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- (b) 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).

## 18.2 Subsequent financial years

Subsequent financial years:

- (a) commence at the expiration of the previous financial year and
- (b) end on the date resolved by the Committee (which must not be more than 18 months after the expiration of the last financial year).

## 19. Budgets

- (a) The Committee must prepare an Administrative Fund budget and a Capital Works Fund budget for each financial year.
- (b) A budget must show:
- (i) how much money the Committee will need during the financial year for its Administrative Fund and Capital Works Fund
  - (ii) income the Committee knows it will receive in the financial year and
  - (iii) the proportion and the amount which each Member must contribute to each Shared Facility for the financial year.
- (c) The Committee must budget enough money to comply with its obligations under this Management Statement, the Management Act and the Development Act.


## 20. Determining contributions

### 20.1 General

- (a) The Committee must levy Members the contributions it will need for its Administrative Fund and Capital Works Fund for each financial year.
- (b) The proportion of Administrative Fund and Capital Works Fund contributions payable by each Member is to be in accordance with the aggregate proportions set out in Schedule 1.

### 20.2 Determining contributions

- (a) When the Committee determines Administrative Fund and Capital Works Fund contributions, it must determine:
- (i) whether the contributions are payable in a lump sum or by instalments, and
  - (ii) the dates on which the contributions (e.g. monthly or quarterly) are payable.

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- (b) The amount of contributions:
- (i) for the Administrative Fund, must be the amount determined by the Committee in the budget for the Administrative Fund under clause 19 and
  - (ii) for the Capital Works Fund, must be the amount determined by the Committee in the budget for the Capital Works Fund under clause 19.

#### 20.3 Insufficient funds


- (a) Subject to clause 20.4 about determining contributions at an Emergency Meeting, the Committee must determine:
- (i) additional contributions to the Administrative Fund if it cannot (or will not be able to) pay its Administrative Fund debts during the current financial year, and
  - (ii) additional contributions to the Capital Works Fund if it cannot (or will not be able to) pay its Capital Works Fund debts during the current financial year.
- (b) Before the Committee determines an additional contribution, it must prepare and adopt a budget for the period covered by the additional contribution. The budget must contain the information required in clause 19.

#### 20.4 Determining contributions at an Emergency Meeting

If the Committee must raise an Administrative Fund or Capital Works Fund contribution at an Emergency Meeting, the Committee may dispense with the need to prepare a budget for the contribution.

#### 21. Preparing financial statements

- (a) At the end of each financial year, the Committee must:
- (i) have its accounts audited by a qualified auditor and
  - (ii) prepare a financial statement for each of its accounts for the previous financial year.
- (b) A financial statement must show for each of the Administrative Fund and the Capital Works Fund:
- (i) a statement of income and expenditure during the financial year
  - (ii) the balance carried forward from the financial year
  - (iii) particulars and amounts of each item of income during the financial year
  - (iv) particulars and amounts of each item of expenditure during the financial year

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- (v) the cash in the fund at the end of the financial year
- (vi) the balance of the fund at the end of the financial year
- (vii) contribution arrears for each Member at the end of the financial year
- (viii) the amount of credit or debit in the fund at the end of the financial year and
- (ix) other relevant information.

## 22. Paying contributions

- (a) Subject to this clause, the Committee must give Members at least one calendar months' notice of payment Administrative Fund or Capital Works Fund contribution.
- (b) The notice must be in writing and must show for each of the Administrative Fund and Capital Works Fund:
  - (i) the total contribution to be raised
  - (ii) each Member's portion of the contribution and
  - (iii) the date by which payment is required.


### 22.2 Raising funds in an emergency

If the Committee has to raise funds in an emergency, it may give less than 10 Business days' notice of the contribution.

## 23. Banking money and interest on accounts

- (a) The Committee must:
  - (i) establish and maintain a bank or building society account or accounts in the names of the Members and
  - (ii) deposit all contributions and other money paid to the Committee into its bank or building society accounts.
- (b) The Committee may withdraw money from its accounts only to meet its obligations under or arising from this Management Statement
- (c) 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).
- (d) If the Committee's account earns interest, the Committee may:



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- (i) credit it to one of the accounts of the Committee or
- (ii) pay it to the Members according to clause 25.

## 24. Late payments

### 24.1 Interest

- (a) Members must:
  - (i) pay the Committee interest on any amount owed to the Committee under this Management Statement but not paid on time, and
  - (ii) pay interest from (and including) the date on which the payment was due until the date it was paid.
- (b) The Committee must calculate interest on daily balances at the rate of 10% per annum or any other rate permitted under the *Strata Schemes Management Act 2015* (or any other legislation replacing this legislation)
- (c) A certificate about interest rates given to a Member by the bank or building society of the Committee is conclusive evidence of the interest rate in clause 24.1(b).

