committee, at the address for service of the Committee, which is the secretary's address, two copies of all necessary plans and sufficient information that shows or describes the extent of the changes.

21.7 Non-substantial changes

If the change is not a substantial change, the information is submitted to the Committee for information only.

21.8 Substantial changes

If the change is a substantial change, the Committee may modify its original approval by giving a modified approval within 10 business days after receipt of the information set out in clause 21.6 from the applicant Member.

21.9 Committee must act reasonably

The Committee cannot unreasonably withhold its consent to an application or impose conditions on an approval that are not relevant and reasonable in the circumstances.

21.10 Inspection and compliance

This is the procedure for the inspection of Works when they are complete:

- (a) the applicant Member must notify the Committee that the Works are complete and, with the notice, give the Committee plans of the Works (if relevant);
- (b) within 5 business days of receiving the notice the Committee may inspect the Works;
- (c) subject to clause 21.11, if the Committee considers that the Works have not been completed in accordance with the Committee approval, the Committee must notify the applicant Member in writing of the non-compliance, specifying the particulars of non-compliance, within 10 business days after the inspection;
- (d) if the Committee does not inspect the Works or does not notify the applicant Member of any non-compliance within 10 business days after the inspection, the Committee is deemed to have approved the Works as completed; and
- (e) the applicant Member must remedy the non-compliance within 30 days after receiving

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the notice from the Committee, and then the notice and inspection procedure described in this clause applies again.

21.11 Notice of non-compliance

The Committee may only serve a notice of non-compliance under clause 21.10 if the non-compliance has resulted in a material adverse impact on the appearance or structural integrity of the Building or the Shared Facilities.

21.12 Non-compliance

If the applicant Member does not comply with clauses 20 or 21 or with any approval issued by the Committee under this part, the Committee may serve a notice on the applicant Member requiring it to remedy the non-compliance within a reasonable period set out in the notice.

21.13 Remedy

If the applicant Member does not remedy the non-compliance in the period set out in the notice, the Committee may:

- (a) enter any part of The Grand Eastlakes (North) by Crown Group where the non-compliance has occurred; and
- (b) remedy the non-compliance; or
- (c) remove the non-complying Works; and
- (d) recover the costs of its action under this clause as a liquidated debt from the applicant Member.

21.14 Preventing a breach

The Committee may take any action it considers necessary to prevent a breach of this statement, particularly this part. For example, without limitation, it may:

- (a) require all work on the relevant part of The Grand Eastlakes (North) by Crown Group to cease; or
- (b) restrict the access of the applicant Member, its agents, employees or contractors to the relevant part of The Grand Eastlakes (North) by Crown Group.

21.15 No liability of the Committee

Neither the Committee, nor any Member of the Committee, is liable to any applicant Member for any loss, damage or injury arising out of or in any way connected with any recommendation, approval (conditional or unconditional) or disapproval given under this part unless due to the wilful misconduct, bad faith, or criminal act of the Committee or their duly authorised Representative.

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21.16 Indemnity

The applicant Member must indemnify the Committee, any agent, employee or contractor of the Committee against all losses, claims, demands and expenses that the Committee, or any agent, employee or contractor of the Committee sustains or incurs due to the Applicant Member's non-compliance with clauses 20 and 21.

22. Shared Facilities for the sole use of certain Members

22.1 Rights of the Member

Subject to compliance with the other provisions of this clause 22, a Member:

- (a) may at its cost operate, maintain, repair and, where necessary, replace a Shared Facility in respect of which the Member is identified in Schedule 1 as the sole user; and
- (b) gain access to the Shared Facility by the most direct route through Strata Schemes and Stratum Lots.

22.2 Rectifying damage

A Member must promptly rectify any damage they cause to the Building when they exercise their rights under this clause 22. If a Member fails to comply with this clause, the Committee may rectify such damage and recover the reasonable costs of rectification from the Member. Those costs must be paid within 30 days of the Committee providing the Member with an invoice for those costs and any information reasonably required to assess those costs.

22.3 Retail air conditioner condensor units and refrigeration system condensor units

For the purpose of installing, maintaining and removing air conditioner condensor units and refrigeration system condensor units, the Owner of the Retail Component may exercise the rights under easement for services (and any other easement relating to air conditioning or refrigeration equipment servicing the Retail Component) created in the Stratum Plan and, when doing so, must comply with the obligations in those easements.

23. Retail Component

23.1 Meanings

In this clause:

- (a) **Retail Premises** means a Strata Lot or leased or licenced premises in the Retail Component; and
- (b) **you** means the Owner or Occupier of a Strata Lot or premises in the Retail Component.

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23.2 Use of Retail Component

- (a) Subject to compliance with the Strata Management Statement, you are entitled to use your Retail Premises for purposes approved by Council and other Government Agencies having jurisdiction.
- (b) You must ensure that the nature and standard of the business you conduct from your Retail Premises and the condition of your Retail Premises are not inconsistent with general quality and standard of The Grand Eastlakes (North) by Crown Group.
- (c) You must keep the interior of your Retail Premises, including the fitout of and displays in your Retail Premises, in a good, clean and tidy condition at all times.
- (d) You must not use your Retail Premises or allow your Premises to be used for offensive uses such as any business associated with the sex or adult entertainment industry.
- (e) You must not display in your Retail Premises any products that contain offensive or adult images or content.
- (f) You must ensure that no cooking odours are emitted from your Retail Premises, and you must prevent cooking related odours being emitted into common areas of The Grand Eastlakes (North) by Crown Group.
- (g) You may have your Retail Premises open for business during hours approved by Council and other Government Agencies having jurisdiction.
- (h) You must not play music that is audible in any Apartment between 10.00pm and 9.00am on any days of the week.
- (i) All Owners Corporations, Owners and Occupiers acknowledge that:
 - (i) the Retail Premises i are to be used for retail and commercial purposes and agree and undertake that they will not make any objection to or encourage others to object to any applications for development approval for or relating to the lawful use of any Retail Premises;
 - (ii) Retail Premises may be used for any use determined by the Owner of the Retail Stratum (or of any lot created on subdivision of the Retail Stratum) provided the use is not prohibited by law.
- (j) The Owners Corporations and Owners and Occupiers, must, if necessary, promptly on request by the Retail Stratum Owner, sign any necessary consent to the Retail Stratum Owner making an application to a Government Agency for or in connection to the use of any Retail Premises for any use that is not prohibited by law.

While ALDI Foods Pty Limited is the lessee of the supermarket premises in the Retail Component, the provisions of clauses 23.2(b) and (c) do not apply to the supermarket

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premises.

23.3 Shopfronts

- (a) You must:
 - (i) must have consent from Council and any other relevant Government Agencies for any works that you perform in relation to your shopfront; and
 - (ii) properly maintain and repair your shopfront and keep your Shopfront in good and safe repair and condition in keeping with the quality and standard of the Building.
- (b) All illumination of shopfronts must be from light fittings within your Retail Premises. No additional light fittings of any kind may be fitted outside your shopfront without the prior consent of the Owners Corporation.
- (c) Lighting levels of shopfront displays within your Retail Premises must not exceed 1,200 lux.
- (d) Any lighting in or of your shopfront must not cause a nuisance to occupiers of any Apartment or of residential premises in neighbouring buildings.
- (e) The layout of the merchandising in your shopfront must:
 - (i) have a cohesive design across the whole of the shopfront; and
 - (ii) be of a high quality, neat, uncluttered and professional looking at all times.
- (f) The content of the merchandising within your shopfront must not include:
 - (i) neon, strobe, animated or flashing lights;
 - (ii) strobing, animated, flashing or audible signs; or
 - (iii) third party advertising or promotion.

23.4 External seating

If you the right to have a seating area outside your Retail Premises (**External Area**) you:

- (a) may only use your External Area for a lawful purpose connected with the use of your Retail Premises and you may use your External Area only at times when you may use your Retail Premises subject to those hours being approved by Council and any other relevant Government Agencies;
- (b) may only use your External Area between 6.00am and 10.00pm on each day of the week; and

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- (c) must not play music in your External Area between 10.00pm and 9.00am on any day of the week or such other hours as consented to by the Committee.
- (d) must not permit the smoking of cigarettes, cigars or pipes or the use of electronic cigarettes, personal vaporisers or electronic nicotine delivery systems in your External Area or in common areas in The Grand Eastlakes (North) by Crown Group;
- (e) must keep your External Area, tables and chairs you place in your External Area neat and tidy and in good repair;
- (f) must not obstruct any access ways on the ground level of the Building including the entry doors to the Building and access to and from staircases or lifts; and
- (g) must keep your External Area in a clean hygienic condition, free of rodents and other infestations.

24. Retail Component signage

24.1 Retail Signage

- (a) The signage for the Retail Stratum that is located in the Retail Signage Zone (**Retail Signage**) is a Shared Facility for the sole benefit of the Retail Stratum Owner.
- (b) The Retail Stratum Owner may install, keep and operate signage in the Retail Signage Zone and may repair, maintain and replace the signage from time to time.
- (c) The Retail Signage includes any wires, cables, conduits or other equipment used for the passage of electricity between the Retail Stratum and the signs comprising the Retail Signage.
- (d) The Retail Signage may only include signage displaying the name and logo of Retail Stratum tenants and the presence of the Retail Component in The Grand Eastlakes (North) by Crown Group.
- (e) The Retail Signage will include signage for the supermarket premises in the Retail Component generally as depicted in the Retail Signage Plan annexed to this management statement.

24.2 Retail Stratum Owner's obligations

The Retail Stratum Owner must:

- (a) ensure that it has all necessary approvals from all proper authorities for the Retail Signage and comply with those approvals and all laws;
- (b) properly maintain the Retail Signage in good condition and working order and all ancillary equipment servicing the Retail Signage;

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- (c) not do anything that may compromise the appearance or structural integrity of the Building façade or the boundary walls of the improvements on the Retail Stratum;
- (d) cause as little disturbance or damage as possible to the Building and if there is any disturbance or damage restore the relevant part of the Building as nearly as practical to its original condition;
- (e) pay for all electricity used in relation to the illumination or running of any signage; and
- (f) provide the Committee and any affected neighbouring Stratum Owner with not less than seven days prior written notice of its intention to perform any work in relation to the Retail Signage (except in an emergency when they must give as much notice as is practicable) and comply with any reasonable requirements of the neighbouring Stratum Owner about the time when the Retail Stratum Owner can access the neighbouring Stratum, if necessary, to perform the work.

24.3 Right to affix under awning signs

Subject to clauses 24.4 and 24.5, the Retail Lot Owner has the right, for each retail tenancy or Strata Lot in the Retail Component, to affix and maintain in locations determined by the Retail Lot Owner one under awning sign to the underside of the external awning of the Building (**Awning Signage**).

24.4 Shared Facility

- (a) The sites where the Awning Signage is affixed is a Shared Facility for the sole benefit of the Retail Owner.
- (b) The Awning Signage includes any wires, cables, conduits or other equipment used for the passage of electricity between the Retail Lot and the signs comprising the Signage.
- (c) The Awning Signage may only include signage displaying the name and logo of the operator of the business in the relevant tenancy.

24.5 Retail Owner's obligations

The Retail Owner and Occupiers of the Retail Stratum must, at their cost, in relation to the Awning Signage for its tenancy must:

- (a) ensure that it has all necessary approvals from all proper authorities for the Awning Signage and comply with those approvals and all laws;
- (b) at its cost, properly maintain, repair and replace the Awning Signage and all ancillary equipment servicing the Signage, and keep it in good condition and working order;
- (c) not do anything that may compromise the appearance or structural integrity of the awning or the façade or boundary walls of the improvements on the Residential Stratum;
- (d) not install any Awning Signage that includes neon lights, flashing lights, moving signs, audible messages or other sound or banner signs;

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- (e) maintain, repair and, where necessary, replace the Awning Signage and any associated pipes, wires, cables and ducts;
- (f) provide the Committee and any affected neighbouring Stratum Lot Owner, Owners Corporation or Strata Lot Owner with not less than seven days prior written notice of its intention to perform any work in the neighbouring Stratum Lot, Strata Scheme or Strata Lot in relation to the Awning Signage (except in an emergency when they must give as much notice as is practicable) and comply with any reasonable requirements of the neighbouring Stratum Owner about the time when they can access the neighbouring Stratum Lot, Strata Scheme or Strata Lot, if necessary, to perform the work;
- (g) cause as little disturbance or damage as possible to the Residential Component and if there is any disturbance or damage restore the Residential Component as nearly as practical to its original condition;
- (h) promptly repair any damage they cause to the Building whilst exercising rights under this clause; and
- (i) pay for all electricity used in relation to the illumination or running of any Awning Signage.

Awning Signage must not include neon lights, flashing lights, moving signs, audible messages or other sound or banner signs, and must not cause a nuisance to any Occupier of an Apartment.

