

Strata Management Statement

ASHFIELD CENTRAL

Note: this statement has effect as an agreement
under seal binding:

- (i) each owner for the time being of any part of the Building or its Site; and
- (ii) a mortgagee in possession or lessee of any such part of the Building or its Site

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Part 1 **Ashfield Central and the Strata Management Statement**

1 Introduction

1.1 Management of the building

A Strata management statement is a set of rules that regulate the management and operation of a building where part of the building is subdivided by a strata scheme or schemes.

These types of strata schemes are called 'part building strata schemes'. The Strata Scheme at Ashfield Central is a part building strata scheme.

This management statement regulates the management and operation of Ashfield Central through the Rules contained in this management statement and by the activities of the Committee.

1.2 What are the different components in Ashfield Central?

At the date of registration of this management statement, Ashfield Central has three distinct components. They are:

Component	Description	Member
Shopping Centre	A stratum lot comprising a retail shopping centre, associated car parking and a serviced apartment building, which may be further subdivided by stratum plan to create separate lots comprising (1) the retail shopping centre and parking component and (2) the serviced apartment building	Shopping Centre Owner
Residential Strata	A strata scheme comprising 101 strata lots (being apartments and associated car parking)	Residential Owners Corporation
Retail Strata	A strata scheme comprising three retail strata lots	Retail Owners Corporation

If the Shopping Centre is subdivided by stratum plan, Ashfield Central will have four distinct components:

Component	Description	Member
Shopping Centre	A stratum lot comprising a retail shopping centre, associated car parking and a serviced apartment building, which may be further subdivided by stratum plan to create separate lots comprising (1) the retail shopping centre and parking component and (2) the serviced apartment building	Shopping Centre Owner
Residential Strata	A strata scheme comprising 101 strata lots (being apartments and associated car parking)	Residential Owners Corporation
Retail Strata	A strata scheme comprising three retail strata lots	Retail Owners Corporation
Serviced Apartments	A serviced apartment building and associated car parking	Serviced Apartments Owner

1.3 Effect of this management statement

This management statement has effect as an agreement under seal.

1.4 How to amend this management statement

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

1.5 Compliance

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

1.6 Obligations for Occupiers

If you are an Owner, you must include in any lease or other agreement for the use and occupation of your Lot provisions requiring the Occupiers of the Lot to refrain from breaching this management statement.

1.7 Obligations for others

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

1.8 Obligations for visitors

You must

- (a) take all reasonable actions to ensure that your visitors refrain from breaching this management statement; and

- (b) make your visitors leave Ashfield Central if they do not refrain from breaching this management statement.

1.9 By-laws for Strata Schemes

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

2 Management structure for Ashfield Central

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

2.1 Management structure

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

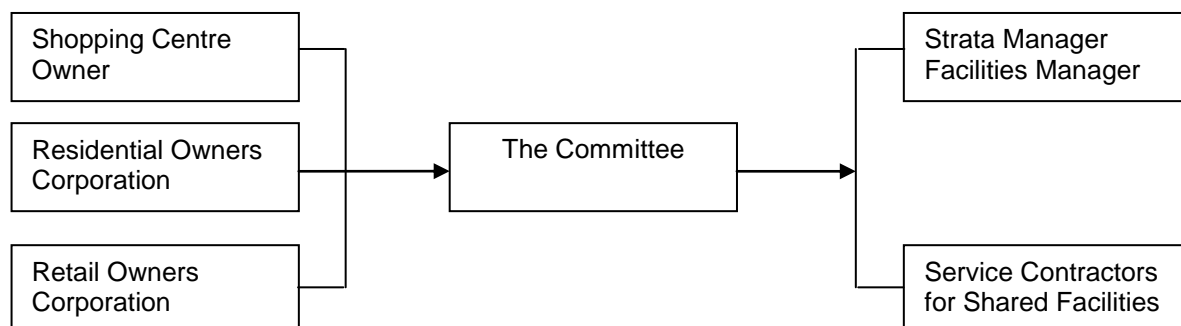
2.2 Who assists the Committee perform its functions?

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

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

2.3 Overview of management structure

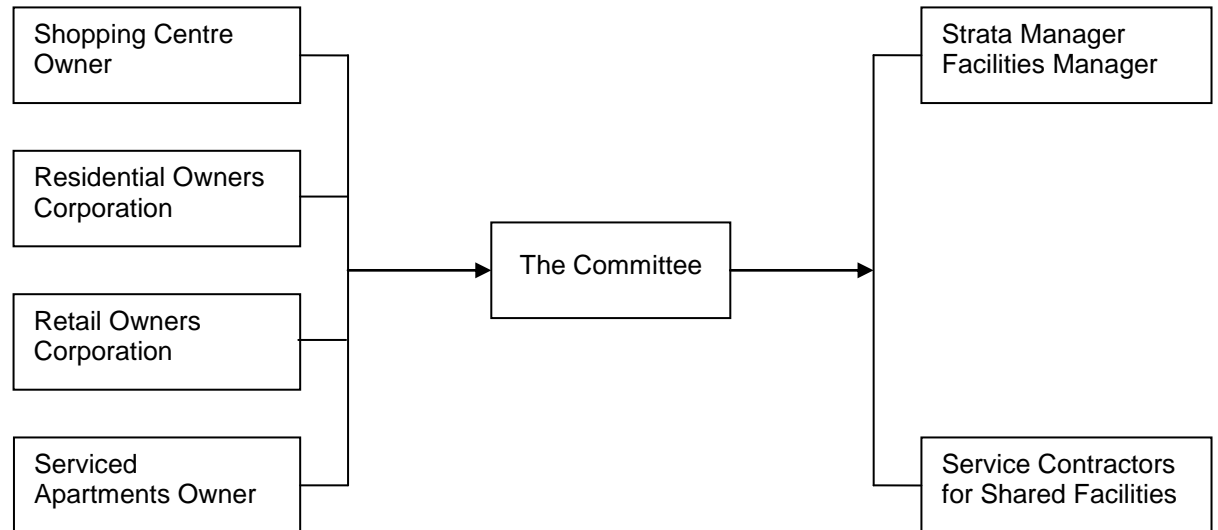
On registration of this management statement, the management structure for Ashfield Central looks like this:



These parties are Members of the Committee. They each appoint a Representative to attend and vote for them at Meetings and Emergency Meetings

The Committee may appoint parties to assist in the operation and management of Ashfield Central

If Shopping Centre is subdivided by stratum plan, the management structure for Ashfield Central looks like this:



These parties are Members of the Committee. They each appoint a Representative to attend and vote for them at Meetings and Emergency Meetings

The Committee may appoint parties to assist in the operation and management of Ashfield Central

Part 2 Rights and obligations of the Committee

3 The Committee

3.1 Establishing the Committee

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

3.2 Members of the Committee

- (a) On registration of this management statement, the Members of the Committee are:
 - (i) the Shopping Centre Owner;
 - (ii) the Residential Owners Corporation; and
 - (iii) the Retail Owners Corporation.
- (b) If the Shopping Centre component is subdivided by stratum plan, the Members of the Committee are:
 - (i) the Shopping Centre Owner;
 - (ii) the Residential Owners Corporation;
 - (iii) the Retail Owners Corporation; and
 - (iv) the Serviced Apartments Owner.

3.3 New Members

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

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

4 Functions and powers of the Committee

4.1 Functions and powers

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

- (a) comply with its obligations and perform its functions in accordance with the Management Act, the Development Act, this management statement and the Easements;
- (b) make decisions about the matters in this management statement;
- (c) convene and hold Meetings and Emergency Meetings;
- (d) determine Administrative Fund contributions and Sinking Fund contributions to meet the costs for performing the functions and complying, with the obligations of the Committee;
- (e) operate, maintain, renew and replace Shared Facilities;

- (f) deal with and make decisions about Shared Facilities;
- (g) appoint and contract with Service Contractors to provide operational, maintenance, renewal and replacement services to Shared Facilities;
- (h) effect insurances in accordance with the Management Act and this management statement;
- (i) monitor the performance by Members, Owners and Occupiers of their obligations under the Management Act, the Development Act and this management statement;
- (j) monitor the performance of the Strata Manager;
- (k) monitor the performance of the Facilities Manager;
- (l) monitor the performance of Service Contractors;
- (m) administer and monitor compliance with the Architectural Code;
- (n) accept, process and make decisions about applications in accordance with Part 8; and
- (o) perform ancillary functions necessary to carry out the functions and perform the obligations of the Committee.

4.2 How to make decisions

The Committee may make decisions only in accordance with this management statement and at a properly convened Meeting or Emergency Meeting and by Resolution or, subject to the Management Act, Majority Resolution.

4.3 Power to contract and make appointments

Subject to this clause 4, the Committee has the power to:

- (a) enter into and terminate contracts or other arrangements with Service Contractors to assist the Committee perform its functions and comply with its obligations; and
- (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.

4.4 Agents

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

4.5 Making Rules

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

4.6 Consistency of Rules

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

4.7 Effect of Rules

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

5 Officers of the Committee

5.1 What Officers must the Committee appoint?

The Committee must appoint the Officers.

5.2 Eligibility for election

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

5.3 Appointment to more than one position

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

5.4 Procedure for appointing Officers

The Committee must appoint its Officers within one month after this management statement is registered.

5.5 Replacement Officers

The Committee:

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

5.6 Vacating the position of an Officer

An Officer vacates their position as an Officer if:

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

6 Functions of Officers

6.1 Exercising functions

An Officer must perform their functions in accordance with this management statement, the Management Act, the Development Act and the directions of the Committee.

6.2 The Secretary

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

- (a) convene Meetings and Emergency Meetings;

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

6.3 The Treasurer

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

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

6.4 The Chairperson

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

7 Appointing a Strata Manager

7.1 Purpose of the agreement

The Committee has the power to appoint and enter into agreements with a Strata Manager to assist the Committee perform its functions and, in particular, perform secretarial and financial functions.

7.2 Qualifications of the Strata Manager

The Strata Manager must have the licences required by law to be a strata managing agent.

7.3 Delegation of functions

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

7.4 What functions may not be delegated?

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

- (a) the function to delegate functions of the Committee or the Officers;
- (b) functions which the Committee may exercise only by, subject to the Management Act, Majority Resolution;
- (c) the function to determine Administrative Fund and Sinking Fund contributions; or
- (d) functions which the Committee decides by, subject to the Management Act, Majority Resolution may be performed only by the Committee.

7.5 Form of agreement

An agreement between the Committee and the Strata Manager must:

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

7.6 Term of the appointment

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

7.7 Remuneration

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

7.8 Duties

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

8 Appointing a Facilities Manager

8.1 Purpose of the agreement

The Committee has the power to appoint and enter into agreements with a Facilities Manager which has experience in managing mixed use retail and residential properties to provide operational and management services for Ashfield Central and, in particular, Shared Facilities.