### 24.2 Recovering unpaid contributions

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


### 24.3 Disputes

- (a) Members are not excused from paying Administrative Fund contributions, Capital Works Fund contributions or other amounts owing to the Committee under this Management Statement because of a dispute or a disagreement (e.g. a dispute about the amount of a payment) with the Committee but must continue paying those contributions at the rate determined according to this Management Statement.
- (b) After the dispute is resolved, the Member and the Committee must pay each other any necessary adjustments.
- (c) A member's rights against the Committee are not affected by the Member's continuing to pay Administrative Fund and Capital Works Fund contributions according to clause 24.3(a).

## 25. Dealing with surplus funds

- (a) If there is surplus money in the Administrative Fund or Capital Works Fund at the end of a financial year, the Committee may carry forward such surplus to the next financial year or distribute it between the Members in shares decided by the Committee according to this clause.




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- (b) When deciding the shares for the distribution of surplus money according to this clause, the Committee must have proper regard (as far as practicable) to the proportions in which each Member contributed to the surplus funds.

## 26. Shared Facilities

### 26.1 Nature

- (a) There are a number of facilities and services in the Building that are:
- (i) used by two or more Owners or
  - (ii) located on land belonging to an Owner but used by another Owner.
- These facilities and services are called Shared Facilities.
- (b) Subject to the description of each Shared Facility in Schedule 1, Shared Facilities and costs for Shared Facilities include:
- (i) plant and equipment which constitute a Shared Facility
  - (ii) 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 an Owner's part of the Building
  - (iii) the façade of the Building and those part of the Building which can be seen from outside of the Building
  - (iv) any rooms or areas in Shared Facilities are located
  - (v) the maintenance, repair, operation, cleaning and replacement of Shared Facilities
  - (vi) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities
  - (vii) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities
  - (viii) the inspection of Shared Facilities (if applicable) by a government agency and
  - (ix) the certification of Shared Facilities for the purposes of the law.
- (c) Subject to this Management Statement, the Committee must insure, operate, manage, control, maintain, repair and replace Shared Facilities and ensure compliance with all safety, planning and environmental laws.
- (d) The Committee may appoint, contract with and terminate parties to perform its functions in relation to Shared Facilities.


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- (e) Functions and powers provided to the Committee to do any thing so described in clause 26 hereof should the Developer choose to, during the Development Period, be performed by and at the absolute discretion of the Developer to which a Member, Owner or Occupier agrees not to object to.
- (f) In exercising the functions and powers conferred on the Developer pursuant to clause 26.1(e) the Developer must act in good faith and must use all reasonable endeavours to ensure any such exercise of said power or function is based on the best information, materials and advice available to the Developer at any such time.
- (g) Subject to clause 26, there are facilities in the Building that are owned and used by an Owner exclusively. These facilities are called Non-Shared Facilities as described in Schedule 1. For the avoidance of doubt Non-Shared Facilities are those facilities described in Schedule 1 which do not include the Shared Facilities described as such in clause 26.1(b) or Schedule 1.
- (h) The Committee performs the functions described in clause 26.1(c) and 26.1(d) of a Non-Shared Facility to ensure compliance with the Management Statement, any Legislation and proper maintenance and upkeep of the Non-Shared Facilities. Those functions being but not limited to; the operation, management, control, maintenance, repair and replacement of Non-Shared Facilities.
- (i) The Owner of a Non-Shared Facility may request in writing the approval of the Committee to appoint its own consultant, subcontractor or other person(s) to perform the functions noted in clause 26.1(c) and if the Committee is satisfied that the approval will result in the similar or better performance of those functions, the Committee may amend Schedule 1 and the budgets referred to in clause 19 accordingly.
- (j) The Owner of a Non-Shared Facility may gain access to those Non-Shared Facilities by the most direct route through the Strata Schemes and Stratum Lots.

## 26.2 Use of Shared Facilities

- (a) This Management Statement and the Committee may specify which Owners and other persons are entitled to use and enjoy a Shared Facility or may restrict use of a Shared Facility, however unless specified elsewhere in this Strata Management Statement, the Members who are entitled to access and use a Shared Facility are those Members who contribute to the costs of the Shared Facility;
- (b) In the situation where a Member is an Owners Corporation, the Owners and Occupiers of Lots within that respective Strata Scheme are entitled to use the Shared Facility, however they remain subject to any by-laws or provisions of this Strata Management Statement to which that Shared Facility applies;
- (c) In the situation where a Member is a Stratum Building Owner, the Stratum Building Owner and the Occupiers within that respective Stratum Building are entitled to use the Shared Facility, however the Occupier(s) remain subject to any agreement to the contrary the Stratum Building Owner may have with the Occupier(s) and the provisions of this Strata Management Statement.