24.6 Shopfront signage

- (a) Owners and Occupiers of the Retail Component may install and display signs in their shop and on the inside face of glazed portions of their shopfronts, provided they comply with clauses 24.6(b) and 24.6(c).
- (b) Any shopfront signage may only include signage displaying the name and logo of the operator of the business conducted in the relevant retail tenancy within the Stratum Lot or Strata Lot and the presence of that business in The Grand Eastlakes (North) by Crown Group.
- (c) The Owner and Occupiers of the Retail Component must, at their cost, in relation to their shopfront signage:
 - (i) obtain and have all necessary consents from Council or other Government Agency having jurisdiction for any signage they install;
 - (ii) properly maintain and repair the signage and keep the signage in good and safe condition;
 - (iii) comply with the requirements of Government Agencies in relation to the signage;
 - (iv) maintain, repair and, where necessary, replace the signage and any

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associated pipes, wires, cables and ducts;

- (v) provide the Committee and any affected neighbouring Stratum Lot Owner or Owners Corporation with not less than seven days prior written notice of its intention to perform any work in the neighbouring Stratum Lot or Strata Scheme in relation to the signage (except in an emergency when they must give as much notice as is practicable) and comply with any reasonable requirements of the neighbouring Stratum Owner or Owners Corporation about the time when the Stratum Lot Owner, Owners Corporation or Strata Lot Owner can access the neighbouring Stratum Lot or Strata Scheme, if necessary, to perform the work;
- (vi) pay for all electricity used in relation to the illumination or running of the sign;
- (vii) promptly repair any damage they cause to the Building whilst exercising rights under this clause; and
- (viii) comply with the provisions of this management statement, as relevant, that relate to signage.

25. Loading Dock

25.1 Shared Facility

The Loading Dock is a Shared Facility.

25.2 Obligations of Members, Owners and Occupiers

- (a) You must:
 - (i) not bring vehicles exerting a loading of more than 12.5 kpa or, subject to clause 25.4(b) **Error! Reference source not found.**, having a length of more than 8.8 metres into the Loading Dock;
 - (ii) keep the Loading Dock clean and tidy and in good condition;
 - (iii) ensure that no garbage, recyclable materials, good or other items are stored in the Loading Dock;
 - (iv) not stand vehicles in the Loading Dock for longer than is reasonably necessary to load or unload;
 - (v) comply with all directions of the Building Manager and any loading dock master appointed by the Committee;
 - (vi) comply with Rules regarding the Loading Dock including about making prior reservations for the use of the Loading Dock;

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(vii) comply with any Standing Approvals regarding the use of the Loading Dock; and

(viii) ensure that they do not stand vehicles in driveways or unnecessarily disturb other Members, Owners and Occupiers when using the Loading Dock.

(b) If you want to use the Loading Dock for moving in or out of the Building, you must make arrangements with the Building Manager to reserve the use of a bay in the Loading Dock for a period specified by the Building Manager.

25.3 Power to make Rules

The Committee may make Rules regarding the use of the Loading Dock.

25.4 Supermarket premises loading bay

- (a) The designated supermarket premises loading bay within the Loading Dock is for the sole use of the Occupier of the supermarket premises.
- (b) Vehicles exerting a loading of more than 12.5 kpa or having a length of more than 12.5 metres must not be brought into the supermarket premises loading bay and the length of vehicles using the supermarket premises loading bay must not exceed what the supermarket premises loading bay is able to physically accommodate.
- (c) The Occupier of the supermarket premises in the Retail Component must not stand vehicles in any part of the Loading Dock other than in the supermarket premises loading bay.
- (d) Subject to the provisions of this clause, the provisions of clause 25.2 do not apply to the use of the supermarket premises loading bay.
- (e) The Committee must not, without the consent of the Occupier of the supermarket premises, make Rules about the use of the Loading Dock that relate to the supermarket premises loading bay and are inconsistent with the use of the supermarket premises loading bay under the management plan for the Loading Dock prepared pursuant to the Development Approval.

25.5 Residential moving in and moving out

- (a) Owners and Occupiers of the Residential Component must use the Loading Dock for delivery and removal of furniture and other large items to or from their Apartment and must reserve use of a bay in accordance with clause 25.2(b).
- (b) If you are an Owner or Occupier of an Apartment in Building A, you must move furniture and other large items between your Apartment and the Loading Dock by using lift no. 17.
- (c) If you are an Owner or Occupier of an Apartment in Building B or Building C, you must move furniture and other large items between your Apartment and the Loading Dock

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by:

- (i) using lift no. 17 between the Loading Dock and basement level 3; and
- (ii) moving your furniture and other large items across basement level 3 to or from the lift in your building and in the lift in your building between basement level 3 and your Apartment.
- (d) You must not move furniture and other large items across the podium on level 1 of the Building.

25.6 Loading Dock management plan

The Committee must manage the Loading Dock in accordance with the Loading Dock management plan prepared pursuant to the Development Approval. The Building Manager may perform this function on behalf of the Committee. Members, Owners and Occupiers must comply with the Loading Dock management plan.

25.7 Power to make standing approvals

The Committee has the power to make standing approvals regarding the use of the Loading Dock by Members, Owners and Occupiers. Members, Owners and Occupiers must comply with standing approvals.

25.8 Inconsistencies

If there is any inconsistency between this management statement and an easement to use and access the Loading Dock, this management statement prevails to the extent of the inconsistency.

26. Visitor car parking

26.1 Shared Facility

- (a) The Visitor Car Parking Spaces are a Shared Facility for the use of the Residential Component.
- (b) Use of the Visitor Car Parking Spaces is restricted to Occupiers of the Residential Component. The other Members may not use the Visitor Car Parking Spaces.

26.2 Use of Visitor Car Parking Spaces

- (a) The Visitor Car Parking Spaces comprise a total of 27 car parking spaces within the car park in the Retail Component (**Retail Carpark**) that, subject to availability, will be available for use by visitors of Occupiers of the Residential Component (**Residential Visitors**).
- (b) The Owner of the Retail Component must all times allow up to 27 Residential Visitor's

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car to access and park in the Retail Carpark on the conditions of this clause 26.

- (c) Occupiers of the Residential Component who wish to use the Visitor Car Parking Spaces must, in advance, reserve a Visitor Car Parking Space through the Building Manager by using the online platform for Eastlakes North and providing the registration number of the vehicle that their visitor intends parking in a Visitor Car Parking Space, the intended date of access, the intended time of arrival, the intended time of departure and any other information that the Building Manager reasonably requires.
- (d) Each Residential Visitor who has reserved a Visitor Car Parking Space may park a vehicle in the Retail Carpark:
 - (i) between the hours of 8.00am and 8.00pm, subject to clause 26.2(e), for up to 2 hours at no cost; and
 - (ii) between the hours of 8.00pm and 8.00am, at no cost.
- (e) if, between the hours of 8.00am and 8.00pm, a Residential Visitor leaves their vehicle in the Retail Carpark for longer than 2 hours, before they remove their vehicle they must pay for the additional time in excess of 2 hours at the car parking rates set by the operator of the Retail Carpark from time to time.
- (f) No more than 27 Residential Visitor vehicles will be allowed access to the Retail Carpark at any one time under this by-law.

26.3 Easement for visitor parking

- (a) Easement for visitor parking (V) created in the Stratum Plan designates a specific area of the Retail Carpark for use by Residential Visitors. Notwithstanding, the operator of the Retail Carpark is entitled to require or permit Residential Visitors to park their vehicles in car parking bays other than those within the easement site of easement for visitor parking (V) and to permit other users of the Retail Carpark to park vehicles in parking bays within the easement site. The operator of the Retail Carpark must use reasonable endeavours to at all times have up to 27 car parking spaces available for use by Residential Visitors.
- (b) To the extent that there is any inconsistency between easement for visitor parking (V) and this management statement, the provisions of this management statement will prevail.

26.4 Obligations

Occupiers of the Residential Component must:

- (a) ensure that their Residential Visitors comply with the requirements of the Owner of the Retail Component about using the Retail Carpark;
- (b) comply with and any Rules made by the Committee about using the Visitor Car

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Parking Spaces;

- (c) not park or stand any vehicle other than a Residential Visitor's vehicle in a Visitor Car Parking Space allocated by the Building Manager or the operator of the Retail Component car park;
- (d) ensure that their visitors do not park or stand any vehicle in the Retail Car Park if no Visitor Car Parking Spaces are available;
- (e) not park or stand any vehicle in a Visitor Car Parking Space for longer than eight hours without making prior arrangements with the Building Manager;
- (f) not permit any other person to park or stand a vehicle in a Visitor Car Parking Space unless that person is a genuine visitor of theirs; and
- (g) not permit any contractor or employee of theirs to use a Visitor Car Parking Space.

26.5 Retail Carpark

If Owners and Occupiers of the Residential Component park vehicles in the Retail Carpark in contravention of this clause 26, the Owner of the Retail Component or the operator of the Retail Carpark will be entitled to require payment of a fee, as set by the operator of the Retail Carpark from time to time, which must be paid before the vehicle is permitted to leave the Retail Carpark.

27. Storage and disposal of waste

27.1 Overall responsibility

The Committee has the overall responsibility for ensuring that garbage and recyclable materials are properly stored and removed from The Grand Eastlakes (North) by Crown Group and that waste collection points are clear and unobstructed when waste is to be collected from The Grand Eastlakes (North) by Crown Group. Each Member has obligations in relation to the storage and disposal of waste from their Stratum Lot or strata scheme. You must comply with and any Rules made by the Committee about using the Garbage Facilities and disposing garbage.

27.2 Shared facility

Some Garbage Facilities are Shared Facilities. See schedule 1 for more information.

27.3 Obligations of Members, Owners and Occupiers

Members, Owners and Occupiers who are entitled to use the Garbage Facilities that are Shared Facilities under this management statement must deliver their garbage and recyclable materials to the Garbage Facilities and store it in the area allocated for their use by the Committee, if any.

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28. Residential garbage

28.1 Application of this clause

This clause applies to Owners and Occupiers of the Residential Component.

28.2 Your obligations

You must:

- (a) comply with and any Rules made by the Owners Corporation and the Committee about using the Residential Garbage Room, the Residential Garbage Chute Rooms, the Residential Garbage Bin Holding Area and the Bulky Waste Room; and
- (b) place your household garbage in the garbage chute in the Residential Garbage Chute Room on your level of the Building or in garbage receptacles in the Residential Garbage Room designated by the Owners Corporation for your use; and
- (c) drain and securely wrap your household garbage before you place it in a garbage chute or the Residential Garbage Room; and
- (d) recycle your garbage according to instructions from the Owners Corporation, the Committee and Council; and
- (e) place your recyclable waste in the in the recyclable garbage chute in the Residential Garbage Chute Room on your level of the Building or in a recyclable garbage receptacle in the Residential Garbage Room or in the Residential Garbage Bin Holding Area, as designated by the Owners Corporation for that purpose;
- (f) drain and clean bottles and make sure they are not broken before you place them in a garbage chute or the Residential Garbage Room;
- (g) leave large items of garbage or recyclable materials in the area in the Bulky Waste Room; and
- (h) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council or the garbage removal contactor (if applicable) will not remove as part of its normal garbage collection service.

28.3 Rules for using garbage chutes

- (a) When placing garbage or recyclable waste in a garbage chute, you must separate the garbage and recyclable waste and, if applicable, ensure you make the correct selection on the diverter for garbage and recyclable waste.
- (b) You must drain and securely wrap your household garbage before you put it in the Common Property garbage chute.

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(c) You must not place the following items in a garbage chute:

- (i) unwrapped bottles or glass;
- (ii) liquids; or
- (iii) items that weigh more than 2.5 kilograms; or
- (iv) boxes or large items that might block the garbage chute.

28.4 Cleaning up spills

If you spill garbage on Common Property, you must immediately remove that garbage and clean that part of Common Property.

28.5 Maintaining the Residential Garbage Rooms

(a) The Owners Corporations of the Residential Component must:

- (i) provide in the Residential Garbage Room an adequate number of garbage and recycling receptacles for use by Owners and Occupiers of Apartments;
- (ii) operate, maintain, repair and, where necessary replace, the Common Property garbage equipment servicing the strata scheme (including mechanical equipment associated with the garbage chutes;
- (iii) maintain, clean and repair the Residential Garbage Room, Bulky Waste Room and the garbage chutes;
- (iv) regularly remove filled receptacles from the Residential Garbage Room and replace them with empty receptacles;
- (v) regularly clean and, where necessary, replace the garbage and recycling receptacles;
- (vi) operate, maintain, repair and, where necessary replace any equipment located in the Residential Garbage Room;
- (vii) transport bulky waste from the Bulky Waste Room to the bulky waste collection point;
- (viii) transport receptacles from the Residential Garbage Room to the Residential Garbage Bin Holding Area for storage prior to collection of waste from the Building and transport them back to the Residential Garbage Rooms;
- (ix) on the day of waste collection, transport receptacles from the Residential Garbage Bin Holding Area to the area in the Loading Dock designated for the temporary location of garbage bins prior to waste collection, and transport them back to the Residential Garbage Bin Holding Area or Residential

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Garbage Rooms, and do so in a way that does not interfere with the use of the designated supermarket premises loading bay within the Loading Dock;

(x) arrange for the removal of garbage and recycling material from the Building; and

(xi) arrange for the removal from the Residential Garbage Rooms of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection services (at the cost of the relevant Owner or Occupier).