8.2 Services to Committee and Members

The Facilities Manager may provide:

- (a) services to the Committee which Members must pay for in accordance with the Shared Facilities list to be determined in accordance with clause 42.1; and

- (b) services for individual Members (at the request of the Member) which must be paid for or reimbursed to the Facilities Manager by those Members.

8.3 Form of agreement

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

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

8.4 Term of the appointment

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

8.5 Remuneration

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

8.6 Duties

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

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

8.7 Member Services

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

9 Insurance requirements

9.1 Statutory insurance

The Committee must effect building insurance for Ashfield Central in accordance with the Management Act.

9.2 Required insurances

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

- (a) effect machinery breakdown insurance for Shared Facilities plant and equipment which is not covered under warranty;
- (b) effect public liability insurance for Shared Facilities for a cover of not less than the amount prescribed by section 87 of the Management Act for a public liability policy effected by 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.

9.3 Optional insurances

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

9.4 Valuations

The Committee must have Ashfield Central (and separately each component listed in clause 1.2) valued for insurance purposes at least every three years. The valuation must be done by a qualified valuer or quantity surveyor who has a minimum of five years' experience and experience in valuing for insurance purposes buildings like Ashfield Central.

9.5 When to carry out the first valuation

The Committee must have the first valuation carried out within six months after this management statement is registered.

9.6 Amount of building insurance

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

9.7 Proceeds of building insurance claims:

The Committee must:

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

See clause 20.5 regarding the obligations of Members if they receive a payment under the building policy for Ashfield Central.

9.8 Regular review of insurances

Each year the Committee must:

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

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

9.9 Insuring for new risks

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

9.10 Insurance records:

The Committee must:

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

10 Keeping books and records of the Committee

10.1 Obligations of the Committee

The Committee must keep books and records relating to the exercise of its functions and the operation, management and administration of Ashfield Central and Shared Facilities in accordance with this clause.

10.2 Which books and records must the Committee keep?

Books and records which the Committee must keep include:

- (a) an up-to-date copy of this management statement;
- (b) its agreements with the Strata Manager, Facilities Manager and Service Contractors;
- (c) an up-to-date roll containing names, addresses and other contact details for each Member and their Representatives and Substitute Representatives;
- (d) Appointment Forms and Membership Forms;
- (e) notices and minutes of Meetings and Emergency Meetings;
- (f) Proxy Forms and voting papers for Meetings and Emergency Meetings;
- (g) financial statements;
- (h) copies of Outstanding Levy Certificates;
- (i) audit reports;
- (j) Budgets;
- (k) notices served on the Committee;
- (l) correspondence sent to and by the Committee;
- (m) insurance records including duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances;
- (n) drawings and plans submitted and approved by the Committee under Part 8; and
- (o) all other records relating to the administration and operation by the Committee of Ashfield Central.

10.3 How long are books and records kept?

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

10.4 Who is entitled to inspect the books and records?

You may inspect the books and records of the Committee if you are a Member or an Owner (or a person authorised in writing by them).

10.5 What is the procedure?

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

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

10.6 Time for the inspection

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

10.7 Taking copies of records

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

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

11.1 General requirement

When the Committee exercises its rights to access parts of Ashfield Central, it must not interfere unreasonably with your lawful use of that area.

11.2 What are the powers of the Committee?

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

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

11.3 Access requirements

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

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

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

11.4 Notice requirements

The Committee must give you reasonable notice before it requires access to your part of Ashfield Central. However, in an emergency, the Committee is not required to give you notice if it is not practicable to do so.

11.5 Paying costs

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

11.6 Rectifying damage

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

11.7 Interpreting this clause

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

12 Rights of the Committee to do work in an emergency

12.1 What power does the Committee have?

In an emergency, the Committee may do anything in Ashfield Central which you should have done under this management statement but which, in the opinion of the Committee acting reasonably, you have not done or have not done properly. If practicable, the Committee must give you notice before it exercises its rights under this clause.

12.2 Entering parts of Ashfield Central

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

12.3 Costs

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

12.4 No Interference

When the Committee exercises its right under this clause 12, it must not interfere unreasonably with your lawful use of Ashfield Central.

12.5 Liability for Damages

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

12.6 Interpreting this clause

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

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

13.1 Acting as agent

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

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

13.2 Appointment as agent and attorney

Each Member appoints the Committee as its agent and attorney to enable the Committee or a person appointed by the Committee to take any action authorised by Resolution or, subject to the Management Act, Majority Resolution.

13.3 Legal proceedings by a Member

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

14 Consents by the Committee

14.1 How may consent be given?

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

14.2 Conditional consent

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

14.3 Revoking consent

The Committee may revoke its consent if the Member, Owner or Occupier to whom the consent was given does not comply with any conditions made by the Committee when it granted the consent.

14.4 Application of Part 8

This clause 14 is subject to any specific provisions regarding the consent of the Committee to an application for Works or further subdivisions as set out in Part 8.

Part 3 Rights and obligations of Members, Owners and Occupiers

15 What are the rights and obligations of Members?

15.1 General obligations

In addition to your obligations elsewhere in this management statement, if you are a Member you must:

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

15.2 Voting rights

If you are a Member, you have the right to vote at Meetings and Emergency Meetings in accordance with Part 4.

15.3 Shared Facilities

You must not interfere with Shared Facilities other than in accordance with this management statement.

15.4 Maintenance requirements

Except for Shared Facilities and subject to this management statement, if you are a Member you must, at your cost:

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

15.5 Nature of obligations

You must act in good faith in your dealings with Members, Owners and Occupiers under this management statement and the Easements.

15.6 Damage

If you are a Member, you are liable for damage or loss you cause to each other Member, an Owner or an Occupier if you do or fail to do something under this management statement. However, your liability does not include damage or loss caused or contributed to by the Member, Owner or Occupier suffering the damage or loss. In this clause 15.6, a reference to a Member includes the Representative, Substitute Representative, contractors, employees and agents of the Member.

15.7 Upgrading and redevelopment

The Members acknowledge that, throughout the life of Ashfield Central, upgrading and redevelopment works may take place. The Members agree to act reasonably and not unreasonably withhold their consent if a proposal is made to upgrade or redevelop parts of Ashfield Central or any part or parts of it.

15.8 Structural adequacy

Members, Owners and Occupiers:

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

16 Appointing a Representative and a Substitute Representative

16.1 Appointment of Representatives

If you are a Member, you must appoint a Representative to represent and vote for you at Meetings and Emergency Meetings.

16.2 Appointment of Substitute Representatives

If you are a Member, you may appoint a Substitute Representative to represent you at Meetings and Emergency Meetings if your Representative cannot attend.

16.3 Eligibility for appointment

Representatives and Substitute Representatives must be natural persons.

16.4 Appointing a new Representative or Substitute Representative

If you are a Member, you may appoint a new Representative or Substitute Representative at any time.

16.5 Appointment Form

You must complete and serve on the Committee the Appointment Form if:

- (a) you appoint a Representative or a new Representative;
- (b) you appoint a Substitute Representative or a new Substitute Representative; or
- (c) the contact details for your Representative or Substitute Representative change.

16.6 When does an appointment become effective?

Your appointment of a Representative or Substitute Representative (or a new Representative or Substitute Representative) takes effect when the Committee receives a duly completed Appointment Form from you.

16.7 Proxies

You may authorise your Representative or Substitute Representative to appoint a proxy to represent and vote for you at Meetings and Emergency Meetings. In your Appointment Form, you must advise the Committee whether your Representative or Substitute Representative may appoint a proxy.

16.8 Acts by Representatives and Substitute Representatives

Anything done for you by your Representative or Substitute Representative has the same effect as if you did it.

17 What are the obligations of Owners and Occupiers?

In addition to your obligations elsewhere in this management statement, if you are an Owner or an Occupier you must:

- (a) promptly comply with your obligations under this management statement, the Management Act and the Development Act;
- (b) comply with decisions of the Committee;
- (c) comply with Easements; and
- (d) comply with Rules.

18 Additional obligations for the Owners' Corporation

18.1 Notices of Meetings

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

18.2 Attendance at Meetings

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

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

18.3 By-laws

A Member which is an Owners Corporation must not make by-laws that are inconsistent with this management statement. If there is an inconsistency between the by-laws and this management statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with this management statement.

18.4 Appointing Representatives and Substitute Representatives

If you are an Owners Corporation, you must appoint your Representatives and Substitute Representatives only by special resolution in accordance with the Development Act.

19 Rights of access

19.1 General requirement

When a Member, Owner and Occupier exercises their rights to access parts of Ashfield Central, they must not interfere unreasonably with your lawful use of that area.

19.2 Access in an emergency

In an emergency you must give Members, Owners and Occupiers access to fire stairs, passages and all other egress routes in your part of Ashfield Central necessary to exit Ashfield Central.

19.3 Access to Shared Facilities by the Committee

Subject to the Easement and Part 6, you must give the Committee and other Members, Owners and Occupiers access to operate, test use, maintain, repair and replace Shared Facilities located in your part of Ashfield Central by the most direct route nominated by the Committee (acting reasonably).

19.4 Notice requirements

Except in an emergency and subject to this management statement, the Committee, Members, Owners and Occupiers must give you reasonable notice before they require access to your part of Ashfield Central.

19.5 When is access available?

Except in an emergency and subject to this management statement, the Committee, Members, Owners and Occupiers may gain access under this clause to your part of Ashfield Central only during the hours determined by this management statement or reasonably agreed to by you.

19.6 Paying costs

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

19.7 Rectifying damage

You must promptly rectify any damage you cause and leave the affected area of Ashfield Central clean and tidy when you exercise your rights and comply with your obligations under this clause.

20 Obligations for insurance

20.1 Public liability insurance

If you are a Member, you must affect public liability insurance with the same insurer appointed by the Committee for its public liability policy (unless the Committee agrees otherwise).

20.2 Machinery breakdown and contents

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

- (a) machinery breakdown insurance for plant and equipment in your part of Ashfield Central that is not a Shared Facility and is not covered under warranty; and
- (b) for an Owners Corporation, contents insurance for its Common Property.

20.3 Actions that may increase premiums

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

20.4 Paying for additional premiums

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

20.5 Proceeds of building insurance claims

If you are a Member, you must:

- (a) apply any payments you receive under a building policy effected by the Committee under clause 9.1 to rebuild or reinstate the damaged areas of your part of Ashfield Central; and
- (b) rebuild or reinstate your part of Ashfield Central within a reasonable time.

21 Changes to the parties to Service Contracts

21.1 When does this clause apply?

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

21.2 Obligations of Members

If you:

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

21.3 Effect of Complying with this clause

If you comply with your obligations under clause 21.2 the Members release you from your obligations under a Service Contract from the date the new Member becomes a party to the Service Contract (other than for liabilities which arise before that date).

21.4 Failure to comply with this clause

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

21.5 Who pays the cost?

A Member who:

- (a) transfers their Stratum Lot must pay the reasonable costs of the other parties arising as a consequence of the parties complying with this clause; and

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

22 Obtaining an Outstanding Levy Certificate

22.1 Who may apply for a certificate?

You may apply to the Committee for an Outstanding Levy Certificate if you are a Member or an Owner (or a person authorised in writing by them).

22.2 Procedure to obtain a certificate

The procedure for obtaining an Outstanding Levy Certificate is:

- (a) The applicant must apply in writing to the Treasurer; and
- (b) the applicant must pay the Committee a fee equal to the fee prescribed for the provision of a certificate under section 109 of the Management Act.

22.3 Information to be included in a certificate

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

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

22.4 When must the certificate be given?

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

22.5 Certificate is evidence of matters in it

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

23 What contact details must you provide to the Committee

23.1 Member's contact details

If you are a Member, you must provide the Committee with the following contact details:

- (a) your Current Address and the Current Addresses for your Representative and Substitute Representative (or any replacement Representative or Substitute Representative you appoint);
- (b) your Current Fax Number and the Current Fax Number for your Representative and Substitute Representative (or any replacement Representative or Substitute Representative you appoint); and
- (c) if you are an Owners Corporation, the name, telephone number, Current Address and Current Fax Number of your strata managing agent.

23.2 Purchasing a Stratum Lot

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

23.3 Owners Corporation

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

23.4 Changing your contact details

If you are a Member, you must complete and serve a Membership Form on the Committee within five Business Days if;

- (a) you change your name, address, telephone or fax number; and
- (b) if the Occupier of your Stratum Lot (or part of it) changes their name, address, telephone number or fax number.

24 Fire safety and protection

24.1 What are your obligations?

You must

- (a) immediately notify the Committee of any defect in or damage to a Fire Safety Device which comes to your attention;
- (b) comply with laws about fire control; and
- (c) ensure that the lock on the entry door to your Lot complies with all applicable fire safety requirements.

24.2 Keep flammable materials

You may keep flammable materials in your Lot (but not in any car space of your Lot) provided that you:

- (a) use them in connection with the lawful use of your Lot; and
- (b) keep them in reasonable quantities in accordance with the guidelines of Government Agencies.

24.3 Restrictions about fire safety

You must not:

- (a) interfere with, obstruct or damage Fire Safety Devices;
- (b) do anything that will activate a Fire Safety Device unless there is a fire or other emergency in Ashfield Central; or

- (c) keep flammable materials on a Shared Facility, or if you are an Owners Corporation, on Common Property.

Part 4 Meeting procedures and resolutions

25 Meetings of the Committee

25.1 Types of Meetings

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

25.2 Meetings

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

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

25.3 Emergency Meetings

The Committee may deal only with matters which require a Resolution (and not a Majority Resolution) at an Emergency Meeting. The Committee may convene an Emergency Meeting:

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

25.4 Who convenes Meetings?

A Meeting or an Emergency Meeting may be convened by:

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

26 Notices and agendas for Meetings

26.1 Information to be included in the notice

Subject to this clause 26, if you convene a Meeting or an Emergency Meeting you must give each Member a notice of the Meeting which includes:

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

26.2 Agenda for a Meeting

The agenda for a Meeting must:

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

26.3 Agenda for an Emergency Meeting

The agenda for an Emergency Meeting must:

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

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

If you convene a Meeting to determine Administrative Fund contributions or Sinking Fund contributions, you must include with the notice of the Meeting:

- (a) the Budget prepared by the Committee in accordance with clause 34;
- (b) the current audit report prepared by the Committee in accordance with clause 36; and
- (c) the current audited financial statement prepared by the Committee in accordance with clause 36.

26.5 How much notice is required for a Meeting?

If you convene a Meeting, you must give each Member at least 10 Business Days' notice of the Meeting.

26.6 How to serve notice of a Meeting

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

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

26.7 Giving notice of an Emergency Meeting

If you convene an Emergency Meeting, you may:

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

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

26.8 Notices for Emergency Meetings

If you convene an Emergency Meeting, you must serve notice of the Emergency Meeting by:

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

27 Procedures for holding Meetings

27.1 Conducting a Meeting or Emergency Meeting

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

27.2 Quorum for a Meeting

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

27.3 Failure to obtain a quorum

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

27.4 Notice of adjourned Meetings

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

27.5 Quorums at adjourned Meetings

A quorum at an adjourned Meeting or Emergency Meeting is:

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

27.6 Attendance at a Meeting

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

27.7 Special provisions for Meetings held in writing

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

- (a) the person who convenes the Meeting serves notice of the Meeting in accordance with 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.

27.8 How to cast a vote at an Emergency Meeting

A Member may cast a vote at an Emergency Meeting:

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

27.9 Minutes of Meetings

If you convene a Meeting or an Emergency Meeting, you must distribute minutes of the Meeting to each Member within 10 Business Days after the Meeting.

28 Voting rights of Members

28.1 Voting rights of Members

Subject to this clause, you are entitled to vote at Meetings and Emergency Meetings only if you are a Member Entitled to Vote. Your Representative or Substitute Representative may cast your vote personally or by proxy.

28.2 How many votes does each Member have?

- (a) Until registration of a Subdivision Plan to create the Serviced Apartments Component, at all Meetings and Emergency Meetings, a Member is entitled through its Representative or Substitute Representative to exercise the following votes:
 - (i) Shopping Centre Owner 5 votes;
 - (ii) Residential Owners Corporation 2 votes; and
 - (iii) Retail Owners Corporation 1 vote.
- (b) After registration of the Subdivision Plan to create the Serviced Apartments Component, at all Meetings and Emergency Meetings, a Member is entitled through its Representative or Substitute Representative to exercise the following votes:
 - (i) Shopping Centre Owner 5 votes;
 - (ii) Residential Owners Corporation 2 votes;
 - (iii) Retail Owners Corporation 1 vote; and
 - (iv) Serviced Apartments Owner 1 vote.

28.3 Instructions by a Member

A Representative or Substitute Representative (or proxy) for a Member Entitled to Vote must vote at a Meeting or an Emergency Meeting in accordance with any instructions by the Member which appointed them (or by the executive committee of that Member).

28.4 Restrictions on voting

The following restrictions apply to voting at Meetings and Emergency Meetings:

- (a) the Chairperson does not have a casting vote;
- (b) the Strata Manager does not have a vote unless they are a Representative or a Substitute Representative (or a proxy); and
- (c) the Facilities Manager does not have a vote unless they are a Representative or a Substitute Representative (or a proxy).

29 Appointing a proxy

29.1 Who may appoint a proxy?

You may appoint a proxy if you are:

- (a) a Member; or
- (b) a Representative or Substitute Representative if the Member which appointed you has authorised you to appoint a proxy in accordance with clause 16.7.

29.2 Who may be a proxy?

A proxy must be a natural person.

29.3 How to appoint

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

- (a) you make the appointment on a Proxy Form (see Schedule 3);
- (b) you and the proxy sign the Proxy Form; and
- (c) you deliver the signed Proxy Form to the Strata Manager prior to the commencement of the first Meeting or Emergency Meeting at which the proxy may vote.

29.4 Instructions about voting

You may include in the Proxy Form instructions to your proxy about how to vote. A vote by your proxy in contravention of your instructions is invalid.

29.5 Restrictions on voting

Your proxy cannot vote at a Meeting or an Emergency Meeting if you cast a vote.

30 Resolutions at Meetings and Emergency Meetings

30.1 What is a Resolution?

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

30.2 Who may vote on a matter requiring a Resolution?

You are entitled to vote on a Resolution if you are a Member Entitled to Vote.

30.3 When is a Resolution passed?

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

30.4 Matters decided by Resolution

The matters which the Committee may determine by Resolution are:

- (a) appointing or terminating the appointment of the Strata Manager (subject to the written agreement between the Committee and the Strata Manager);
- (b) appointing or terminating the appointment of a Facilities Manager subject to the written agreement between the Committee and the Facilities Manager);
- (c) appointing or terminating the appointment of a Service Contractor (or the agent of the Committee);
- (d) effecting insurances;
- (e) establishing the Administrative Fund and determining contributions for that fund;
- (f) establishing the Sinking Fund and determining contributions for that fund; and
- (g) resolving any other matters which do not require a Majority Resolution.

31 Majority Resolutions at Meetings

31.1 Purpose of Majority Resolutions

Subject to this clause 31, and the Management Act, Majority Resolutions generally relate to dealings with Shared Facilities and amending this management statement.

31.2 Who may vote on a Majority Resolution?

You are entitled to vote on a Majority Resolution if you are a Member Entitled to Vote.

31.3 When is a Majority Resolution passed?

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

31.4 Matters decided by Majority Resolution

The matters which the Committee may determine only by Majority Resolution are:

- (a) amending, adding to or repealing all or part of this management statement;
- (b) repaying all or part of the surplus Administrative Fund or Sinking Fund contributions in accordance with Members in accordance with clause 40;
- (c) adding to, extending or removing a Shared Facility in accordance with clause 43;
- (d) amending or adding to the division of costs for Shared Facilities in accordance with clause 44; and
- (e) supplying services in accordance with clause 50.

Part 5 Financial management

32 What funds must the Committee establish?

32.1 Administrative fund

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

32.2 Sinking fund

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

32.3 What money is paid into the Administrative Fund?

The Committee must pay into the Administrative Fund:

- (a) Administrative Fund contributions;
- (b) payments the Committee receives for inspections of its books and records;
- (c) payments the Committee receives for providing Outstanding Levy Certificates;
- (d) amounts paid to the Committee by way of discharge of claims for insurance affected by the Committee; and
- (e) payments the Committee receives under Easements.

32.4 What money is paid into the Sinking Fund?

The Committee must pay into the Sinking Fund:

- (a) Sinking Fund contributions; and
- (b) other money received by the Committee which it does not have to pay into its Administrative Fund in accordance with clause 32.3.

33 Financial years

33.1 First Financial Year

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

33.2 Subsequent Financial Years

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

34 Preparing Budgets

34.1 When to prepare Budgets

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

34.2 What information must be included in a Budget?

A Budget must contain itemised details of:

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

34.3 How much to budget?

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

35 Determining contributions

35.1 Levying Members

The Committee must levy Members the contributions it will need for its Administrative Fund and Sinking Fund for each Financial Year. The Committee may decide to levy contributions for a shorter or longer period provided that it prepares a Budget for that period in accordance with clause 34.2 and clause 34.3.