(b) The Committee will perform the Owners Corporations' obligations under this clause.

28.6 Garbage Bin Tug

(a) The Garbage Bin Tug is a Shared Facility for the Residential Component.

(b) The Owners Corporations of the Residential Component are responsible for the costs of operating, maintaining, repairing and replacing the Garbage Bin Tug.

(c) The Committee will perform the Residential Component Owners Corporations' obligations under this clause.

28.7 Waste removal and management

(a) The Owners Corporations and the Committee must comply with any conditions of the Development Approval that regulate waste management for the Building.

(b) The Committee may perform the Owner's Corporations' obligations on behalf of the Owners Corporation.

28.8 Residential garbage removal contractor

(a) If Council does not remove residential garbage from the Building:

(i) the Owners Corporations must engage a garbage removal contractor or contractors to remove garbage from the Building; and

(ii) the Committee may perform the Owner's Corporations' obligations on behalf of the Owners Corporation.

(b) The Committee may enter into agreements with private garbage removal contractors for the removal of recyclable and non-recyclable residential garbage and bulky waste from the Building.

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29. Retail waste

29.1 General requirements

Members, Owners and Occupiers of Retail Stratum must not deposit or leave garbage or recyclable materials:

- (a) anywhere in the Building other than in the Retail Waste Holding Room; or
- (b) in an area of their Stratum Lot or Strata Lot that is visible from outside the Stratum.

29.2 Making Rules

The Committee may make Rules about the storage and removal of garbage from the Building and, in particular, from the Retail Waste Holding Room.

29.3 Obligations

Members, Owners and Occupiers of Retail Stratum must, at their cost:

- (a) arrange for the regular removal of their rubbish from the Building;
- (b) transport your garbage and recyclable materials from your Lot to the Retail Waste Holding Room and transport them back to your Strata Lot on the day of garbage collection;
- (c) keep your garbage and recyclable receptacles in their Stratum Lot prior to collection from the Building and on the day of collection leave them in the areas in the Retail Waste Holding Room designated for those purposes by the Committee;
- (d) ensure that garbage receptacles in their Stratum Lot are not visible from outside their Stratum Lot; and
- (e) ensure that rubbish receptacles in their Stratum Lot are kept in a sanitary condition and do not omit odours;
- (f) dispose of any chemical, biological, toxic or other hazardous waste in a manner that complies with any relevant law or Government Agency requirement or regulation applying to the disposal of such waste; and
- (g) clean, maintain and repair the Retail Waste Holding Room.

30. Swimming Pool Area

30.1 Use of the Swimming Pool Area

- (a) The Swimming Pool Area is a Shared Facility for the benefit of the Residential Owners.

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- (b) Use of the Swimming Pool Area is restricted to owners and occupiers of the Residential Component. The other Members may not use the Swimming Pool Area.
- (c) The Residential Owners may allow their Occupiers to use the Swimming Pool Area on the conditions in this clause.
- (d) In this clause, "you" means occupiers of the Residential Component.

30.2 Conditions for using the Swimming Pool Area

- (a) You and your visitors may use the Swimming Pool Area. You must accompany your visitors when they are in the Swimming Pool Area.
- (b) You and your visitors may use the Swimming Pool Area only during the hours of 7.00 am and 9.00 pm (or during other hours as nominated by the Committee).
- (c) You must:
 - (i) comply with any Rules made by the Committee about the number of visitors you may bring into the Swimming Pool Area at the same time;
 - (ii) make sure that an adult exercising effective control accompanies children under twelve years old who are in their care when the children are in the Swimming Pool Area; and
 - (iii) be adequately clothed when you are in the Swimming Pool Area.
- (d) You must not:
 - (i) bring glass objects, drinking glasses or sharp objects into the Swimming Pool Area; or
 - (ii) run, be noisy or do anything that might be dangerous while you are in the Swimming Pool Area
- (e) You must have consent from the Committee to:
 - (i) bring food or drink into the Swimming Pool Area, However, you may bring non-alcoholic drinks in shatter proof containers into the Swimming Pool Area;
 - (ii) hold parties or other functions (including swimming classes) in the Swimming Pool Area; or
 - (iii) interfere, operate or adjust the settings of equipment in the Swimming Pool Area.

30.3 Maintaining and paying for the Swimming Pool Area

- (a) The Residential Owners are responsible for maintaining, repairing and, where necessary, replacing the Swimming Pool Area.

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- (b) The Residential Owners must reimburse the Committee for any costs it incurs under this by-law.
- (c) The Committee must give the Residential Owners regular accounts for their costs under this by-law. The Committee may:
 - (i) include the account in administrative fund and Capital Works Fund notices for the Residential Owners; and
 - (ii) require the Residential Owners to pay their costs under this by-law in advance and quarterly (or for other periods reasonably determined by the Committee).

30.4 Security and access

- (a) The Committee may lock or secure the Swimming Pool Area by Security Key. The Committee must give the Owners and Occupiers of The Residential Component a Security Key to the Swimming Pool Area and may charge a fee for additional or replacement Security Keys.
- (b) Owners and Occupiers of The Residential Component may access the Swimming Pool Area through Common Property along routes as determined by the Committee.

31. Gym

31.1 Use of the Gym

- (a) The Gym is a Shared Facility for the benefit of the Residential Owners.
- (b) Use of the Gym is restricted to Owners and Occupiers of the Residential Component. The other Members may not use the Gym.
- (c) The Residential Owners may allow their Occupiers to use the Gym on the conditions in this clause.
- (d) In this clause, "you" means occupiers of the Residential Component.

31.2 Conditions for using the Gym

- (a) You and your visitors may use the Gym. You must accompany your visitors when they use the Gym.
- (b) You and your visitors may use the Gym only during the hours of 5.00 am and 10.00 pm (or during other hours as nominated by the Committee).
- (c) You must:
 - (i) comply with any Rules made by the Committee about the number of visitors you may bring into the Gym at the same time;

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- (ii) make sure that an adult exercising effective control accompanies children under twelve years old who are in your care when the children are in the Gym; and
 - (iii) be adequately clothed when you are in the Gym.
- (d) You must not:
 - (i) conduct commercial activities (for example training classes or personal training for which you are paid) in the Gym;
 - (ii) bring glass objects, drinking glasses or sharp objects into the Gym; or
 - (iii) do anything that might be dangerous while you are in the Gym.
- (e) You must have consent from the Committee to:
 - (i) bring food or drink into or around the Gym. However, you may bring non-alcoholic drinks in shatter proof containers into the Gym;
 - (ii) hold parties or other functions (including exercise classes) in the Gym; or
 - (iii) interfere, operate or adjust the settings of equipment in the Gym (other than to operate or adjust exercise equipment according to the instructions of the manufacturer).

31.3 Maintaining and paying for the Gym

- (a) The Residential Owners are responsible for maintaining, repairing and, where necessary, replacing the Gym.
- (b) The Residential Owners must reimburse the Committee for any costs it incurs under this by-law.
- (c) The Committee must give the Residential Owners regular accounts for their costs under this by-law. The Committee may:
 - (i) include the account in administrative fund and Capital Works Fund notices for the Residential Owners; and
 - (ii) require the Residential Owners to pay their costs under this by-law in advance and quarterly (or for other periods reasonably determined by the Committee).

31.4 Security and access

- (a) The Committee may lock or secure the Gym by Security Key. The Committee must give the Owners and Occupiers of The Residential Component a Security Key to the Gym and may charge a fee for additional or replacement Security Keys.
- (b) Owners and Occupiers of The Residential Component may access the Gym through Common Property along routes as determined by the Committee.

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32. Podium Area

32.1 Use of the Podium Area

- (a) The Podium Area is a Shared Facility for the benefit of the Residential Owners.
- (b) Use of the Podium Area is restricted to Owners and Occupiers of the Residential Component. The other Members may not use the Podium Area.
- (c) The Residential Owners may allow their Occupiers to use the Podium Area on the conditions in this clause.
- (d) In this clause, "you" means occupiers of the Residential Component.

32.2 Conditions for using the Podium Area

- (a) You must accompany your visitors when they are in the Podium Area.
- (b) You must:
 - (i) comply with any Rules made by the Owners Corporation about the use of the Podium Area;
 - (ii) make sure that an adult exercising effective control accompanies children under twelve years old who are in their care when the children are in the Podium Area; and
 - (iii) be adequately clothed when they are in the Podium Area.
- (c) You must not:
 - (i) bring glass objects, drinking glasses or sharp objects into the Podium Area; or
 - (ii) bring animals into the Podium Area;
 - (iii) run, be noisy or do anything that might be dangerous while you are in the Podium Area
 - (iv) hold parties or other functions in the Podium Area; or
 - (v) interfere with, operate or adjust equipment in or associated with the Podium Area.

32.3 Maintaining and paying for the Podium Area

- (a) The Residential Owners are responsible for maintaining, repairing and, where necessary, replacing the Podium Area.
- (b) The Residential Owners must reimburse the Committee for any costs it incurs under this by-law.

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- (c) The Committee must give the Residential Owners regular accounts for their costs under this by-law. The Committee may:
 - (i) include the account in administrative fund and Capital Works Fund notices for the Residential Owners; and
 - (ii) require the Residential Owners to pay their costs under this by-law in advance and quarterly (or for other periods reasonably determined by the Committee).

32.4 Security and access

- (a) The Committee may lock or secure the Podium Area by Security Key. The Committee must give the Owners and Occupiers of The Grand Eastlakes (North) Residential a Security Key to the Podium Area and may charge a fee for additional or replacement Security Keys.
- (b) Owners and Occupiers of The Grand Eastlakes (North) Residential may access the Podium Area through Common Property along routes as determined by the Committee.

33. Roof Terrace

33.1 Use of the Roof Terrace

- (a) The Roof Terrace is a Shared Facility for the benefit of the Residential Owners.
- (b) Use of the Roof Terrace is restricted to Occupiers of the Residential Component. The other Members may not use the Roof Terrace.
- (c) The Residential Owners may allow their Occupiers to use the Roof Terrace on the conditions in this clause.

33.2 Conditions for using the Roof Terrace

- (a) You and your visitors may use the Roof Terrace. You must accompany your visitors when they are in the Roof Terrace.
- (b) You and your visitors may use the Roof Terrace only during the hours only between the hours of 7.00am and 10.30pm and on any day of the week.
- (c) You and your visitors must:
 - (i) not do anything in the Roof Terrace that cause a nuisance to Occupiers in the Residential Component;
 - (ii) not play music in the Roof Terrace between 10.00pm and 9.00am on any day of the week;
 - (iii) comply with any Rules made by the Committee about the number of visitors

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they may bring into the Roof Terrace at the same time;

- (iv) make sure that an adult exercising effective control accompanies children under twelve years old who are in their care when the children are in the Roof Terrace; and
 - (v) be adequately clothed when they are in the Roof Terrace.
- (d) You must have consent from the Committee to:
- (i) bring food or drink into the Roof Terrace, However, you may bring non-alcoholic drinks in shatter proof containers into the Roof Terrace;
 - (ii) hold parties or other functions in the Roof Terrace; or
 - (iii) interfere, operate or adjust the settings of equipment in the Roof Terrace.
- (e) If you use the Roof Terrace, you must:
- (i) keep it clean and tidy and leave it and any equipment (including any barbeque) that you use in a clean and tidy condition;
 - (ii) if you use the barbeque in the Roof Terrace, keep leave the barbeque or kitchenette in a clean and tidy condition;
 - (iii) use the Roof Terrace only for lawful purposes;
 - (iv) comply with any Rules about the number of visitors you may bring into the Roof Terrace at the same time;
 - (v) make sure that an adult exercising effective control accompanies children under twelve years old who are in your care when the children are in the Roof Terrace;
 - (vi) have due regard to the entitlement of other Owners and Occupiers to use the Roof Terrace so that each entitled Owner or Occupier has a reasonable opportunity to use the Roof Terraces; and
 - (vii) comply with any Rules made by the Committee about the use of the Roof Terrace, including any Rules about reservations and the number of people who may be in the Roof Terrace at the same time.
- (f) You must not:
- (i) bring glass objects or glass drinking glasses into the Roof Terrace;
 - (ii) interfere with or adjust the settings of any equipment in the Roof Terrace;
 - (iii) do anything that damages or might damage any equipment or furniture in the

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Roof Terrace;

- (iv) do anything in the Roof Terrace that causes a nuisance to Occupiers in the Building or generates noise that is audible within any apartment in the Building;
- (v) operate any sound amplification equipment in the Roof Terrace;
- (vi) damage any furniture or other equipment or plants in the Roof Terrace; or
- (vii) leave garbage in the Roof Terrace.
- (g) You must have consent from the Owners Corporation to:
 - (i) hold parties or other functions (including exercise classes) in the Roof Terrace; or
 - (ii) interfere, operate or adjust the settings of any equipment in the Roof Terrace.