35.2 What proportion of costs must you pay?

If you are a Member, the proportion of Administrative Fund and Sinking Fund contributions you must pay is in the Shared Facilities list to be determined in accordance with clause 42.1.

35.3 Procedures for determining contributions

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

- (a) whether you must pay the contributions in a lump sum or by instalments; and
- (b) the dates on which you must pay your contributions (e.g. monthly or quarterly).

35.4 Determining the amount of contributions

Subject to clause 35.7, the Committee may determine contributions by Resolution. The amount of contributions:

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

35.5 Insufficient funds

Subject to clause 35.7, the Committee must determine:

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

35.6 Budget where there are insufficient funds

Subject to clause 35.7, before the Committee determines an additional contribution it must prepare and adopt a Budget for the period covered by the additional contribution. The Committee may approve the Budget by Resolution.

35.7 Determining contributions at an Emergency Meeting

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

36 Preparing financial statements

36.1 Obligations of the Committee

At the end of each Financial Year the Committee must:

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

36.2 When to prepare financial statements

The Committee must have audited financial statements for its accounts prepared for the period from the date of the last financial statements to within two months before the next contribution period starts.

36.3 Information to be included in a financial statement

A financial statement must show for each of the Administrative Fund and the Sinking Fund;

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

37 Paying contributions

37.1 Notices of contributions

Subject to this clause 37, the Committee must give you at least 20 Business Days' notice before your Administrative Fund or Sinking Fund contributions are due. The notice must be in writing and must show for each of the Administrative Fund and Sinking Fund:

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

37.2 Raising funds in an emergency

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

38 Banking money and interest on accounts

38.1 Establishing a bank account

The Committee must:

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

38.2 Withdrawing funds

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

38.3 Trust account

Subject to clause 38.4, if the Committee appoints a Strata Manager the Committee may require the Strata Manager to deposit and hold its funds in a trust account established under the Property Stock and Business Agents Act 2002 (NSW).

38.4 Interest bearing accounts

The Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Committee may credit it to one of the accounts of the Committee or pay it to the Members in accordance with clause 40.

39 Late payments

39.1 Interest

If you are a Member, you must:

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

39.2 Calculating interest

The Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft rate quoted by the bank or building society of the Committee.

39.3 Certificates about interest rates

A certificate about interest rates given to you by the bank or building society of the Committee is conclusive evidence of the interest rate in clause 39.2.

39.4 Recovering unpaid contributions

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

40 Dealing with surplus funds

40.1 Distributing surplus funds

If there is surplus money in the Administrative Fund or Sinking Fund at the end of a Financial Year, the Committee may distribute it between the Members in accordance with the proportions which the Members contribute to the funds in accordance with clause 35.2.

40.2 Majority Resolution

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

41 Paying contributions when there is a Dispute

41.1 What are your obligations?

You are not excused from paying your Administrative Fund contributions, Sinking Fund contributions or other amounts you owe the Committee because you have a Dispute or a disagreement with the Committee (e.g. a Dispute about the amount of a payment).

41.2 Continuing payments

If you have a Dispute or disagreement with the Committee about the amount of Administrative Fund or Sinking Fund contributions you must pay, you must continue to pay your contributions at the rate determined in accordance with clause 35.2. After the Dispute is resolved, you and the Committee must pay each other any necessary adjustments.

41.3 Your rights are not affected

Your rights against the Committee are not affected if you continue to pay Administrative Fund and Sinking Fund contributions in accordance with clause 41.2.

Part 6 Shared Facilities

42 Shared Facilities

42.1 Overview

- (a) A number of facilities and services in Ashfield Central are used by two or more Members or located on the land of a Member but used by another Member. These are called Shared Facilities. A list of Shared Facilities (with a description of each) is in Schedule 1.
- (b) On registration of this management statement, Part A of Schedule 1 applies.
- (c) Following registration of a Subdivision Plan to create the Serviced Apartments Component, Part B of Schedule 1 applies.

42.2 What do Shared Facilities include?

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

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

42.3 Access routes to Shared Facilities

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

42.4 Rights and obligations of the Committee

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

42.5 Service Contractors

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

42.6 Shared Facilities and Common Property

Some items of Common Property are designated in this management statement as Shared Facilities. If you are an Owners Corporation, you authorise the Committee to perform its functions and exercise its rights under this management statement in respect of that Common Property.

42.7 Shared Facilities and Stratum Lots

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

42.8 Who may use Shared Facilities?

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

42.9 When can you use Shared Facilities?

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

42.10 How to apportion costs for Shared Facilities

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

42.11 Obligations of Members to pay for Shared Facilities

A Member must pay their proportion of the costs for Shared Facilities in accordance with Schedule 1 or in accordance with a determination made by the Committee in accordance with clause 42.10, if there is no provision in Schedule 1.

42.12 Easements

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

43 Changing and adding to Shared Facilities

43.1 Powers of the Committee

The Committee may, by subject to the Management Act, by Majority Resolution:

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

43.2 Obligations of Members

If you are a Member, you must agree to amend the Schedule 1 to reflect anything the Committee resolves to do under this clause 43.

44 Changing the costs for Shared Facilities

44.1 Powers of the Committee

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

- (a) the Committee resolves to deal with Shared Facilities under clause 43;
- (b) it more fairly divides costs for Shared Facilities;
- (c) Ashfield Central changes;
- (d) the Committee identifies new Shared Facilities;
- (e) the use of Shared Facilities changes;
- (f) Shared Facilities are repaired, modified or replaced; or
- (g) anything else happens which affects the costs or apportionment of costs for Shared Facilities.

44.2 Reason for exercising powers

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

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

44.3 Obligations of Members

If you are a Member, you must agree to amend the Shared Facilities in Schedule 1 to reflect anything the Committee resolves to do under this clause.

45 Using approved contractors

45.1 Overview

Many of the Shared Facilities in Ashfield Central 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.

45.2 Obligations of the Committee

The Committee must:

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

45.3 Approving contractors

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

45.4 Obligations of Members, Owners and Occupiers

You must use approved contractors for all work described in this clause 45.

46 Damage to Shared Facilities

You must:

- (a) obtain consent from the Committee to make alterations to Shared Facilities; and
- (b) obtain consent (from your Owners Corporation) to make alterations to a Shared Facility that forms part of Common Property in your Strata Scheme;
- (c) use Shared Facilities only for their intended purposes;
- (d) immediately notify the Committee if you know about damage to or a defect in a Shared Facility; and
- (e) compensate the Committee for any damage to Shared Facilities caused by you, your visitors or persons doing work in Ashfield Central on your behalf.

47 Car Park Access

47.1 Rights of the Committee

The Committee may install signs, traffic control devices and security control devices (including boomgates and roller shutters) in the Car Park.

47.2 Obligations of the Committee

If security control devices (e.g. boomgates or roller shutters) installed in the means of access to car parking facilities affect access by a Member, Owner or Occupier to their Stratum Lot or Strata Lot (or Shared Facilities which they are entitled to use in accordance with this management statement), then the Committee must provide a Security Key to each Member, Owner and Occupier to access their component of Ashfield Central at all times. The Committee must keep an up-to date register of the persons holding Security Keys.

47.3 Charging fees for Security Keys

The Committee may charge a fee as bond if a Member, Owner or Occupier requests additional or replacement Security Keys.

47.4 Your rights and obligations

You must:

- (a) take all reasonable steps not to lose Security Keys;
- (b) return Security Keys to the Committee if you do not need them;
- (c) notify the Committee immediately if you lose a Security Key; and
- (d) comply with the reasonable instructions of the Committee about Security Keys and, in particular, about re-coding and returning Security Keys.

47.5 Some prohibitions

You must not copy a Security Key or give a Security Key to someone who is not a Member, an Owner or an Occupier.

47.6 Who owns Security Keys?

Security Keys belong to the Committee.

47.7 Managing the Security Key system

The Committee has the power to:

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

48 Residential visitors' car parking

48.1 Use of residential visitors' car parking

- (a) Parking for visitors to the Residential Component is situated on level 5 of the Shopping Centre car park.
- (b) Owners and Occupiers of Strata Lots in the Residential Component must take all reasonable steps to ensure that visitors making use of that car parking facility:
 - (i) park only within marked parking spaces;
 - (ii) do not park in or obstruct driveways or pedestrian access ways;
 - (iii) park for only as long as is reasonably necessary for their visit to premises in the Residential Component.

49 Garbage storage and removal in Residential Component and Retail Component

49.1 Garbage Facilities

The Residential Component and the Retail Component have separate garbage rooms for each component situated within the Residential Component.

49.2 Obligations of Owners and Occupiers of Strata Lots in the Residential Component and Retail Component

- (a) Owners and Occupiers of Strata Lots in the Residential Component and Retail Component must comply with the by-laws of their respective Strata Schemes and any Easements applying to the garbage rooms.
- (b) The Residential Owners Corporation and the Retail Owners Corporation must comply with the requirements of the Committee and Government Agencies about the storage and removal from Ashfield Central of garbage and recyclable materials (and, in particular, any putrescibles).

50 Provision of Services

50.1 What are the powers of the Committee?

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

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

50.2 When can the Committee supply Services

The Committee has the power to supply Services in addition to those in clause 50.1 to Members, Owners or Occupiers if:

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

50.3 Power to enter into contracts

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

50.4 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 in accordance with this management statement only in the following circumstances:

- (a) if doing so does not interfere with the provision of that Service to other Members, Owners or Occupiers who has paid the Committee for the Service; or

- (b) reasonable notice has not been given to the Member, Owner or Occupier whose Service is being disconnected.

50.5 Matters the Committee must take into account

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

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

Part 7 Miscellaneous

51 Disputes

51.1 Interpretation

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

51.2 Resolution of Disputes

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

51.3 Dealing with Disputes in accordance with this clause

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

51.4 Dispute Notice

A party may give another party a Dispute Notice if they are unable to resolve their Dispute under clause 51.2. In the Dispute Notice the party must:

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

51.5 Negotiation

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

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

51.6 Referring a Dispute to expert determination

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

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

51.7 Appointing an expert

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

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

51.8 Instructions to the expert

The parties must instruct the expert to:

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

51.9 Conducting expert determination

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

51.10 Expert determination

The expert:

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

51.11 Binding effect

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

51.12 Negotiation or expert determination about Shared Facility costs

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

51.13 Costs

The parties to the Dispute must

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

52 Notices

52.1 Methods of serving notices

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

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

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

52.2 When does a notice take effect?

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

52.3 Receipt – post

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

52.4 Receipt – fax

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

52.5 Form of notices

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

52.6 Receipt – general

Despite clause 52.3 and 52.4, if a notice is received after 5.00 pm at the place of receipt or on a non-Business Day, it is taken to be received at 9.00 am on the next Business Day at that place.