33.3 Booking the use of the barbeque area

If you wish to use the barbeque area, you must book the use of the barbeque area through the Building Manager. The Committee may make Rules about booking and using the barbeque area.

33.4 Booking the use of the Roof Terrace

If you wish to hold a party or function in the Roof Terrace you must book the use of the Roof Terrace through the Building Manager. The Committee may make Rules about booking and using the Roof Terrace.

33.5 Bond

As a condition of giving you consent to hold a party or function in the Roof Terrace, the Committee may require you to pay a bond (as determined by the Committee) before you use the Roof Terrace. If you have paid a bond and if there is any damage to the Roof Terrace or the Building as a consequence of or arising from the holding of your party or function, the Committee (or the Building Manager on behalf of the Committee) may use the bond to pay the reasonable costs of repair of the damage. If the bond does not cover the costs of repairing the damage, you must pay the shortfall to the Committee immediately on demand. If there is no damage to the Roof Terrace or the Building as a result of your party or function, the Committee will refund your damage bond as soon as reasonably practicable after your party or function.

33.6 Maintaining and paying for the Roof Terrace

- (a) The Residential Owners are responsible for maintaining, repairing and, where necessary, replacing the Roof Terrace.

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- (b) The Residential Owners must reimburse the Committee for any costs it incurs under this by-law.
- (c) The Committee must give the Residential Owners regular accounts for their costs under this by-law. The Committee may:
 - (i) include the account in administrative fund and Capital Works Fund notices for the Residential Owners; and
 - (ii) require the Residential Owners to pay their costs under this by-law in advance and quarterly (or for other periods reasonably determined by the Committee).

33.7 Security and access

The Committee may lock or secure the Roof Terrace by Security Key. The Committee must give you a Security Key to the Roof Terrace and may charge a fee for additional or replacement Security Keys.

34. Graffiti removal and vandalism

The Committee must ensure that any graffiti applied to the Building or any damage to the Building caused by vandalism is removed or repaired within two days of its application or occurrence, and must adopt a graffiti management plan for the removal of graffiti and repair of the Building.

35. Fire safety

The Committee and each Member must:

- (a) comply with laws about fire safety;
- (b) comply with any fire engineered solution or fire safety plan for the Building; and
- (c) comply with regulations 177, 182, 183, 184, 185 and 186 of the *Environmental Planning and Assessment Act Regulation 2000*, as amended or replaced from time to time.

36. Sewer and stormwater pump pits and reticulation system

36.1 Cleaning and maintenance

The sewer and stormwater pump pits and sewer reticulation system are a Shared Facility. The Committee must arrange for the regular cleaning and maintenance, as well as the repair and replacement, of the sewer and stormwater pump pits and sewer reticulation system so as to ensure that they are at all times in effective working order and condition.

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Part D

Development and further subdivision

37. Development of the Residential Stratum and the Retail Stratum

37.1 Acknowledgement by Members and Occupiers

Members and Occupiers acknowledge that:

- (a) the Residential Owners intend to carry out Residential Works;
- (b) the Retail Stratum Owner intends to carry out Retail Works;
- (c) the Residential Works and the the Retail Works may result in temporary disruptions to services and access ways;
- (d) the Residential Works and the Retail Works may result in the creation of noise, dust and vibration;
- (e) the Residential Works and the Retail Works may be carried out in stages over an indeterminate time frame until their completion; and
- (f) amendments or additions to this statement may be required by Government Agencies under development consents or in exercising other statutory functions or otherwise by the Residential Owners or the Retail Stratum Owner.

37.2 Application of clauses 20 and 21

Despite any other clause in this management statement, clauses 20 and 21 do not apply to the Residential Works or the the Retail Works or any plan, instrument or document for the subdivision of the Residential Stratum, the Retail Stratum or the Embedded Network Stratum including a Strata Management Statement.

37.3 Obligations of Members and Occupiers

Members and Occupiers must:

- (a) not impede, fetter or prevent development of the the Residential Stratum or the Retail Stratum as contemplated under this management statement; and
- (b) do all such other things necessary, ancillary or desirable to permit the Residential Owners or the Retail Stratum Owner to carry out the Residential Works or the Retail Works.

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38. Further strata management statements

38.1 What a Member must do if it proposes to subdivide its Stratum Lot by a Strata Plan

If a Member proposes to subdivide its Stratum Lot by registration of a Strata Plan, the Member must:

- (a) use its reasonable endeavours to obtain an exemption from the Registrar under the Act to the lodgement of a strata management statement with the proposed Strata Plan on the basis that a strata management statement is already in force with respect to the Building; and
- (b) if the Member does not obtain an exemption from the Registrar under the previous subclause, register a short form strata management statement that refers to this management statement as the operative document; and
- (c) pay all costs associated with the preparation and lodgement of the necessary documents, including the short form strata management statement.

38.2 What is a short form strata management statement?

A short form strata management statement is a document registered with the proposed Strata Plan that:

- (a) complies with the Development Act;
- (b) refers to this management statement as the operative document; and
- (c) has force and effect as if the initial registered strata management statement is set out in full in the short form strata management statement.

38.3 Endorsement of consent

Members, Owners and Occupiers with interests registered on the title for any Stratum Lot must:

- (a) give their consent to a strata management statement that complies with this clause 34; and
- (b) do all things reasonably necessary to ensure that the Member can lodge the Strata Plan and the strata management statement (if applicable) for registration, including signing documents and producing certificates of title.

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39. Subdivisions of Stratum Lots

39.1 Subdivisions which create Stratum Lots

If the Owner of a Stratum Lot proposes to subdivide their Stratum Lot to create two or more Stratum Lots, Members, Owners and Occupiers must:

- (a) not object to the subdivision unless the proposed subdivision would detrimentally and substantially affect their use of Shared Facilities or costs contributed to Shared Facilities; and
- (b) agree to amendments to this management statement unless their rights and obligations are detrimentally and substantially affected; and
- (c) if a further management statement is required, agree to the new management statement provided that:
 - (i) the new management statement is in the form of this management statement or a short form strata management statement as contemplated in clause 35.2, with any amendments required as a result of the subdivision; and
 - (ii) their rights and obligations under this management statement would not be detrimentally and substantially affected by the further management statement.

39.2 Subdivisions which create Strata Schemes

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

- (a) the proposed subdivision by a Strata Plan does not detrimentally and substantially affect their use of Shared Facilities or costs contributed to Shared Facilities; and
- (b) if the Owner of the Stratum Lot is required to register a strata management statement with the Strata Plan, the proposed strata management statement to be lodged for registration with the Strata Plan is a short form strata management statement as contemplated in clause 35.2 or is in the form of this management statement with the exception of the following changes:
 - (i) amendments required to ensure compliance with the Development Act; and
 - (ii) amendments to the terminology used in this management statement required to reflect the strata subdivision; and
- (c) their rights and obligations under this strata management statement would not be detrimentally and substantially affected by the proposed strata management statement.

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39.3 Deemed consent

If the consent of Members, Owners or Occupiers to a subdivision is required by the Owner of a Stratum Lot under this clause 35 then those Members, Owners and Occupiers must provide that consent within 14 days of the request by the Owner of the Stratum Lot failing which they will be deemed to have consented to the subdivision.

39.4 Endorsement of consent

Subject to this clause, Members, Owners and Occupiers must promptly sign all documents reasonably required by a Member who proposes to subdivide their Stratum Lot.

39.5 Paying costs

If a Member proposes to subdivide a Stratum Lot, except where the subdivision is part of the Residential Works, the Member must pay reasonable costs incurred by the Committee or another Member in considering the proposed subdivision and endorsing their consent on documents.

40. Contributions if a subdivision plan is registered

40.1 Contributions

If a Stratum Lot (or part of a Stratum Lot) is subdivided, the proportion of Administrative Fund and Capital Works Fund contributions which the new Member or Members must contribute is in total equal to the amount which the Owner of the subdivided lot must contribute according to Schedule 2.

40.2 Procedure for assessing contributions if a subdivision plan is registered

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

- (a) the subdividing Member must, within 14 days after registration for the subdivision plan, notify the Committee of the share each new Member will contribute towards the Administrative Fund and Capital Works Fund; and
- (b) if the subdividing Member does not notify the Committee within 14 days, the Committee must give the new Members notice of the share each Member should, in the opinion of the Committee acting reasonably, contribute to towards the Administrative Fund and Capital Works Fund; and
- (c) within seven days after receiving the Committee's notice, if the new Members do not notify the Committee of a different shares which total the share of the subdividing Member, the shares recommended by the Committee will apply.

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Part E

Interpretation

41. Definitions and interpretation

41.1 Definitions

In this management statement, unless a contrary intention appears the following applies:

Act means either the Conveyancing Act 1919, the Strata Schemes Development Act 2015 or the Strata Schemes Management Act 2015 as appropriate;

Administrative Fund means the fund established by the Committee according to clause 9.7 to pay for the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Capital Works Fund costs.

BBQ Area means [this will apply if there is a BBQ Area].

Building means the building contained within and on the land comprised in Stratum Lots 1 to 5, which comprises the Residential Component and the Retail Component located at Evans Avenue, Eastlakes and to be known as The Grand Eastlakes (North) by Crown Group.

Building Manager is the person or entity for the time being appointed by the Committee under clause 7.2;

Bulky Waste Room means the bulky waste room located on basement level 1 within Building A.

business day means any day that is not a Saturday or Sunday or gazetted public holiday.

Carwash Bay means the carwash bay on basement level 2 in Building B.

Capital Works Fund means the fund established by the Committee according to clause 9.7 to pay for the renewal and replacement of Shared Facilities.

Committee means the building management Committee established under clause 2.6 as required by the Act;

Conveyancing Act means the Conveyancing Act 1919 (NSW).

Council means Bayside Council and its successors.

Default Rate means the rate of interest 3% per annum above the Commonwealth Bank of Australia overdraft rate for overdrafts in excess of \$100,000 as published from time to time or such rate as set by the Commonwealth Bank of Australia in place of that rate;

Development Act means the Strata Schemes Development Act 2015 and Regulations, and any replacement Act and regulations;

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Development Approval the Minister for Planning and Infrastructure's notice of determination in respect of development application No. MP 09_0146, as varied, modified or replaced from time to time.

Easements means the easements benefiting or burdening any lot of which a Member is the owner;

Embedded Network means a network and system in the Building for the supply of Embedded Network Services to the Building and Stratum Lots and Strata Schemes in the Building, and includes Embedded Network Equipment.

Embedded Network Customer Services means customer relationship services in relation to Embedded Network Services including, without limitation, marketing, sales, post-sale service and management, billing, accounting and administration services.

Embedded Network Equipment means meters, plant, machinery, equipment and fittings located within the Building, Stratum Lots and Strata Schemes and associated with or ancillary to the Embedded Network.

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

Embedded Network Service means the supply of any of:

- (a) electricity;
- (b) electricity generation systems;
- (c) electricity storage systems;
- (d) gas;
- (e) thermal energy;
- (f) hot water;
- (g) chilled water;
- (h) potable water;
- (i) recycled water;
- (j) chilled refrigerant;
- (k) heated refrigerant;
- (l) sewage removal systems;
- (m) waste removal systems;
- (n) water supply systems;

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- (o) internet services;
- (p) telecommunication systems;
- (q) mobile telephone signal distribution services;
- (r) fibre communications;
- (s) Embedded Network Customer Services in relation to other Embedded Network Services;
- (t) Embedded Network management services; or
- (u) any other embedded network service.

Emergency Meeting means a meeting convened in an emergency according to part B of this management statement.

Garbage Bin Tug means the vehicle and any trailer and attachments for the moving of Residential Component garbage receptacles between Residential Garbage Rooms and the Residential Garbage Holding Area and bulky waste between the Bulky Waste Room and the bulky waste collection point.

Garbage Facilities means any Shared Facility garbage storage areas or rooms and all garbage and recycling bins and associated compaction machines and equipment;

Government Agency means:

- (a) government or government department or body;
- (b) governmental, semi-governmental or judicial person; or
- (c) person who is charged with the administration of a law.

Gym means the gymnasium located on level 1 of Building C, the area around the gymnasium and toilets, and includes associated plant and equipment.

Insurance/s means all or any of the insurances required under the Act with an approved insurer as prescribed under the Act and any other insurance determined by Unanimous Resolution to be an Insurance;

Loading Dock means the loading dock in the area designated "(F)" on the Stratum Plan accessed from Evans Avenue and located at ground level of The Grand Eastlakes (North) Retail.

Management Act means the Strata Schemes Management Act 2015 and Regulations, and any replacement Act and regulations;

Meeting means a meeting of the Committee held according to part B of this management statement. A Meeting includes a meeting held in writing according to clause 3.8.

Member means each Owners Corporation and a registered proprietor of a Stratum Lot in the Building not the subject of a Strata Scheme, as appropriate;

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Member entitled to vote means a Member who under Schedule 2 is obliged to contribute to the costs of Shared Facilities and who has paid the Committee:

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

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

Member in Default means a Member which fails or has failed to comply with its obligations as prescribed under clause 9.8 and who will have no voting rights at meetings of the Committee unless it has satisfied those obligations before the date of notice for such a meeting;

Occupiers means the tenants, occupiers, invitees and/or mortgagees in possession of a Stratum Lot or a Strata Lot as is appropriate;

Officer means the Secretary, Treasurer or Chairperson of the Committee.

Ordinary Resolution means a resolution of the Committee that is passed at a properly convened meeting by simple majority of votes cast by the Member's representatives who attend the meeting and who are entitled to vote;

Outstanding Levy Certificate means a certificate provided by the Committee according to clause 2.22.

Owner means an owner of a Stratum Lot or a Strata Lot, as appropriate;

Owners Corporation includes the Owners Corporations for the Residential Component and the Retail Stratum and any Owners Corporation established on registration of a Strata Plan;

Pet Wash Bay means the pet washing bay on basement level 2 in Building B.

Podium Area means the open space podium area on level 1 in the Residential Component and includes all landscaping, planting, irrigation systems, fertilising systems, lighting, furniture, pergolas and other structures, paving and equipment in the Podium Area. The Podium Area is a Shared Facility.

Residential Component means the residential apartments component of The Grand Eastlakes (North) by Crown Group constructed within the Residential Stratums.

Residential Stratums means Lots 1 – 3 in the Stratum Plan.

Residential Owners means the owners of the Residential Stratums.

Residential Building A means the residential apartments component of The Grand Eastlakes (North) by Crown Group constructed within the Residential A Stratum.

Residential A Stratum means Lot 1 in the Stratum Plan.

Residential A Stratum Owner means the owner of the Residential A Stratum.

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Residential Building B means the residential apartments component of The Grand Eastlakes (North) by Crown Group constructed within the Residential B Stratum.

Residential B Stratum means Lot 2 in the Stratum Plan.

Residential B Stratum Owner means the owner of the Residential B Stratum.

Residential Building C means the residential apartments component of The Grand Eastlakes (North) by Crown Group constructed within the Residential C Stratum.

Residential C Stratum means Lot 3 in the Stratum Plan.

Residential C Stratum Owner means the owner of the Residential C Stratum.

Residential Garbage Room means, for each of the Residential Components, the garbage rooms in each Residential Component at basement level 1 receiving garbage from the garbage chute, including garbage bins, carousel and compactor and other equipment in or servicing that room.

Residential Garbage Chute Room means, for each of the Residential Components, the garbage waste and recycling waste chute room located on each residential level giving access to a garbage chute.

Residential Garbage Bin Holding Area means the Residential Component garbage bin holding area on ground level adjacent to the Loading Dock.

Residential Works means the initial development of the Residential Stratums by:

- (a) the construction of the Residential Component comprising, without limitation, residential apartments and associated car parking and amenities in the Residential Stratums;
- (b) the installation of ancillary services, facilities, plant or equipment (that may be new Shared Facilities or changes or additions to existing Shared Facilities); and
- (c) the subdivision of the Residential Stratums into further Stratum Lots (if applicable) and strata lots.

Retail Component means the component of The Grand Eastlakes (North) by Crown Group within the Retail Stratum, comprising a mix of retail and commercial uses.

Retail Fitout Works means the fitting out of retail or commercial premises within the Retail Stratum.

Retail Waste Holding Room means the retail waste holding room on ground level of the Building for the temporary storage of Retail garbage and recyclable waste bins prior to the collection of garbage.

Retail Stratum means Lot 4 in the Stratum Plan.

Retail Stratum Owner means the owner of the Retail Stratum.

Retail Works means the initial development of the Retail Stratum by:

- (a) the construction and fitout of the Retail Component comprising, without limitation, retail and

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commercial premises in the Retail Stratum;

- (b) the installation of ancillary services, facilities, plant or equipment (that may be new Shared Facilities or changes or additions to existing Shared Facilities); and
- (c) the subdivision of the Retail Stratum into further Stratum Lots (if applicable).

Roof Terrace means the roof terrace area on the level 8 (roof level) of Building C, including all barbecue equipment, landscaping, finishes, furniture, fittings and equipment in the area.

Rules mean rules made by the Committee about the management, operation, maintenance and control of The Grand Eastlakes (North) by Crown Group and Shared Facilities.

Schedule means either schedule 1 or 2 of this management statement as varied or amended in accordance with this management statement;

Service Bay means the 2 Service Bays on ground level of the Building within the Loading Dock.

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

Share means the relevant percentage of the total costs in connection with the Shared Facilities allocated to each Member as set out in Schedule 2;

Shared Costs means all expenses incurred or to be incurred in relation to the Shared Facilities and apportioned between the Members by a determination of the Committee pursuant to clause 9 including but not limited to:

- (a) operation, maintenance and repair costs;
- (a) renewal, renovation and replacement costs;
- (b) insurances;
- (c) fees payable to the Strata Manager or Building Manager; and
- (d) all other amounts determined by the Committee to be Shared Costs.

Shared Facilities means the services, facilities, machinery, equipment or items in a Stratum Lot or Strata Scheme that are:

- (a) used by two or more Members or Owners; or
- (e) used by one Member or Owner who is not the owner of the Stratum Lot or Strata Lot in which the Shared Facility is located.

Shared Facility Member means a Member who is required to maintain, repair, or replace services, facilities, machinery and equipment pursuant to the Management Act that form the Shared Facilities;

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Special Resolution means a resolution of the Committee that is passed at a properly convened meeting against which the votes of not more than one quarter of Member's representatives attending are entitled to vote are cast;

Strata Lot means a lot in a Strata Scheme;

Strata Manager means the strata managing agent for the time being appointed by the Committee under clause 7.1;

Strata Plan means a plan which according to the Development Act subdivides a Stratum Lot to create a Strata Scheme;

Strata Scheme means a strata scheme created when a Stratum Lot is subdivided by a Strata Plan;

Stratum Lot means either a current lot, as that term is defined in the Development Act, which is limited in height or depth or both but does not include parcel comprising a Strata Scheme;

Stratum Plan means DP1230963.

Swimming Pool Area means the swimming pool located on level 1 of the Building within Building C, the area around the swimming pool, toilets, and includes associated plant and equipment.

Unanimous Resolution means a resolution of the Committee that is passed at a properly convened meeting against which no votes are cast by Member's representatives who attend the meeting and who are entitled to vote;

Visitor Car Parking Spaces means up to 27 car parking spaces in the car park in the Retail Component and available for use by Occupiers of the Residential Component as visitor car parking spaces, which may include some or all of the 27 car parking spaces on basement level 2 that are the subject of easement for visitor parking (C) created in the Stratum Plan. The Visitor Car Parking Spaces are a Shared Facility for the benefit of the Residential Component.

Works means:

- (a) all building and landscaping works that affect the exterior appearance of the Building;
- (b) the installation of signage (excluding the repair, replacement, reinstatement, alteration or modification of existing signage that is visible from outside the Building);
- (c) any building works that may affect the structural integrity of another Stratum Lot; and
- (d) any building works that affect the Shared Facilities.

Works do not include:

- (e) Works relating to the internal refurbishment of the fitout of the premises within a Stratum Lot; or
- (f) maintenance, repair or refurbishment of signage for the business conducted within a Stratum Lot,

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that does not affect the exterior appearance of the Building or the structural integrity of another Stratum Lot.

41.2 Interpretation

In this management statement, unless the contrary intention appears the following applies.

- (a) Reference to:
 - (i) one gender includes the other genders;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a person includes any company, partnership, joint venture, association, corporation, body corporate or Statutory Authority;
 - (iv) a party includes the party's executors, administrators, successors or permitted assigns as appropriate;
 - (v) statutes, regulations, ordinances or by-laws include all statutes, regulations, ordinances or by-laws amending, consolidating or replacing them; and
 - (vi) a reference to an officer of an association or board or body which has ceased to exist includes the most senior officer of the organisation established in place of the association or body to serve substantially the same purposes.
- (f) Headings are for convenience only and do not affect the interpretation or form part of this management statement.
- (g) A party which is a trustee is bound both personally and in its capacity as a trustee.
- (h) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (i) If an act must be done on a specified day which is not a business day, the act must be done instead on the next business day.
- (j) As far as possible all provisions of this management statement will be construed so as not to be invalid, illegal or unenforceable in any respect.
 - (i) If any provision on its true interpretation is illegal, invalid or unenforceable, that provision will, as far as possible, be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable and so as to give it a valid operation of a partial character.
 - (ii) If any provision or part of this management statement cannot be read down, that provision or part will be deemed to be void and severable and the remaining provisions of this management statement will not be affected or impaired.

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Schedule 1 - List of Shared Facilities

This Schedule describes the Shared Facilities in the Building. The list of Shared Facilities must be read in conjunction with clauses 9.12 and 9.13 which describe the items and costs associated with the operation, management, preventative maintenance and replacement of Shared Facilities.

Unless a particular item specifies otherwise, Shared Facilities are available for use by each Member, Owner and Occupier.

In this schedule, references to levels of the Building at to the levels as noted on the Stratum Plan.

Item No.	Shared Facility	Description	Members Benefited:	Location
	Management Costs			
1.	Building Manager Fee	<p>The Building Manager is appointed by the Committee to provide management and operational services for the Building.</p> <p>Fee for the service provided by the Facilities/Building Manager in accordance with the Strata Management Statement. The building management services will include the services provided by the facilities/building manager appointed by the Committee. This will include management fees and other fees or charges that the Committee must pay and other costs incurred by the Committee according to its agreement with the building manager.</p>	All members	N/A
2.	Strata Management services	Strata management services include the services provided by the strata Manager appointed by the committee. Costs for strata	All members	N/A

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Item No.	Shared Facility	Description	Members Benefited:	Location
		<p>management services include, without limitation:</p> <p>(a) management fees and other fees that the committee must pay to the strata Manager according to their agreement; and</p> <p>(b) other costs incurred by the committee according to its agreement with the Strata Manager;</p> <p>(c) accounting fees incurred by the Committee in performing its functions; and</p> <p>(d) costs incurred by the Committee to maintain its records (including its financial records) according to this management statement.</p>		
3.	Capital Works Fund Levies – BMC	The levies imposed upon the Members to establish a capital works fund in accordance with clause 2.7 to pay for the renewal and replacement of the physical Shared Facilities.	All members	N/A
4.	Audit Cost	Cost relating to auditing accounts of the Strata Management Statement.	All Members	N/A
5.	Building Management Committee expenses	Administration, accounting, legal and other expenses payable by the Committee in performing obligations, duties and powers under the management statement	All Members	N/A

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Item No.	Shared Facility	Description	Members Benefited:	Location
6.	Insurance	<p>Costs for insurance include:</p> <ul style="list-style-type: none"> (a) building insurance premiums; (b) machinery breakdown insurance premiums; (c) public liability insurance premiums for Shared Facilities; (d) premiums under other policies effected by the Committee according to this management statement; (e) excesses on insurance policies affected by the Committee; (f) valuations of the Building for building insurance purposes; (g) insurance brokers fee; and (h) other insurance related costs incurred by the Committee for the Building, Shared Facilities and under the Easements or under an existing policy. 	All members	N/A
Operating Expenses				
7.	Signage	<p>Signage includes all line marking, directional signage, facility signage and signage for the Building which is located in or on shared facilities.</p> <p>It does not include signage on or within a member's component of the Building (which only services that component).</p> <p>Costs associated with signage include maintenance, cleaning, repair and lighting.</p>	All members	Throughout Site

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Item No.	Shared Facility	Description	Members Benefited:	Location
8.	Building management control system	Building management control system, including computer hardware and software to control security system, car park management system, mechanical systems and lifts, located in the Building Manager's office and security room.	All members	Building Managers Office (Level B1) (lot 2)
9.	Manned security	Contract for roving security patrols of shared facilities and the Building.	All members	External Patrols
10.	Security system	<p>The security system includes all security items giving access to Shared Facilities. It includes:</p> <ul style="list-style-type: none"> (a) Security Keys and associated card readers; (b) The security controller located in the Building Manager's office; (c) The security panels on lift doors and the boom gates enabling access; (d) Audio intercom system; and (e) All wires, cables and ducts to operate the security system computers and controllers. <p>This Shared Facility does not include the intercom and security systems that only service the Residential Component or a Residential Building.</p>	All members	Throughout Building
11.	Lighting	This shared facility includes: External lighting including the light poles and fittings located in the shared areas;	All members	Ground level (All lots)