53 GST

53.1 Amounts are exclusive of GST

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

53.2 Obligation to pay GST

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

53.3 Differences in amounts

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

53.4 Reimbursement

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

54 General

54.1 Discretion in exercising rights

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

54.2 Partial exercise of rights

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

54.3 Approvals and consents

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

54.4 Conflict of interest

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

54.5 Remedies cumulative

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

54.6 Severability

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

Part 8 Works and further subdivisions

55 Carrying out Works

55.1 Obligations before you carry out Works

Before you carry out Works in Ashfield Central, you must obtain all necessary consents:

- (a) subject to clause 55.3, from the Committee;
- (b) your Owners Corporation; and
- (c) from Government Agencies.

55.2 When to apply for government authority approval

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

55.3 Exclusions

You are not required to obtain consent from the Committee to carry out Works in Ashfield Central:

- (a) which are:
 - (i) required to be carried out in accordance with an order by a Government Agency or proper authority (including Court orders), or
 - (ii) development approval Works which were approved by the relevant consent authority before the date of registration of this management statement,provided you give the Committee at least five Business Days' notice of the date you will be carrying out the Works and provide the Committee with any details reasonably required by the Committee about the Works or other works; or
- (b) if clause 61 applies.

56 Application process

56.1 Making an application

The Committee may, either generally or in specific cases, specify the plans, drawings and other documents which an applicant must submit with their application under this Part 8 (except clause 61) of the management statement.

56.2 What information must you include in your application?

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

- (a) be in writing;
- (b) be addressed to the Secretary of the Committee (or the strata manager of your Owners Corporation depending on who may give consent to the application);
- (c) include the plans, drawings and other documents specified by the Committee in accordance with this Part 8 for the type of Works for which you are seeking approval;

- (d) include the descriptions and samples of exterior materials and colours and external light fittings if they are available;
- (e) include a report setting out the impact of the Works on Shared Facilities, including how the Member proposes to minimise interruption to the Shared Facilities; and
- (f) include a report from a suitably qualified engineer setting out the effect of the Works on the structural integrity of Ashfield Central.

56.3 Minimum requirements for Works

The Works must not:

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

56.4 Additional information

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

56.5 Discretion

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

56.6 Time frame for making a decision

Subject to this clause 56, the Committee must review and make a decision about an application within 20 Business Days after receiving the application (or another period agreed between the parties).

56.7 Notifying the applicant of a decision

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

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

57 Approval process

57.1 Standing Approvals by the Committee

The Committee has the power to make Standing Approvals to approve Works or actions under this Part 8 (except for works under clause 61).

57.2 Conditional approvals

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

- (a) a reasonable time frame in which the Works must be completed;
- (b) the hours and days during which the Works must be carried out; and
- (c) the methods of accessing Ashfield Central to carry out the Works.

57.3 Revoking an approval

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

57.4 Additional obligations for an Owners Corporation

An Owners Corporation must promptly:

- (a) advise the Committee in writing when it grants consent to an Owner or Occupier to carry out Works under its by-laws or this Part 8; and
- (b) provide the Committee with a copy of the application by the Owner or Occupier to carry out Works and consent given by the Owners Corporation.

58 Procedures for carrying out Works

58.1 Procedures before you carry out Works

Before you carry out Works under this Part 8 (except for works under clause 61), you must:

- (a) obtain all necessary consents required from Government Agencies;
- (b) arrange with the Committee and, where applicable, your Owners Corporation, a suitable time and means by which to access the area in which you will carry out the Works;
- (c) comply with the reasonable requirements of the Committee and your Owners Corporation about the time and means by which you must access Ashfield Central to carry out the Works; and
- (d) ensure that contractors and any other persons involved in carrying out the Works comply with the reasonable requirements of the Committee about the times and means by which they must access Ashfield Central to carry out the Works.

58.2 Procedures when you carry out Works

When you carry out Works under this Part 8, you must:

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

59 Giving approval to subdivisions

59.1 Subdivisions which create Stratum Lots

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

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

59.2 Subdivisions which create Strata Schemes

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

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

59.3 Deemed consent

In the event that your consent is required by the Owner of a Stratum Lot under this clause 59, then you must provide that consent within 28 days of the request by the Owner of the Stratum Lot otherwise you will have deemed to have consented to the subdivision.

59.4 Endorsement of consent

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

59.5 Paying costs

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

59.6 Exclusions

Clauses 59.1 to 59.5 do not apply if the Shopping Centre Component is subdivided by stratum plan to create the Serviced Apartments Component. The Owners of the other components are deemed to have consented to that subdivision.

60 Contributions if a Subdivision Plan is registered**60.1 Subdivision of Shopping Centre Component to create Serviced Apartments Component**

- (a) Clauses 60.2 and 60.3 do not apply to the stratum subdivision of the Shopping Centre Component to create the Serviced Apartments Component.
- (b) On registration of the Subdivision Plan to create the Serviced Apartments Component, Part B of Schedule 1 applies to determine the contributions to be paid to the Administrative Fund and Sinking Fund.

60.2 Contributions

If a Stratum Lot (or part of a Stratum Lot) is subdivided by a Subdivision Plan, the proportion of Administrative Fund and Sinking Fund contributions which the new Member must contribute is equal to the amount which the Owner of the subdivided lot must contribute in accordance with the Shared Facilities list as determined in accordance with clause 42 and as amended following the operation of clause 60.3.

60.3 Procedure for assessing contributions if a Subdivision Plan is registered

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

- (a) the Member which has subdivided the relevant Stratum Lot or part of a Stratum Lot (**Subdividing Member**) must, within 14 days after registration of the Subdivision Plan, notify the Committee of the share each new Member will contribute towards the Administrative Fund and Sinking Fund;
- (b) if the Subdividing Member does not provide notice within 14 days, the Committee must give the Subdividing Member notice of the share each new Member (and the Subdividing Member (if applicable)) should, in the opinion of the Committee acting reasonably, contribute to towards the Administrative Fund and Sinking Fund; and
- (c) if the Subdividing Member does not notify the Committee of a different share within seven days after receiving the notice under clause 60.3(b), the shares recommended by the Committee will apply.

61 Construction Period**61.1 Development Works**

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

- (b) During the Construction Period, the Developer has the right to access Ashfield Central (including Shared Facilities) which the Developer reasonably requires to access for the purpose of:
 - (i) connecting, installing, extending, augmenting, maintaining or accessing any of the existing Shared Facilities;
 - (ii) connecting, installing, extending, augmenting, maintaining or accessing any future Shared Facilities; and/or
 - (iii) carrying the Development Works.
- (c) The Developer must repair any damage caused to the Shared Facilities or other parts of the Building as a result of the Developer exercising the Developer's rights under clause 61.1.
- (d) The Owners and Occupiers must not interfere or delay the Developer in the Developer carrying out the Development Works.

Part 9 Dictionary

62 Definitions

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

Administrative Fund means the fund established by the Committee in accordance with clause 33 to pay for the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Sinking Fund costs.

Apartment means a Lot in the Residential Strata Component.

Appointment Form means a form in or to the effect of the form in Schedule 2 to appoint Representatives and Substitute Representatives.

Ashfield Central means the land and buildings comprised in the Shopping Centre Component, the Residential Strata Component, the Retail Strata Component and, if applicable, the Serviced Apartments Component.

Budget means a budget for the Administrative Fund or the Sinking Fund prepared by the Committee in accordance with clause 36.

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

Chairperson means the chairperson of the Committee.

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

Common Property has the meaning given in the Management Act.

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

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

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

Determination Notice means a written notice given by a party in accordance with clause 51.6.

Developer means Abacus Group Holdings Limited ACN 080 604 619 and its successors, assigns, employees, agents and contractors.

Development Act means the *Strata Schemes (Freehold Development) Act 1973* (NSW);

Development Consent means the notice of determination issued by the South East Joint Regional Planning Panel in respect of development application 10.2013.114.1 as varied from time to time.

Development Works means:

- (a) any form of demolition works, excavation work or landscaping work on Ashfield Central, including in relation to the Building;

- (b) any form of building work or work ancillary to or associated with building work on the Ashfield Central including, without limitation, the installation of Services;
- (c) the staging of construction or strata registration;
- (d) the addition, amendment or deletion of lots, car spaces, offices, retail shops, warehouse units, storage areas or any other area;
- (e) the use and/or operation and/or fitout of any part of the Ashfield Central; and/or
- (f) any form of work other than the forms of work referred to in paragraph (a) and (b) of this definition which is considered necessary or desirable by the Developer;

and as otherwise in accordance with the Development Consent.

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

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

Dispute Notice means a written notice of a Dispute given by a party to a Dispute in accordance with clause 51.4.

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

Emergency Meeting means a Meeting convened in an emergency in accordance with Part 4 of this management statement.

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

Financial Year means the financial year of the Committee determined in accordance with clause 34.

Fire Safety Device means any item in Ashfield Central which:

- (a) monitors the incidence of smoke, heat or fire;
- (b) signals warnings of smoke, heat or fire;
- (c) provides lighting or directional signals in the case of smoke, heat or fire;
- (d) controls access in to and out of Ashfield Central in an emergency (e.g. fire stairs);
- (e) notifies the Fire Brigade (and any other emergency agency) of smoke, heat, fire or an emergency in Ashfield Central;
- (f) retards the spread of smoke, heat or fire through Ashfield Central;
- (g) extinguishes fires in Ashfield Central (e.g. hose reels and fire extinguishers); or
- (h) complies with statutory controls for fire safety.

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

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

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

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

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

Management Act means the *Strata Schemes Management Act 1996* (NSW).

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

Member means:

- (a) until registration of a Subdivision Plan to create the Serviced Apartments Component, the Shopping Centre Owner, Residential Owners Corporation and Retail Owners Corporation;
- (b) after registration of the Subdivision Plan to create the Serviced Apartments Component, the Shopping Centre Owner, Residential Owners Corporation, Retail Owners Corporation and Serviced Apartments Owner; and
- (c) if a Stratum Lot (or part of a Stratum Lot) is subdivided by a Subdivision Plan, the Members will be the new stratum lot owner or the owners corporation (if subdivided by a Strata Plan to create a Strata Scheme).

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

- (a) all of their Administrative Fund and Sinking Fund contributions up to date; and
- (b) all other money they owe the Committee under this management statement, which are due and payable before the Meeting or Emergency Meeting commences.

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

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

Officer means the Secretary, Treasurer or Chairperson.

Outstanding Levy Certificate means a certificate provided by the Committee in accordance with clause 22.