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Item No.	Shared Facility	Description	Members Benefited:	Location
		<p>External illumination of the Building; and</p> <p>Lighting in shared lobbies and plant rooms.</p> <p>Costs for this shared facility include costs for lighting fittings, globes, cables, stands, maintenance, and electricity consumption that is metered through the common areas meters.</p>		
12.	Car park lighting	<p>Car park lighting on all basement car parking levels.</p> <p>Costs for this shared facility include costs for lighting fittings, globes, cables, stands, maintenance, and (if separately metered for this Shared Facility) electricity consumption.</p>	All members	Basement Car park levels
13.	Main communications Room	Room housing equipment for MDF, telephones, Opticomm equipment, CCTV equipment, security equipment and Embedded Network provider computer equipment. Includes the room and the communication equipment in the room and associated ducts, cables and equipment, throughout the Building.	All Members	Level B1 (Lot 4)
14.	Main switch room	<p>Electrical switch room, including switches, meters, controls, risers, pipes, cables. Includes cleaning and repair, maintenance and replacement of the room and equipment.</p> <p>This Shared Facility includes electrical switch boards in various locations in the Building.</p>	All Members	Ground level (Lot 1)
15.	Mechanical switch boards	Switch boards for mechanical systems (coming off electrical switchboards) in various locations in the Building,	All Members	Throughout Building (All lots)

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Item No.	Shared Facility	Description	Members Benefited:	Location
		including switches, meters, controls, risers, pipes, cables. Includes cleaning and repair, maintenance and replacement of the board and equipment.		
16.	Gas meter room	Room to house gas meters, including meters, valves, controls, riser space, pipes, cables, and cleaning and repair, maintenance and replacement of the room and equipment.	All Members	Ground level (Lot 1)
17.	Fire System	Includes all: Fire sprinklers; Evacuation system and smoke detectors– throughout site and common lobbies; Fire hydrant booster valves; Fire indicator panel, hydrant booster, Sprinkler Valves and pumps located Ground Floor. Meters and pump room; Mimic panels; Hydrant risers & hose reel distribution lines; Occupant warning system control panel; Power to hydrant pump room; and all essential fire safety measures/systems.	All members	Basement levels to roof, throughout Building.
18.	Fire control board and EWIS cupboard	Fire control board and cupboard housing EWIS panel, fire indicator panel, smoke control panel and connection to fire brigade, monitors, controls, software, riser space and pipes. Includes cleaning and repair, maintenance and replacement of the cupboard and equipment.	All Members	Ground level entry lobby (Lot 3)
19.	Fire sprinkler hydrant pump room	Pump room for fire sprinkler hydrant, including pumps, pipes	All Members	Level B3 (Lot 4)

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Item No.	Shared Facility	Description	Members Benefited:	Location
		to fire sprinkler tanks and ancillary equipment.		
20.	Fire sprinkler and hydrant tank	Water tank supplying fire sprinklers and hydrants.	All Members	Level B3 (Lot 4)
21.	Fire hydrant and sprinkler booster valves	Cupboard containing booster valve system for fire hydrants and sprinklers, including: pumps, valves, controls, meters (where appropriate), riser space and pipework; and cleaning and repair, maintenance and replacement of the room and equipment.	All Members	Ground level (Lot 3)
22.	Sprinkler valve cupboard	Cupboard containing booster valve system for fire sprinklers, including: pumps, valves, controls, meters (where appropriate), riser space and pipework; and cleaning and repair, maintenance and replacement of the room and equipment.	All Members	Ground level (Lot 4)
23.	Fire stairs	Fire stairs throughout the Building providing emergency egress from the Building.	All Members	All levels (All Lots)
24.	Fire Stair Pressurisation	Includes all motors, fans, controls, ducting, grilles, filters, pipe work, electrical components and other items that form part of the stair pressurisation systems. This shared facility includes the stair pressurisation equipment and fan room adjacent to each fire stair including the associated risers and ducts.	All members	Within fire stairs and associated risers/ducts
25.	Annual fire certification	Essential services certification for the whole Site.	All members	N/A

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Item No.	Shared Facility	Description	Members Benefited:	Location
26.	Rain water tank	Water tank receiving rain water from roof and supplying irrigation systems for landscape planting. Includes all pumps, valves, pipes and associated equipment, and repair, maintenance and replacement of the tank, pumps, valves, pipes and associated equipment.	All members	Ground level and level 1 (All lots)
27.	On-site stormwater detention tank	Detention tank for stormwater, pump out system and water quality device including: <ul style="list-style-type: none"> pumps, valves, controls, meters (where appropriate), and pipes; and cleaning and repair, maintenance and replacement of the tank and equipment. 	All members	Ground level – suspended above driveway (Lot 1)
28.	Sewer pumping stations	In ground and standing pumping stations on B3. Includes pumps, valves, controls, meters and pipes	All Members	Level B3 (Lot 4)
29.	Stormwater pumping station	Stormwater pumping station on B3. Includes pumps, valves, controls, meters and pipes	All Members	Level B3 (Lot 1)
30.	Mechanical plant room	Hot water plant for Retail Component (air conditioning) and for residential swimming pool heating, located in mechanical main plant room. Includes boilers, heat exchangers, switchboards, pumps, meters, valves, controls and pipes, and other associated equipment. If water usage by this plant is metered to each of the lots benefited, water consumption will be apportioned as metered.	All Members	Level B3 (Lot 4)

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Item No.	Shared Facility	Description	Members Benefited:	Location
31.	Cooling tower	Mechanical cooling for supply of chilled water and condensor water to the Retail Component, including meters, pumps and hydraulic pipes, valves and associated pipework, electrical components and equipment. Includes cleaning, repair, maintenance and replacement and cleaning of area where the cooling tower is located.	Lot 4	Roof level (lot 3)
32.	Cold water pump room	Room to house cold water pumps for Residential Component, including, meters, valves, controls and pipes. Water usage as metered will be paid for by each Member. Water as metered to the common areas will be paid for as part of this Shared Facility.	Lots 1, 2 and 3	Level B1 (Lot 4)
33.	Electrical and communications cupboard	Cupboards building automation services (BAS) systems, including switches, equipment, controls, ducts and cables.	All Members	Each level of the Building
34.	Building Manager's office	Offices to house building management staff, and building monitoring and security equipment, including furniture and equipment, computers, CCTV and other security and monitoring equipment and systems and related software, and their repair, maintenance and replacement.	All Members	Level B1 within retail centre management area (Lot 4)
35.	Car park emergency lighting	Emergency lighting for car park, including switches, meters, controls, risers, pipes, cables.	All Members	Levels B3 to B1 (All lots)
36.	Car park sprinkler system	Fire sprinkler system in car park, including all booster pumps, valves, storage tanks, associated pipework, and electrical components.	All Members	Levels B3 to B1 (All lots)

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Item No.	Shared Facility	Description	Members Benefited:	Location
37.	Car park mechanical ventilation and exhaust	<p>Car park mechanical ventilation and exhaust systems comprising supply air fans in car park and associated equipment. Includes the:</p> <ul style="list-style-type: none"> • supply fan room on level B1; • exhaust fan rooms on B1; • car park fan room on level 1 <p>and the supply systems, intake louvers, ducts servicing the exhaust risers, fan motors and housing, controls and associated equipment, stair pressurisation system, mechanical intake plenum, maintenance of rooms and equipment.</p>	All Members	Levels B3 to B1 (All lots)
38.	Sewer boundary trap	Sewer boundary trap and connection points to main, servicing drainage from all Stratum Lots.	All Members	Level [] (Lot []) on [] Road
39.	Loading Dock	Loading dock accessed from Evans Avenue, including the roller shutter or other gate and ventilation systems servicing the Loading Dock. Includes dedicated loading dock manager (if any) and cleaning and repair and maintenance of the dock and any costs of running the dock. Includes the cost of any dedicated loading dock manager.	All Members	Ground level (Lot 4)
40.	Gates, driveways and vehicle access control	<p>Covers all gates, driveways and vehicle access control systems, including maintenance, repair, and replacement of plant and equipment, and driveway maintenance.</p> <p>Gates, roller shutters and vehicle control to individual</p>	All Members	Ground levels to B3 (All lots)

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Item No.	Shared Facility	Description	Members Benefited:	Location
		Stratum Lots are the responsibility of each Member.		
41.	Residential roller shutters	2 roller shutter doors on B2 securing access to residential car park areas on B2 and B3. Includes maintenance, repair, and replacement of roller shutters.	Lots 1, 2 and 3	Level B2 (Lots 1 and 2)
42.	Lift no. 17	<p>Use of lift between Loading Dock on ground level and basement level 3, for transportation of furniture and large items. Includes lift and all ancillary equipment, switches and controls and cleaning, repair, maintenance and replacement of the lifts and ancillary equipment.</p> <p>This Shared Facility includes access to and from the lift by the most direct route or a route nominated by the Committee, from time to time.</p> <p>Costs for this Shared Facility include:</p> <ul style="list-style-type: none"> lift maintenance contract and repair of the lifts; and other costs associated with the use and operation of the lifts. 	Lots 1, 2 and 3	Ground level to Level B3 (Lot 1)
43.	Building C lifts no. 21 and No. 22	Lifts in Residential Building C providing access from and to basement level 3, basement level 2, ground level and level 1, for access from and to Evans Avenue for occupiers of lots 1 and 2. Includes all ancillary equipment, switches and controls and cleaning, repair, maintenance and replacement	Lots 1, 2 and 3	Ground level to Level 1 (Lot 3)

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Item No.	Shared Facility	Description	Members Benefited:	Location
		<p>of the lifts and ancillary equipment.</p> <p>This Shared Facility includes the lift lobby and access to and from the lifts via corridors and stairs using the most direct route or a route nominated by the Committee, from time to time.</p> <p>Costs for this Shared Facility include:</p> <ul style="list-style-type: none"> lift maintenance contract and repair of the lifts; and other costs associated with the use and operation of the lifts. <p>This Shared Facility does not include access to basement level 1.</p>		
44.	Building C entry lobbies	Entry lobbies at ground level and level 1 of Building C giving access to lifts no. 21 and 22, designated (D) on the Stratum Plan and the subject of easement for access (D) in the Stratum Plan. Includes cleaning, maintenance, repair and replacement of all flooring, furniture, lighting, finishes, fittings and other equipment in the lobbies.	Lots 1, 2 and 3	Ground level (Lot 3)
45.	Swimming Pool Area	Swimming Pool Area, including the area around the swimming pool, toilets and change rooms, associated plant and equipment and consumption of utilities if metered to this Shared Facility (such as water, electricity and gas), chemicals and other items used in connection with the Swimming Pool Area. Includes cleaning, maintenance, repair and replacement of all the Swimming Pool Area and	Lots 1, 2 and 3	Level 1 (Lot 3)

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Item No.	Shared Facility	Description	Members Benefited:	Location
		associated equipment and all consumables. Includes the right to access the Swimming Pool Area using access ways under easement for access to shared facilities in the Stratum Plan.		
46.	Swimming pool plant room	Plant room and associated pumps, valves, controls, meters (where appropriate), riser space and pipes. Includes cleaning and repair, maintenance and replacement of plant and the room.	Lots 1, 2 and 3	Ground level (below pool) (Lot 4)
47.	Gym	Gym located on level 1 in Building C, including the gym, the accessible toilet adjacent to the Gym, area around the Gym, associated plant and equipment and consumption of utilities if metered to this Shared Facility (such as water, electricity and gas), chemicals and other items used in connection with the Gym. Includes cleaning, maintenance, repair and replacement of all the Gym and associated equipment and all consumables. Includes the right to access the Gym using Building C lobby and other access ways under easement for access to shared facilities in the Stratum Plan.	Lots 1, 2 and 3	Level 1 (Lot 3)
48.	Podium Area	External podium open space area including water features, seating areas, deck and landscaped garden areas, furniture, fittings and associated plant and equipment. Includes cleaning, maintenance, repair and replacement of all the landscaping, furniture, fittings and associated plant and associated equipment.	Lots 1, 2 and 3	Level 1 (Lots 1, 2 and 3)