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

Owners Corporation means the owners corporation for a Strata Scheme in Ashfield Central.

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

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

Residential Component means the Strata Scheme created on registration of the Strata Plan registered with this management statement.

Residential Owners Corporation means the owners corporation constituted on registration of the Strata Plan registered with this management statement.

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

Retail Component means lot 103 in the Stratum Plan.

Retail Owners Corporation means the owners corporation constituted on registration of the Strata Plan registered with respect to the Retail Component.

Rules means rules made by the Committee in accordance with clause 4.5 about the management, operation, maintenance and control of Ashfield Central and Shared Facilities.

Secretary means the secretary of the Committee.

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

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

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

Serviced Apartments Component means the stratum lot created on registration of a Subdivision Plan subdividing the Shopping Centre Component in stratum.

Serviced Apartments Owner means the Owner of the Serviced Apartments Component.

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

Shared Facilities means:

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

Shopping Centre Component means lot 100 in the Stratum Plan or, if that lot is further subdivided by Subdivision Plan, the resulting stratum lot comprising the shopping centre.

Shopping Centre Owner means the Owner of the Shopping Centre Component.

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

Standing Approval means approvals granted by the Committee or an Owners Corporation in accordance with clause 57.1.

Strata Lot means a lot in a Strata Scheme.

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

Strata Plan means a strata plan registered in accordance with the Development Act.

Strata Scheme means a strata scheme created in accordance with the Development Act.

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

Stratum Plan means deposited plan [].

Subdivision Plan means:

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

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

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

Treasurer means the Treasurer of the Committee.

Works means:

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

but does not include any works for the configuration, alteration or fitting out of retail shop premises or the common areas within the shopping mall part of the Shopping Centre Component.

You means a Member, Owner or Occupier.

63 Rules of interpretation

63.1 Interpreting this management statement

In this management statement a reference to:

- (a) a thing includes the whole or each part of it;
- (b) the singular includes the plural and vice versa;
- (c) a document includes any variation or replacement of it;
- (d) a day means the period starting at midnight and ending 24 hours later;
- (e) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and

- (f) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns.

63.2 Headings

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

63.3 Rights under this management statement

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

63.4 Severance

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

63.5 Conflict with laws and requirements

If the whole or part of this Part 9 conflicts with any law or a requirement of a Government Agency, it is of no effect to the extent of the conflict.

Execution Page

EXECUTED as a Deed on

2015

[Company]

EXECUTED by [insert] (ACN **[insert]**))
in accordance with section 127(1) of the)
Corporations Act 2001)
)

Signature of Director

Signature of Director / Company Secretary
(delete as applicable)

Name of Director
(Please print)

Name of Director / Company Secretary
(Please print)

[Company]

EXECUTED by [insert] (ACN **[insert]**))
in accordance with section 127(1) of the)
Corporations Act 2001)
)

Signature of Director

Signature of Director / Company Secretary
(delete as applicable)

Name of Director
(Please print)

Name of Director / Company Secretary
(Please print)

Schedule 1 Part A – Shared Facilities on registration

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Total
1.	Facilities Manager, Auditor & WHS		Appointed to assist the Committee to perform its functions.	All Members	Valuation	70%	28%	2%	100%
2.	Sinking Fund and Reports		Sinking Fund forecast to set Sinking Fund levies for the renewal and replacement of Shared Facilities	All Members	Valuation	70%	28%	2%	100%
3.	Building insurance and Public Liability Insurance		The costs associated with building replacement & public liability insurance premiums	All Members	Valuation	70%	28%	2%	100%
4.	Vehicular access	Vehicular access to Residential Strata	The inspection, cleaning, routine maintenance & repairs of this shared facility of hard stand surfaces, signage & protection devices.	Residential Strata and Retail Strata	Based on usage	0%	99%	1%	100%
5.	Residential Loading dock	Vehicular access to Residential Strata	Loading dock for Residential Strata and Retail Strata components	Residential Strata and Retail Strata	Based on usage	0%	99%	1%	100%
6.	Car park security roller shutter and boomgate	Vehicular entry to Residential Strata	Routine maintenance and repair of roller shutter, intercom system, security device & associated wiring.	Residential Strata and Retail Strata	Based on usage	0%	99%	1%	100%

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Total
			Excludes individual security key / cards for Owners or Occupiers.						
7.	Car park fire stairs, fire passageways, fire doors, external egress paths	Residential Strata	The inspection cleaning, routine maintenance (and replacement if required) & repairs of stairs, corridors, hard stand surfaces, walls and columns, associated services & signage.	Residential Strata and Retail Strata	Based on usage	0%	99%	1%	100%
8.	Car park louvres	Residential Strata	Inspection, cleaning, routine maintenance & repairs.	Residential Strata and Retail Strata	Based on usage	0%	99%	1%	100%
9.	Car park lighting – residential strata	Residential Strata	Regular inspection and testing, cleaning, routine maintenance & repairs and replacement as required.	Residential Strata and Retail Strata	Based on usage	0%	99%	1%	100%
10.	Residential garbage storage and removal	Residential Strata	Maintenance, repair, cleaning and operation of residential garbage storage & garbage removal.	Residential Strata	Based on usage	0%	100%	0%	100%
11.	Retail garbage storage and removal	Residential Strata	Maintenance, repair, cleaning and operation of retail garbage storage & garbage removal.	Retail Strata	Based on usage	0%	0%	100%	100%
12.	Retail toilets	Retail Strata	Regular inspections, cleaning, routine maintenance & repairs including lighting & water usage.	Retail Strata	Based on usage	0%	0%	100%	100%

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Total
13.	Building Management Office	Level 2 Residential Strata	Regular inspections, cleaning, routine maintenance & repairs including lighting & water usage.	Residential Strata and Retail Strata	Based on usage	0%	97%	3%	100%
14.	Liverpool Road entry doors and building signage	Residential Strata adjacent to Retail Strata (does not include doors, windows or signage of Retail Strata premises)	The cost to secure, open and close the doors, wiring, locking mechanisms, maintenance, repair, cleaning and replacement.	Residential Strata	Based on usage	0%	100%	0%	100%
15.	Level 2 pedestrian gate	Residential Strata	The cost to secure, open and close the gate, wiring, locking mechanisms, maintenance, repair, cleaning and replacement.	Residential Strata	Based on usage	0%	100%	0%	100%
16.	Mail/letter boxes	Retail Strata adjacent to Liverpool Road entry to Residential Strata	Replacement, maintenance, cleaning and repair.	Residential Strata and Retail Strata	Based on usage	0%	97%	3%	100%
17.	Landscaping	Level 2, Level 5 and Level 6 Shopping Centre carpark green screen. Rooftop garden on Residential Strata Component.	Water and electricity usage, landscaping, lighting, signage, furniture, water irrigation system & its upkeep, repair, routine maintenance, replacement and operation.	Residential Strata	Based on usage	0%	100%	0%	100%
18.	Courtyards Level 2	Level 2 Residential Strata	Inspection, cleaning, routine, maintenance and repairs to the courtyard, access way & hard stand surfaces including lighting and signage.	Residential Strata	Based on usage	0%	100%	0%	100%
19.	Courtyards Liverpool Road	Level 1 Retail Strata	Inspection, cleaning, routine, maintenance and repairs to the courtyard, access way & hard	Residential Strata and Retail Strata	Based on usage	0%	3%	97%	100%

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Total
			stand surfaces including lighting and signage.						
20.	Building facades, windows and roofs	Residential Strata and Retail Strata including Liverpool Road shopfronts	Regular inspection, cleaning, routine maintenance and repairs, plus replacement if required. Excludes windows to which access is available from a residential strata lot balcony	Residential Strata and Retail Strata	Based on usage	0%	99%	1%	100%
21.	Common area corridors, access stairs and walkways	Within Residential Strata	Regular inspection, cleaning, routine maintenance and repairs, plus replacement if required	Residential Strata and Retail Strata	Based on usage	0%	100%	0%	100%
22.	Residential lifts	Residential Strata	Routine maintenance and repair, replacement if required, annual certifications, electrical power to operate lifts	Residential Strata	Based on usage	0%	100%	0%	100%
23.	Pest control	Residential Strata and Retail Strata	Regular inspection for pest infestation, treatment for pests as necessary of all common areas including fire stairs, garbage disposal & storage rooms.	Residential Strata and Retail Strata	Based on usage	0%	97%	3%	100%
24.	Water services systems including meters, cold water pressure pumps and delivery system and	Supplying Residential Strata and Retail Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required	Residential Strata and Retail Strata	Based on usage	0%	97%	3%	100%

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Total
	water mains connections								
25.	Central gas fired hot water system.	Residential Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required	Residential Strata	Based on usage	0%	100%	0%	100%
26.	Onsite stormwater detention System	Residential Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required	Residential Strata and Retail Strata	Based on usage	0%	97%	3%	100%
27.	Sanitary plumbing and drainage system	Residential Strata and Retail Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required	Residential Strata and Retail Strata	Based on usage	0%	97%	3%	100%
28.	Rainwater plumbing system	Residential Strata and Retail Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required	Residential Strata and Retail Strata	Based on usage	0%	97%	3%	100%
29.	Gas supply infrastructure including main gas regulator and gas meter room	Residential Strata and Retail Strata Covers infrastructure to the point where services to individual premises are metered	Regular inspection, routine cleaning, maintenance, repairs and replacement if required	Residential Strata and Retail Strata	Based on usage	0%	97%	3%	100%
30.	Apartment gas supply system including piping reticulation	Residential Strata and Retail Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required	Residential Strata	Based on usage	0%	100%	0%	100%

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Total
	and meters								
31.	Retail gas supply system including piping reticulation and meters	Residential Strata and Retail Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required	Retail Strata	Based on usage	0%	0%	100%	100%
32.	Mechanical ventilation for Retail Strata including kitchen exhaust	Residential Strata and Retail Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required.	Retail Strata	Based on usage	0%	0%	100%	100%
33.	Mechanical ventilation for Residential Strata	Residential Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required	Residential Strata	Based on usage	0%	100%	0%	100%
34.	Chillers / compressors for Retail Strata and associated reticulation	Ground Floor Residential Strata	Provides chilled water to air conditioners in retail strata lots	Retail Strata	Based on usage	0%	0%	100%	100%
35.	Electrical Infrastructure: Residential Strata and Retail Strata	Residential Strata and Retail Strata Communications room, switch room including electrical meters & sub-meters located in the switch room, main switchboard,	Regular inspection, routine cleaning, maintenance, repairs and replacement if required	Residential Strata and Retail Strata	Based on usage	0%	97%	3%	100%

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Total
		mains, earthing, protection device, electrical cables, wires & ducts) up to the point of individual metering & or to shared facilities. Excludes the cost of electrical consumption. Excludes apartment switchboards and associated sub-circuit cabling.							
36.	Essential Services: Residential Strata and Retail Strata	Residential Strata and Retail Strata Fire alarm monitoring, fire control systems, lifts, gas mains and regulator, storm water pumps, sewerage pumps, electricity consumption, meters, cabinets	Regular inspection, routine cleaning, maintenance, repairs and replacement if required. Includes communications /telephony line rental and usage costs for fire alarm monitoring	Residential Strata and Retail Strata	Based on usage	0%	97%	3%	100%
37.	Telephone/communications MDF (building distributor, floor distributors, cabling, fire and lift alarms)	Residential Strata and Retail Strata	Maintenance, repair cleaning & operation for incoming telephone / communication system for the building up to MDF main frame.	Residential Strata and Retail Strata	Based on usage	0%	97%	3%	100%
38.	Security System — control panels, door stations, electric strikers and	Residential Strata and Retail Strata	Regular inspection, cleaning, routine, maintenance & repairs, plus replacement if required. Excludes costs	Residential Strata and Retail Strata	Based on usage	0%	97%	3%	100%

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Total
	locks, cabling, intercoms, cameras, security cards keys, monitoring equipment and computers, DVD player / recorder		associated with supply of individual access cards/keys to Owners or Occupiers.						
39.	MATV / PAY TV System (free to air antenna, PAY TV satellite dish, cabling to apartments). Excludes apartment splitters, cabling and outlets.	Residential Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required.	Residential Strata and Retail Strata	Based on usage	0%	97%	3%	100%
40.	Lighting – common areas	Residential Strata and Retail Strata	Electricity usage, routine maintenance, repair and replacement as necessary	Residential Strata and Retail Strata	Based on usage	0%	97%	3%	100%
41.	Power outlets – common areas	Residential Strata and Retail Strata	Electricity usage, routine maintenance, repair and replacement as necessary	Residential Strata and Retail Strata	Based on usage	0%	97%	3%	100%
42.	Emergency and Exit Lights - common areas. Excludes emergency and	Residential Strata and Retail Strata	Electricity usage, routine maintenance, repair and replacement as necessary	Residential Strata and Retail Strata	Based on usage	0%	97%	3%	100%

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Total
	exit lights in retail spaces.								
43.	Fire Control Systems including fire extinguishers, fire detection systems (common area smoke alarms, occupant warning system), fire alarm panel, car park fire doors, roller shutter.	Residential Strata and Retail Strata	Operation, routine maintenance, testing and repairs and replacement if necessary, preparing and lodging annual fire services schedule.	Residential Strata and Retail Strata	Based on usage	0%	97%	3%	100%
44.	Fire Hydrant System including water mains connection, fire hydrant booster valve and suction assembly, fire hydrant diesel pump, fire hydrant piping reticulation, fire hydrant landing and control	Residential Strata and Retail Strata	Operation, routine maintenance, testing and repairs and replacement if necessary, the issuing of the annual fire services schedule	Residential Strata and Retail Strata	Based on usage	0%	99%	1%	100%

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Total
	valves and booster valve room.								
45.	Fire Hose Reel System including piping reticulation system to all hose reels	Residential Strata and Retail Strata	Operation, routine maintenance, testing and repairs and replacement if necessary, the issuing of the annual fire services schedule	Residential Strata and Retail Strata	Based on usage	0%	99%	1%	100%
46.	Retail Entry Doors and Signage.	Retail Strata	The cost to secure, open and close the shop fronts, wiring, locking mechanisms, maintenance, repair, cleaning and replacement.	Retail Strata	Based on usage	0%	0%	100%	100%
47.	Grease Traps, Arrester (including drainage and piping system) and Pump Out System	Residential Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required.	Retail Strata	Based on usage	0%	0%	100%	100%
48.	Air Conditioning for Retail Strata	Residential Strata and Retail Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required.	Retail Strata	Based on usage	0%	0%	100%	100%
49.	Hot water for Retail Strata	Retail Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required.	Retail Strata	Based on usage	0%	0%	100%	100%
50.	Cleaner's	Residential Strata	Regular inspection, routine cleaning, maintenance,	Residential	Based on	0%	100%	0%	100%

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Total
	storeroom		repairs	Strata	usage				
51.	Car park lighting – access way from Holden Street, ramps and parking areas on shopping centre levels 5 and 6	Shopping Centre	Regular inspection and testing, cleaning, routine maintenance & repairs and replacement as required.	All Members	Based on usage	96%	4%	0%	100%
52.	Emergency and Exit Lights – shopping centre car park and access ways	Shopping Centre	Electricity usage, routine maintenance, repair and replacement as necessary	All Members	Based on usage	96%	4%	0%	100%
53.	Fire Control Systems – shopping centre car park and access ways	Shopping Centre	Operation, routine maintenance, testing and repairs and replacement if necessary, preparing and lodging annual fire services schedule.	All Members	Based on usage	96%	4%	0%	100%
54.	Fire Hydrant System servicing car park and access ways	Shopping Centre	Operation, routine maintenance, testing and repairs and replacement if necessary, the issuing of the annual fire services schedule	All Members	Based on usage	96%	4%	0%	100%
55.	Fire Hose Reel System – shopping centre	Shopping Centre	Operation, routine maintenance, testing and	All Members	Based on usage	96%	4%	0%	100%

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Total
	car park and access ways		repairs and replacement if necessary, the issuing of the annual fire services schedule						
56.	Access ways from Holden Street to car parks forming part of or servicing Residential Strata or Retail Strata	Shopping Centre	Regular inspection, routine cleaning, maintenance and repairs of trafficable surface, lane marking, traffic signs and signals.	All Members	Based on usage	96%	3.5%	0.5%	100%
57.	Green screen framework and plants making up the green screen	Attached to the Shopping Centre Car Park	Framework and plants providing a visual screen between the Shopping Centre car park and residential units in the Residential Strata	Residential Strata	Based on usage	0%	100%	0%	100%

Part B – Shared Facilities after creation of Serviced Apartments Lot

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Serviced Apartments	Total
1.	Facilities Manager, Auditor & WHS		Appointed to assist the Committee to perform its functions.	All Members	Valuation	70%	28%	2%		
2.	Sinking Fund and Reports		Sinking Fund forecast to set Sinking Fund levies for the renewal and replacement of Shared Facilities	All Members	Valuation	70%	28%	2%		
3.	Building insurance and Public Liability Insurance		The costs associated with building replacement & public liability insurance premiums	All Members	Valuation	70%	28%	2%		
4.	Vehicular access	Vehicular access to Residential Strata	The inspection, cleaning, routine maintenance & repairs of this shared facility of hard stand surfaces, signage & protection devices.	Residential Strata and Retail Strata	Based on usage	0%	99%	1%		
5.	Residential Loading dock	Vehicular access to Residential Strata	Loading dock for Residential Strata and Retail Strata components	Residential Strata and Retail Strata	Based on usage	0%	99%	1%		
6.	Car park security	Vehicular entry to Residential Strata	Routine maintenance and repair of roller shutter, intercom system, security	Residential Strata and	Based on usage	0%	99%	1%		100%

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Serviced Apartments	Total
	roller shutter and boomgate		device & associated wiring. Excludes individual security key / cards for Owners or Occupiers.	Retail Strata						
7.	Car park fire stairs, fire passageways, fire doors, external egress paths	Residential Strata	The inspection cleaning, routine maintenance (and replacement if required) & repairs of stairs, corridors, hard stand surfaces, walls and columns, associated services & signage.	Residential Strata and Retail Strata	Based on usage	0%	99%	1%		
8.	Car park louvres	Residential Strata	Inspection, cleaning, routine maintenance & repairs.	Residential Strata and Retail Strata	Based on usage	0%	99%	1%		100%
9.	Car park lighting – residential strata	Residential Strata	Regular inspection and testing, cleaning, routine maintenance & repairs and replacement as required.	Residential Strata and Retail Strata	Based on usage	0%	99%	1%		100%
10.	Residential garbage storage and removal	Residential Strata	Maintenance, repair, cleaning and operation of residential garbage storage & garbage removal.	Residential Strata	Based on usage	0%	100%	0%		100%
11.	Retail garbage storage and removal	Residential Strata	Maintenance, repair, cleaning and operation of retail garbage storage & garbage removal.	Retail Strata	Based on usage	0%	0%	100%		100%

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Serviced Apartments	Total
12.	Retail toilets	Retail Strata	Regular inspections, cleaning, routine maintenance & repairs including lighting & water usage.	Retail Strata	Based on usage	0%	0%	100%		100%
13.	Building Management Office	Level 2 Residential Strata	Regular inspections, cleaning, routine maintenance & repairs including lighting & water usage.	Residential Strata and Retail Strata	Based on usage	0%	97%	3%		100%
14.	Liverpool Road entry doors and building signage	Residential Strata adjacent to Retail Strata (does not include doors, windows or signage of Retail Strata premises)	The cost to secure, open and close the doors, wiring, locking mechanisms, maintenance, repair, cleaning and replacement.	Residential Strata	Based on usage	0%	100%	0%		100%
15.	Level 2 pedestrian gate	Residential Strata	The cost to secure, open and close the gate, wiring, locking mechanisms, maintenance, repair, cleaning and replacement.	Residential Strata	Based on usage	0%	100%	0%		100%
16.	Mail/letter boxes	Retail Strata adjacent to Liverpool Road entry to Residential Strata	Replacement, maintenance, cleaning and repair.	Residential Strata and Retail Strata	Based on usage	0%	97%	3%		100%
17.	Landscaping	Level 2, Level 5 and Level 6 Shopping Centre carpark green screen. Rooftop garden on Residential Strata Component.	Water and electricity usage, landscaping, lighting, signage, furniture, water irrigation system & its upkeep, repair, routine maintenance, replacement and operation.	Residential Strata	Based on usage	0%	100%	0%		100%
18.	Courtyards	Level 2 Residential Strata	Inspection, cleaning, routine, maintenance and repairs to	Residential Strata	Based on usage	0%	100%	0%		100%