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Item No.	Shared Facility	Description	Members Benefited:	Location
49.	External landscaping	<p>External perimeter landscaping at ground level. Includes cleaning, maintenance, repair and replacement of all landscaping, lighting, finishes, fittings and other equipment.</p> <p>This Shared Facility does not include external landscaping on the eastern side of the Building that is within lot 4</p>	All Members	Ground level (All lots)
50.	Roof Terrace	<p>Roof terrace area including barbeque area and barbeque equipment, landscaping, and finishes, fittings and equipment in the area.</p> <p>Includes cleaning of the area and maintenance, repair and replacement of all equipment, landscaping, finishes, furniture, fittings and other equipment, and consumption of utilities if metered to this Shared Facility (such as water, electricity and gas) and other items used in connection with the Roof Terrace.</p> <p>Includes the right to access the Roof Terrace using lobbies, lifts no. 21 and 22 in Building C and other access ways under easement for access to shared facilities in the Stratum Plan.</p>	Lots 1, 2 and 3	Level 8 (roof) (Lot 3)
51.	Visitor parking bays	27 visitor car parking bays located on level B1 within the retail car park in the Retail Component, subject to clause 27 of this management statement.	Lots 1, 2 and 3	Level B1 (Lot 4)
52.	Carwash Bay	The car wash bay on B2 and car wash tank (if any) and drainage pit and sump below, and consumption of water if separately metered. Includes all pumps, valves, pipes and	Lots 1, 2 and 3	Level B2 (Lot 2)

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Item No.	Shared Facility	Description	Members Benefited:	Location
		associated equipment, and repair, maintenance and replacement of the tank, pumps, valves, pipes and associated equipment.		
53.	Pet Wash Bay	The pet washing bay on B2 and water tank (if any) and consumption of water if separately metered. Includes all pumps, valves, pipes and associated equipment, and repair, maintenance and replacement of the tank, pumps, valves, pipes and associated equipment.	Lots 1, 2 and 3	Level B2 (Lot 2)
54.	Level 1 awnings	Awnings external to all lots at approximately level 1 floor slab height. Includes cleaning, repair, maintenance and replacement of the awnings. Does not include under awning signs for the Retail Component.	All Members	Level 1 (All lots)
55.	Retail signage	Under awning signage affixed to the façade, including all wires, cables, conduits or other equipment used for the passage of electricity or other services to the Retail signage. Includes the cleaning, repair, maintenance and replacement of any under awning retail signage that is affixed to the awning or the façade below the awning.	Lot 4	Ground level (Lot 4)
56.	Residential Garbage Bin Holding Area	Holding area for residential garbage bins prior to collection of residential garbage from the Building. Includes the cleaning of the area, and repair, maintenance and replacement of the area and any equipment and bins in the area.	Lots 1, 2 and 3	Ground level (lot 1)

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Item No.	Shared Facility	Description	Members Benefited:	Location
57.	Garbage Bin Tug	Garbage Bin Tug servicing the Residential Component. Includes all running costs, maintenance, repair and replacement.	Lots 1, 2 and 3	Ground level Loading Dock and basement levels
58.	Bulky Waste Room	Waste room for the storage of residential bulky waste bulky waste prior to collection from the Building. Includes the cleaning of the room, and repair, maintenance and replacement of the room and any equipment in the room.	Lots 1, 2 and 3	Level B1 (Lot 1)
59.	Residential waste management	Management of residential non-recyclable, recyclable and bulky waste in accordance with this management statement, if and to the extent management of Residential Component waste is managed by the Committee.	Lots 1, 2 and 3	Throughout Residential Component (Lots 1, 2 and 3)
60.	Retail solar panels	Solar panels servicing the Retail Component located on Tower A roof and Tower B roof, and all associated equipment, meters, cables and ducts. Includes cleaning, repair, maintenance and replacement of the area and plant and equipment. This Shared Facility can be accessed by easement for services and access (G) in the Stratum Plan.	Lot 4	Tower A roof and Tower B level 6 roof area (Lots 1 and 2)
61.	Kitchen exhaust	Kitchen exhaust fan units on Building B level 5 roof area and chimney systems throughout the Building servicing tenancies in the Retail Component, including risers, ducts, fans, motors and all ancillary equipment. This Shared Facility is covered by easement for kitchen exhaust services (whole of lot) in the Stratum Plan.	Lot 4	Ground level to roof (lots - 4)

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Item No.	Shared Facility	Description	Members Benefited:	Location
62.	Mail box area	Area in Building C ground level lobby with mail boxes for Building A, Building B and Building C. Includes cleaning and repair, maintenance and replacement of the area, the mail boxes and lighting, and electricity consumption if separately metered or measurable.	Lots 1, 2 and 3	Ground level (Lot 3)
63.	Bicycle parking racks	Bicycle parking racks for use by visitors to the Building.	All Members	Ground level (Lots 1, 2 and 3)
64.	End of trip facilities	End of trip facilities including unisex changeroom, toilet and shower amenities	All Members	Level B2 (Lot 4)
65.	Residential garbage removal contract	Contract for the removal from the Building of garbage from Building A, Building B and Building C. This Shared Facility will only apply if Council does not collect residential garbage from the Building.	Lots 1, 2 and 3	Lots 1, 2 and 3
66.	Mechanical Ventilation Contract	Routine and non-routine regular service and maintenance contract(s) in relation to other plant which are Shared Facilities including: <ul style="list-style-type: none"> • supply fans; • various shafts and ducts; • exhaust fans; and stair pressurisation fans.	All Members	All Lots
67.	Fire Services contracts – routine and non-routine	Contracts relating to fire detection and prevention systems (wet and dry) including: <ul style="list-style-type: none"> • fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; 	All Members	All Lots

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Item No.	Shared Facility	Description	Members Benefited:	Location
		<ul style="list-style-type: none"> fire sprinkler system including all booster pumps, valves, storage tanks, associated pipework, and electrical components, etc; Fire hydrant and hose reel system including all booster pumps, valves, storage tanks, associated pipework and electrical components etc; fire extinguishers; fire system inspection, testing, monitoring and certification; fire detection panel, EWIS panel, smoke control panel, connection to fire brigade and smart graphic system, and associated electrical components; and all other items associated with the shared fire services. <p>Costs for the fire system include the costs to comply with any obligations of the Committee regarding fire safety.</p> <p>The fire system does not include additional fire safety equipment or services installed in a strata scheme, Strata Lot or Stratum Lot by a Member, Owner or Occupier.</p>		
68.	Pest Control Contract	Pest control in all Shared Facilities areas including inspection, treatment and remedial actions.	All Members	All Lots
69.	Embedded Network Services	Embedded Network Services used by or in connection with the Shared Facility areas, Shared Facilities and by any	All Members	Throughout Building

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Item No.	Shared Facility	Description	Members Benefited:	Location
		<p>other areas in the Building that are not separately metered.</p> <p>The consumption by the unmetered areas will be calculated by totalling the relevant Embedded Network Service supplied to all components of the Building through the master meters or gate meters and deducting from that total the total volume of the Embedded Network Service supplied through secondary meters in the Building to Strata Lots and Stratum Lots and to any Shared Facility areas, Shared Facilities and common areas that are separately metered.</p> <p>The cost is to be shared in the proportion to the GFA of each Member's Stratum Lot in relation to the GFA of all Stratum Lots, as recorded in Schedule 2.</p>		
70.	Electricity consumption – Gym, podium area and roof	Charges for electricity consumption by Shared Facilities in the Gym, podium area and roof areas, as metered by meter MSB1.	Lots 1, 2 and 3	Lots 1, 2 and 3
71.	Electricity consumption – car park and other areas	Charges for electricity consumption as metered by meter MSB2 by Shared Facilities in the basement levels including the car park areas, car park supply and exhaust fans, fire pump room fans, Loading Dock exhaust fans, stair pressurisation fans, plant room fans, grease arrestor room fan, FIP, EWIS and gas shut off valve.	All Members	Basement levels and other levels (all lots)
72.	Unmetered utility consumption to the Building	Charges for utility consumption (such as water, gas and electricity) by Shared Facility areas, Shared Facilities and by	All Members	n/a

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Item No.	Shared Facility	Description	Members Benefited:	Location
		<p>any other areas in the Building that are not separately metered.</p> <p>The consumption by the unmetered Shared Facility areas and Shared Facilities will be calculated by deducting the consumption by Strata Lots and Stratum Lots and by any Shared Facility areas and Shared Facilities that are separately metered from the total consumption by the Building as measured by the utility provider's gate meters in or for the Building.</p> <p>Includes all utilities other than Embedded Network Services covered elsewhere in this schedule.</p> <p>The cost is to be shared in the proportion to the GFA of each Member's Stratum Lot in relation to the GFA of all Stratum Lots, as recorded in Schedule 2.</p>		
73.	Utility consumption to metered common areas	<p>Charges for utility consumption by Shared Facility areas, Shared Facilities and common areas that is metered but not separately metered to any Shared Facility.</p> <p>The cost is to be shared in the proportion of the GFA of each entitled Member's Stratum Lot in relation to the GFA of all entitled Member's Stratum Lots, as recorded in Note 1 of Schedule 2.</p>	The Members who are entitled to use the relevant Shared Facility area, Shared Facility or common area	n/a
	Cleaning expenses			
74.	Cleaning - general	Cleaning of Shared Facilities and shared areas used by all Members. This shared facility includes the cleaner's room and storerooms located throughout	All members	N/A

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Item No.	Shared Facility	Description	Members Benefited:	Location
		the Building for the cleaning of shared areas.		
75.	Cleaning - Residential façade	Cleaning of the external façades of the residential components of the Building, being Building A, Building B and Building C. Includes cleaning and washing of façade and external surfaces in Lots 1, 2 and 3. This Shared Facility does not include repair, maintenance and replacement of the external façades.	Lots 1, 2 and 3	Ground level and above (Lots 1, 2 and 3)
76.	Cleaning – Swimming Pool Area	Cleaning of Swimming Pool Area.	Lots 1, 2 and 3	Level 1 (lot 3)
77.	Cleaning – Gym	Cleaning of Gym.	Lots 1, 2 and 3	Level 1 (lot 3)
78.	Cleaning – Car park and driveways	Cleaning of Car park and driveways on all car park levels	All members	Ground level to level B3
79.	Cleaning – Loading Dock	Cleaning of the Loading Dock.	All Members	Ground level (lot 4)
80.	Cleaning – Roof Terrace	Cleaning of Roof Terrace.	Lots 1, 2 and 3	Roof level (lot 3)
81.	Cleaning – Podium Area	Cleaning of Podium Area.	Lots 1, 2 and 3	Roof level (lot 3)
Repair and maintenance expenses				
82.	R&M – General	Repair and maintenance on Shared Facilities not covered in specific categories – such as shared plant rooms, shared fire stairs, car park and loading dock entry etc.	All Members who use the relevant area or Shared Facility	Relevant areas or Shared Facilities throughout Building
83.	R&M – Carpentry & Locks	Repair and maintenance of Shared Facilities involving carpentry and door locks to Shared Facility areas.	All Members who use the relevant area or Shared Facility	Relevant areas or Shared Facilities throughout Building

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Item No.	Shared Facility	Description	Members Benefited:	Location
84.	R&M – Painting	Repair and maintenance of Shared Facilities involving painting to Shared Facility areas.	All Members who use the relevant area or Shared Facility	Relevant areas or Shared Facilities throughout Building
85.	R&M – Plumbing	Repair and maintenance of Shared Facilities involving plumbing to Shared Facility areas.	All Members who use the relevant area or Shared Facility	Relevant areas or Shared Facilities throughout Building
86.	R&M – Electrical	Repair and maintenance of Shared Facilities involving electrical including <ul style="list-style-type: none"> • maintenance and testing of shared switchboards; • emergency light testing and maintenance to Shared Facility areas; and • lamp replacement to shared areas. 	All Members who use the relevant area or Shared Facility	Relevant areas or Shared Facilities throughout Building

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Schedule 2 - Shared costs for Shared Facilities

The percentages in the second and third columns represent the percentage of the total cost for each Shared Facility that the Members must pay.

If this Annexure does not apportion the costs for particular Shared Facility, the Members must contribute towards the Shared Facility according to clause 9.

In this schedule, references to levels of the Building are to the levels as noted on the Stratum Plan.