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Serviced Apartments	Total
	Level 2		the courtyard, access way & hard stand surfaces including lighting and signage.							
19.	Courtyards Liverpool Road	Level 1 Retail Strata	Inspection, cleaning, routine, maintenance and repairs to the courtyard, access way & hard stand surfaces including lighting and signage.	Residential Strata and Retail Strata	Based on usage	0%	3%	97%		
20.	Building facades, windows and roofs	Residential Strata and Retail Strata including Liverpool Road shopfronts	Regular inspection, cleaning, routine maintenance and repairs, plus replacement if required. Excludes windows to which access is available from a residential strata lot balcony	Residential Strata and Retail Strata	Based on usage	0%	99%	1%		100%
21.	Common area corridors, access stairs and walkways	Within Residential Strata	Regular inspection, cleaning, routine maintenance and repairs, plus replacement if required	Residential Strata and Retail Strata	Based on usage	0%	100%	0%		
22.	Residential lifts	Residential Strata	Routine maintenance and repair, replacement if required, annual certifications, electrical power to operate lifts	Residential Strata	Based on usage	0%	100%	0%		100%
23.	Pest control	Residential Strata and Retail Strata	Regular inspection for pest infestation, treatment for pests as necessary of all common areas including fire stairs, garbage	Residential Strata and Retail Strata	Based on usage	0%	97%	3%		100%

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Serviced Apartments	Total
			disposal & storage rooms.							
24.	Water services systems including meters, cold water pressure pumps and delivery system and water mains connections	Supplying Residential Strata and Retail Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required	Residential Strata and Retail Strata	Based on usage	0%	97%	3%		100%
25.	Central gas fired hot water system.	Residential Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required	Residential Strata	Based on usage	0%	100%	0%		
26.	Onsite stormwater detention System		Regular inspection, routine cleaning, maintenance, repairs and replacement if required	Residential Strata and Retail Strata	Based on usage	0%	97%	3%		100%
27.	Sanitary plumbing and drainage system	Residential Strata and Retail Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required	Residential Strata and Retail Strata	Based on usage	0%	97%	3%		100%
28.	Rainwater plumbing system	Residential Strata and Retail Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if	Residential Strata and Retail Strata	Based on usage	0%	97%	3%		100%

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Serviced Apartments	Total
			required							
29.	Gas supply infrastructure including main gas regulator and gas meter room	Residential Strata and Retail Strata Covers infrastructure to the point where services to individual premises are metered	Regular inspection, routine cleaning, maintenance, repairs and replacement if required	Residential Strata and Retail Strata	Based on usage	0%	97%	3%		100%
30.	Apartment gas supply system including piping reticulation and meters	Residential Strata and Retail Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required	Residential Strata	Based on usage	0%	100%	0%		100%
31.	Retail gas supply system including piping reticulation and meters	Residential Strata and Retail Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required	Retail Strata	Based on usage	0%	0%	100%		100%
32.	Mechanical ventilation for Retail Strata including kitchen exhaust	Residential Strata and Retail Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required.	Retail Strata	Based on usage	0%	0%	100%		100%
33.	Mechanical	Residential Strata	Regular inspection,	Residential	Based on	0%	100%	0%		100%

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Serviced Apartments	Total
	ventilation for Residential Strata		routine cleaning, maintenance, repairs and replacement if required	Strata	usage					
34.	Chillers / compressors for Retail Strata and associated reticulation	Ground Floor Residential Strata	Provides chilled air to air conditioners in retail strata lots	Retail Strata	Based on usage	0%	0%	100%	0%	100%
35.	Electrical Infrastructure: Residential Strata and Retail Strata	Residential Strata and Retail Strata Communications room, switch room including electrical meters & sub-meters located in the switch room, main switchboard, mains, earthing, protection device, electrical cables, wires & ducts) up to the point of individual metering & or to shared facilities. Excludes the cost of electrical consumption. Excludes apartment switchboards and associated sub-circuit cabling.	Regular inspection, routine cleaning, maintenance, repairs and replacement if required	Residential Strata and Retail Strata	Based on usage	0%	97%	3%		100%
36.	Essential Services:	Residential Strata and Retail Strata Fire alarm monitoring,	Regular inspection, routine cleaning, maintenance, repairs	Residential Strata and Retail	Based on usage	0%	97%	3%		100%

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Serviced Apartments	Total
	Residential Strata and Retail Strata	fire control systems, lifts, gas mains and regulator, storm water pumps, sewerage pumps, electricity consumption, meters, cabinets	and replacement if required. Includes communications /telephony line rental and usage costs for fire alarm monitoring	Strata						
37.	Telephone/communications MDF (building distributor, floor distributors, cabling, fire and lift alarms)	Residential Strata and Retail Strata	Maintenance, repair cleaning & operation for incoming telephone / communication system for the building up to MDF main frame.	Residential Strata and Retail Strata	Based on usage	0%	97%	3%		100%
38.	Security System — control panels, door stations, electric strikers and locks, cabling, intercoms, cameras, security cards keys, monitoring equipment and computers, DVD player / recorder	Residential Strata and Retail Strata	Regular inspection, cleaning, routine, maintenance & repairs, plus replacement if required. Excludes costs associated with supply of individual access cards/keys to Owners or Occupiers.	Residential Strata and Retail Strata	Based on usage	0%	97%	3%		100%

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Serviced Apartments	Total
39.	MATV / PAY TV System (free to air antenna, PAY TV satellite dish, cabling to apartments). Excludes apartment splitters, cabling and outlets.	Residential Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required.	Residential Strata and Retail Strata	Based on usage	0%	97%	3%		100%
40.	Lighting – common areas	Residential Strata and Retail Strata	Electricity usage, routine maintenance, repair and replacement as necessary	Residential Strata and Retail Strata	Based on usage	0%	97%	3%		100%
41.	Power outlets – common areas	Residential Strata and Retail Strata	Electricity usage, routine maintenance, repair and replacement as necessary	Residential Strata and Retail Strata	Based on usage	0%	97%	3%		100%
42.	Emergency and Exit Lights - common areas. Excludes emergency and exit lights in retail spaces.	Residential Strata and Retail Strata	Electricity usage, routine maintenance, repair and replacement as necessary	Residential Strata and Retail Strata	Based on usage	0%	97%	3%		100%
43.	Fire Control Systems	Residential Strata and Retail Strata	Operation, routine maintenance, testing and	Residential Strata and	Based on usage	0%	97%	3%		100%

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Serviced Apartments	Total
	including fire extinguishers, fire detection systems (common area smoke alarms, occupant warning system), fire alarm panel, car park fire doors, roller shutter.		repairs and replacement if necessary, preparing and lodging annual fire services schedule.	Retail Strata						
44.	Fire Hydrant System including water mains connection, fire hydrant booster valve and suction assembly, fire hydrant diesel pump, fire hydrant piping reticulation, fire hydrant landing and control valves and booster valve room.	Residential Strata and Retail Strata	Operation, routine maintenance, testing and repairs and replacement if necessary, the issuing of the annual fire services schedule	Residential Strata and Retail Strata	Based on usage	0%	99%	1%		100%

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Serviced Apartments	Total
45.	Fire Hose Reel System including piping reticulation system to all hose reels	Residential Strata and Retail Strata	Operation, routine maintenance, testing and repairs and replacement if necessary, the issuing of the annual fire services schedule	Residential Strata and Retail Strata	Based on usage	0%	99%	1%		100%
46.	Retail Entry Doors and Signage.	Retail Strata	The cost to secure, open and close the shop fronts, wiring, locking mechanisms, maintenance, repair, cleaning and replacement.	Retail Strata	Based on usage	0%	0%	100%		100%
47.	Grease Traps, Arrester (including drainage and piping system) and Pump Out System	Residential Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required.	Retail Strata	Based on usage	0%	0%	100%		100%
48.	Air Conditioning for Retail Strata	Residential Strata and Retail Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required.	Retail Strata	Based on usage	0%	0%	100%		100%
49.	Hot water for Retail Strata	Retail Strata	Regular inspection, routine cleaning, maintenance, repairs and replacement if required.	Retail Strata	Based on usage	0%	0%	100%		100%
50.	Cleaner's	Residential Strata	Regular inspection, routine cleaning,	Residential	Based on	0%	100%	0%		100%

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Serviced Apartments	Total
	storeroom		maintenance, repairs	Strata	usage					
51.	Car park lighting – access way from Holden Street, ramps and parking areas on shopping centre levels 5 and 6	Shopping Centre	Regular inspection and testing, cleaning, routine maintenance & repairs and replacement as required.	All Members	Based on usage	96%	4%	0%		
52.	Emergency and Exit Lights – shopping centre car park and access ways	Shopping Centre	Electricity usage, routine maintenance, repair and replacement as necessary	All Members	Based on usage	96%	4%	0%		
53.	Fire Control Systems – shopping centre car park and access ways	Shopping Centre	Operation, routine maintenance, testing and repairs and replacement if necessary, preparing and lodging annual fire services schedule.	All Members	Based on usage	96%	4%	0%		
54.	Fire Hydrant System servicing car park and access ways	Shopping Centre	Operation, routine maintenance, testing and repairs and replacement if necessary, the issuing of the annual fire services schedule	All Members	Based on usage	96%	4%	0%		

No.	Item / Category	Location / Description	Description / purpose	Used by	Method of Breakdown	Shopping Centre	Residential Strata	Retail Strata	Serviced Apartments	Total
55.	Fire Hose Reel System – shopping centre car park and access ways	Shopping Centre	Operation, routine maintenance, testing and repairs and replacement if necessary, the issuing of the annual fire services schedule	All Members	Based on usage	96%	4%	0%		100%
56.	Access ways from Holden Street to car parks forming part of or servicing Residential Strata, Retail Strata or Serviced Apartments	Shopping Centre	Regular inspection, routine cleaning, maintenance and repairs of trafficable surface, lane marking, traffic signs and signals.	All Members	Based on usage	96%	3.5%	0.5%		
57.	Green screen framework and plants making up the green screen	Attached to the Shopping Centre Car Park	Framework and plants providing a visual screen between the Shopping Centre car park and residential units in the Residential Strata	Residential Strata	Based on usage	0%	100%	0%	0%	100%

Schedule 2 Appointment Form

Ashfield Central

Appointment Form

This form is for use by Members of the Committee who wish to appoint a new or replacement Representative or Substitute Representative. See clause 16 in the management statement for more information.

Date	
Your name	
Strata Scheme	

Part A

Appointment of a new Representative

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

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

Part B

Appointment of a replacement Representative

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

Name of current Representative	
Name of new Representative	
Address of new Representative	

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

Part C

Appointment of a new Substitute Representative

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

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

Part D

Appointment of a replacement Substitute Representative

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

Name of current substitute Representative	
Name of new Substitute Representative	

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

Signature or execution by Member

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

Notes:

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

Schedule 3 Membership Form

Ashfield Central

Membership Form

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

Date	
Your name	
Lot owned	

Part A: New Member

Complete this part if you have purchased a Stratum Lot or are a new Owners Corporation

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

Part B: New tenant or licensee

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

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

Part C: Change of address details

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

New address for service	
New contact person	
New telephone number	
New facsimile number	
New email address	

Signature or execution by Member

Schedule 4 Proxy Form

Ashfield Central

Proxy Form

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

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

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

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

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

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

Signature of proxy

Notes

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