Item No.	Shared Facility	Lot 1	Lot 2	Lot 3	Lot 4	Method of dividing cost
	Management Costs					
1.	Building Manager Fee	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
2.	Strata Management services	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
3.	Capital Works Fund Levies – BMC	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
4.	Audit Cost	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
5.	Building Management Committee expenses	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
6.	Insurance	–	–	–	–	Proportion based on replacement value of each lot and determined in accordance with the provisions of section 162(2) of the Strata Schemes Development Act 2015 as if the Lots are lots in a part strata building.
	Operating Expenses					
7.	Signage	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
8.	Building Management control system	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
9.	Manned security	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
10.	Security system	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
11.	Lighting	19.55	33.39	13.73	33.34	Relative UFA (see note 1)

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Item No.	Shared Facility	Lot 1	Lot 2	Lot 3	Lot 4	Method of dividing cost
12.	Car park lighting	19.69	29.96	13.79	36.56	Relative number of car spaces (see note 2)
13.	Main communications Room	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
14.	Main switch room	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
15.	Mechanical switch boards	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
16.	Gas meter room	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
17.	Fire System	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
18.	Fire control board and EWIS cupboard	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
19.	Fire sprinkler hydrant pump room	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
20.	Fire sprinkler and hydrant tanks	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
21.	Fire hydrant and sprinkler booster valves	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
22.	Sprinkler valve cupboard	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
23.	Fire stairs	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
24.	Fire Stair Pressurization	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
25.	Annual fire certification	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
26.	Rain water tank	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
27.	On-site stormwater detention tank	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
28.	Sewer pumping stations	19.55	33.39	13.73	33.34	Relative UFA (see note 1)

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Item No.	Shared Facility	Lot 1	Lot 2	Lot 3	Lot 4	Method of dividing cost
29.	Stormwater pumping station	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
30.	Mechanical plant room	18.77	32.06	13.18	36.0	Anticipated usage of Retail Component (36%) and Residential Components (64%) per mechanical services design. As between Residential Component lots, Relative UFA (see note 1)
31.	Cooling tower	—	—	—	100	100% of cost paid by Lot 4
32.	Cold water pump room	29.32	50.09	20.59	—	Relative UFA (see note 1)
33.	Electrical and communications cupboard	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
34.	Building Manager's office	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
35.	Car park emergency lighting	19.69	29.96	13.79	36.56	Relative number of car spaces (see note 2)
36.	Car park sprinkler system	19.69	29.96	13.79	36.56	Relative number of car spaces (see note 2)
37.	Car park mechanical ventilation and exhaust	19.69	29.96	13.79	36.56	Relative number of car spaces (see note 2)
38.	Sewer boundary trap	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
39.	Loading Dock	16.54	23.31	10.15	50.0	Anticipated relative use as indicated by the traffic plan for the Building. 50% allocated to lot 4 and 50% shared by lots 1, 2 and 3 based on relative dwelling numbers (see note 4)
40.	Gates, driveways and vehicle access control	19.69	29.96	13.79	36.56	Relative number of car spaces (see note 2)
41.	Residential roller shutters	30.67	47.33	22.0	—	Relative number of car spaces (see note 2) excluding visitor bays

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Item No.	Shared Facility	Lot 1	Lot 2	Lot 3	Lot 4	Method of dividing cost
42.	Lift no. 17	70.0	15.0	15.0	–	Anticipated relative use. 70% allocated to Lot 1 and 15% to each of lots 2 and 3.
43.	Building C lifts no. 21 and No. 22	29.32	50.09	20.59	–	Relative UFA (see note 1)
44.	Building C entry lobbies	29.32	50.09	20.59	–	Relative UFA (see note 1)
45.	Swimming Pool Area	29.32	50.09	20.59	–	Relative UFA (see note 1)
46.	Swimming pool plant room	29.32	50.09	20.59	–	Relative UFA (see note 1)
47.	Gym	29.32	50.09	20.59	–	Relative UFA (see note 1)
48.	Podium Area	29.32	50.09	20.59	–	Relative UFA (see note 1)
49.	External landscaping	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
50.	Roof Terrace	29.32	50.09	20.59	–	Relative UFA (see note 1)
51.	Visitor parking bays	33.08	46.62	20.03	–	Relative number of dwellings (see note 3)
52.	Carwash bay	30.67	47.33	22.0	–	Relative number of car spaces (see note 2) excluding visitor bays
53.	Pet Wash Bay	33.08	46.62	20.03	–	Relative number of dwelling units (see note 3)
54.	Level 1 awnings				85.0	Approximate awning length served by awning. Share of lots 1, 2 and 3 allocated by relative UFA (see note 1)
55.	Retail signage	–	–	–	100	100% of cost paid by Lot 4
56.	Residential Garbage Bin Holding Area	29.32	50.09	20.59	–	Relative UFA (see note 1)
57.	Garbage Bin Tug	29.32	50.09	20.59	–	Relative UFA (see note 1)
58.	Bulky Waste Room	29.32	50.09	20.59	–	Relative UFA (see note 1)

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Item No.	Shared Facility	Lot 1	Lot 2	Lot 3	Lot 4	Method of dividing cost
59.	Residential waste management	29.32	50.09	20.59	–	Relative UFA (see note 1)
60.	Retail solar panels	–	–	–	100	100% of cost paid by Lot 4
61.	Kitchen exhaust	–	–	–	100	100% of cost paid by Lot 4
62.	Mail box area	33.08	46.62	20.03	–	Relative number of dwelling (see note 3)
63.	Bicycle parking racks	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
64.	End of trip facilities	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
65.	Residential garbage removal contract	29.32	50.09	20.59	–	Relative UFA (see note 1)
66.	Mechanical Ventilation Contract	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
67.	Fire Services contracts – routine and non-routine	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
68.	Pest Control Contract	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
69.	Embedded Network Services	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
70.	Electricity consumption – Gym, podium area and roof	29.32	50.09	20.59	–	Relative UFA (see note 1)
71.	Electricity consumption – car park and other areas	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
72.	Unmetered utility consumption to the Building	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
73.	Utility consumption to metered common areas	–	–	–	–	The cost for each metered Shared Facility area is to be shared in the proportion of the UFA of each entitled Member's Stratum Lot in relation to the

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Item No.	Shared Facility	Lot 1	Lot 2	Lot 3	Lot 4	Method of dividing cost
						UFA of all entitled Member's Stratum Lots.
	Cleaning expenses					
74.	Cleaning - general	19.55	33.39	13.73	33.34	Relative UFA (see note 1)
75.	Cleaning - Residential façade	29.32	50.09	20.59	—	Relative UFA (see note 1)
76.	Cleaning – Swimming Pool Area	29.32	50.09	20.59	—	Relative UFA (see note 1)
77.	Cleaning – Gym	29.32	50.09	20.59	—	Relative UFA (see note 1)
78.	Cleaning – Car park and driveways	19.69	29.96	13.79	36.56	Relative number of car spaces (see note 2)
79.	Cleaning – Loading Dock	16.54	23.31	10.15	50.0	Anticipated relative use as indicated by the traffic plan for the Building. 50% allocated to lot 4 and 50% shared by lots 1, 2 and 3 based on relative dwelling numbers (see note 4)
80.	Cleaning – Roof Terrace	29.32	50.09	20.59	—	Relative UFA (see note 1)
81.	Cleaning – Podium Area	29.32	50.09	20.59	—	Relative UFA (see note 1)
	Repair and maintenance expenses					
82.	R&M – General	—	—	—	—	Relative UFA (see note 1) of Members who use the relevant area or Shared Facility
83.	R&M – Carpentry & Locks	—	—	—	—	Relative UFA (see note 1) of Members who use the relevant area or Shared Facility
84.	R&M – Painting	—	—	—	—	Relative UFA (see note 1) of Members who use the relevant area or Shared Facility

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Item No.	Shared Facility	Lot 1	Lot 2	Lot 3	Lot 4	Method of dividing cost
85.	R&M – Plumbing	–	–	–	–	Relative UFA (see note 1) of Members who use the relevant area or Shared Facility
86.	R&M – Electrical	–	–	–	–	Relative UFA (see note 1) of Members who use the relevant area or Shared Facility

Notes:

Note 1: Relative UFA is the relative useable floor areas of the components of the Building, being, for each Stratum Lot, the sum of the floor areas within the walls or other external limits, less areas used as plant rooms (such as mechanical plant and equipment rooms), electrical equipment and switchrooms, tank rooms, lift motor rooms, meter cupboards and rooms, telecommunication switchrooms, refuse collection areas, loading docks, service bays and car parking spaces, lift shafts, service ducts and fire stairs. However, if the predominant use of a Stratum Lot is any of these excluded uses (such as for the housing plant and equipment or as a car park), areas used for these purposes will be included in the UFA.

The UFA areas on each level are recorded in the table at the end of these notes. The UFA areas (rounded) are as follows:

Component	Lot	UFA (sqm)	Percentage
Building A	1	4,483	19.55%
Building B	2	7,658	33.39%
Building C	3	3,148	13.72%
Retail	4	7,647	33.34%
	Total	22,936	100%

Component	Lot	UFA (sqm)	Percentage
Building A	1	4,483	29.32%
Building B	2	7,658	50.09%
Building C	3	3,148	20.59%
	Total	15,289	100%

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Component	Lot	UFA (sqm)	Percentage
Building A	1	4,483	36.92%
Building B	2	7,658	63.08%
	Total	12,141	100.00%

Component	Lot	UFA (sqm)	Percentage
Building A	1	4,483	58.75%
Building C	3	3,148	41.25%
	Total	7,631	100%

Component	Lot	UFA (sqm)	Percentage
Building B	2	7,658	70.87%
Building C	3	3,148	29.13%
	Total	10,806	100%

Mechanical plant room:

Component	Lot	UFA (sqm)	Percentage
Building A	1	4,483	18.77%
Building B	2	7,658	32.06%
Building C	3	3,148	13.18%
Retail	4		36.00%
	Total	15,289	100%

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Note 2: The relative number of car spaces for each component of the Building are as follows:

Car spaces with visitor bays allocated to Residential buildings based on no. of dwellings:					
Component	Lot	Car spaces	Visitor bays per dwelling numbers	Total car spaces	Percentage
Building A	1	46	8.93	54.93	19.69%
Building B	2	71	12.59	83.59	29.96%
Building C	3	33	5.48	38.48	13.79%
Retail (excl 27 Res Vis bays)	4	102		102	36.56%
Residential visitor bays		27			
	Total	279	27	279	100%

Residential car spaces (excl visitor bays):			
Component	Lot	Car spaces	Percentage
Building A	1	46	30.67%
Building B	2	71	47.33%
Building C	3	33	22.00%
	Total	150	100.00%

Total car spaces:			
Component	Lot	Car spaces	Percentage
Building A	1	46	16.487%
Building B	2	71	25.448%
Building C	3	33	11.828%
Retail (Incl 27 Res Vis bays)	4	129	46.237%
	Total	279	100%

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Note 3: The relative number of dwelling units for the Residential Components of the Building are as follows:

Component	Lot	No. of dwellings	Percentage
Building A	1	44	33.08%
Building B	2	62	46.62%
Building C	3	27	20.30%
	Total	133	100.00%

Note 4: The anticipated use of the Loading Dock is as follows:

Loading Dock - 50% allocated to Retail Component and 50% to Residential Components shared on relative dwelling numbers			
Component	Lot	No. of dwellings	Percentage
Building A	1	44	16.54%
Building B	2	62	23.31%
Building C	3	27	10.15%
Retail	4		50.00%
	Total	133	100%

UFA areas table:

Level	Lot 1 (sqm)	Lot 2 (sqm)	Lot 3 (sqm)	Lot 4 (sqm)	Total UFA by levels (sqm)
B 3	570	1217	235	0	2,022
B 2	406	946	474	1300	3,126
B 1	0	0	0	2891	2,891
Ground	0	0	64	3456	3,520
Level 1	606	956	283	0	1,845
Level 2	607	967	344	0	1,918
Level 3	607	967	344	0	1,918
Level 5	607	967	344	0	1,918
Level 6	607	929	344	0	1,880
Level 7	473	709	344	0	1,526
Level 8	0	0	353	0	353
Level 9 (Roof)	0	0	19	0	19
Total	4,483	7,658	3,148	7,647	22,936

Approved Form 9	Strata Management Statement	Sheet 109 of 111 sheets
Registered:	Office use only	

Schedule 3 – Retail Signage Plan

Draft Registration Version

Approved Form 9	Strata Management Statement	Sheet 110 of 111 sheets
Registered:	Office use only	

EXECUTED as a deed.

Signed on behalf of
Crown Eastlakes Pty Limited ACN 602 863
 838 in accordance with section 127 of the
 Corporations Act 2001, by:

_____	Director
Secretary/Director	_____
_____	Print name
Print name	

Signed on behalf of
Stateland BKK Pty Limited ACN 700 517 332
 731 in accordance with section 127 of the
 Corporations Act 2001, by:

_____	Director
Secretary/Director	_____
_____	Print name
Print name	

Signed on behalf of
Stateland East Pty Limited ACN 106 277 918
 in accordance with section 127 of the
 Corporations Act 2001, by:

_____	Director
Secretary/Director	_____
_____	Print name
Print name	

Approved Form 9	Strata Management Statement	Sheet 111 of 111 sheets
Registered:		Office use only

Mortgagee

Signed by

as attorney for **Commonwealth Bank of Australia**
ACN 123 123 124, under power of attorney dated

in the presence of:

 Witness

 Print name

 Print address

 Attorney

 Name

By executing this document the attorney
 states that the attorney has received no
 notice of revocation of the power of
 attorney