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- (d) Where a party is entitled to have access to and the use of a Shared Facility, that party:
- (i) Shall not use the Shared Facility for any other purpose other than its intended purpose;
  - (ii) Is to notify the Committee in writing in the event of any damage to or defect in the Shared Facility immediately after it becomes aware of such damage or defect; and
  - (iii) Is to compensate the Committee accordingly for any damage to a Shared Facility caused by it, its visitors, contractors, employees or any other person under their control.

### 26.3 Apportioning costs for Shared Facilities

- (a) Schedule 1 sets out the amount that each Owner must contribute towards the costs of Shared Facilities.
- (b) The Committee must charge Owners for Shared Facilities according to Schedule 1.
- (c) Owners must pay their proportion of the costs for Shared Facilities according to Schedule 1.
- (d) Some of the Shared Facilities may be the subject of Easements. The Committee and each Owner agrees in favour of each grantor to perform the functions and exercise the rights of the grantor according to the relevant Easement. Each grantor agrees that the Committee may exercise the rights and perform the functions of the grantor under the relevant Easement.
- (e) Some of the Shared Facilities in accordance with Schedule 1 may not be operational on the date this Strata Management Statement is registered with respect to a Lot where use of such Shared Facility is yet to commence. In such circumstances where a Lot Owner is otherwise precluded from the use of a Lot that is subject to or will be subject to Shared Facilities in the future, that Owner is not required to contribute towards the costs of Shared Facilities until:
  - (i) The Owner of the Lot the subject of a Shared Facility commences use of said Lot for the purpose of constructing any part of any future approved building on said Lot; or
  - (ii) In the case where Shared Facilities have been changed pursuant to clause 29.4(a) such time when the change has been addressed by the Committee pursuant to clause 29.4(c) of which Members, Owners and Owners Corporations agree not to object to.
- (f) For the avoidance of doubt in clause 26.3(e)(i) it is the obligation of the Lot Owner to advise the Committee as to the date of commencement of any such works. Where the Lot Owner does not notify the Committee of the commencement date and construction works have proceeded, then the date of issue of a Construction Certificate for such works will be adopted for the purpose of determining the date upon when the Owner of a Lot the subject of a Shared Facility is obligated to contribute towards the cost of Shared Facilities in accordance with Schedule 1.
- (g) Shared Facilities contributions which would otherwise have been payable by the Owner of a Lot that falls within the exception of clause 26.3(e) must be distributed between each of the remaining Owners, determined by the following distribution formulae:



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$$ZZ = [100 / (A\% + B\%)] \times Y\%$$

ZZ = Shared Facilities contribution % of Lot A or B (in circumstances where a Lot is not required to contribute to Shared Facilities pursuant to clause 26.3(e));

Where:

A = Shared Facilities contribution % of Lot 2 (pursuant to Schedule 1)

B = Shared Facilities contribution % of Lot 3 (pursuant to Schedule 1)

Y = Shared Facilities contribution % of Lot A or B (pursuant to Schedule 1)

For example, utilising a Shared Facility contribution % as follows:

Where the Lot 2 (A) allocated percentage equals 45% and Lot 3 (B) allocated percentage equals 4%, to determine ZZ for Lot A (Y);

$$ZZ = [100 / (45+4=49)] \times 45$$

$$= (100/49) \times 45$$

$$= 2.04 \times 45$$

$$= 91.8$$

Therefore, the new allocated percentage for Lot 2 (A) would be 92%

Accordingly, to determine ZZ for Lot B (Y):

$$ZZ = [100 / (45+4=49)] \times 4$$

$$= (100/49) \times 4$$

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$$= 2.04 \times 4$$

$$= 8.16$$


Therefore, the new allocated percentage for Lot 3 (B) would be 8%

#### 26.4 Changing or adding to Shared Facilities

- (a) The Committee may:
- (i) add Shared Facilities if it identifies new Shared Facilities as required
  - (ii) create new Shared facilities as required
  - (iii) change existing Shared Facilities
  - (iv) change the use of existing Shared Facilities
  - (v) modify or replace existing Shared Facilities
  - (vi) extend Shared Facilities
  - (vii) determine a charge for a Shared Facility where Schedule 1 does not make provision for a charge.
- (b) Owners and Members agree to amend Schedule 1 to reflect anything the Committee resolves to do under this clause whilst acknowledging that the division of costs for Shared Facilities are automatically varied at the time the Chairperson signs the minutes which record the change.

#### 26.5 Changing the costs for Shared Facilities

- (a) The Committee may change the cost, add new costs or adjust the division of costs for Shared Facilities, subject to at least one of the following:
- (i) the Committee has resolved to deal with the Shared Facility under clause 26.4
  - (ii) the Committee identifies new Shared Facilities
  - (iii) the use of Shared Facilities changes
  - (iv) Shared Facilities are repaired, modified or replaced
  - (v) Compliance with this Management Statement or
  - (vi) anything else happens which affects the costs of Shared Facilities.
- (b) The Owners and Members agree to amend Schedule 1 to reflect anything the Committee resolves to do under this clause whilst acknowledging that the division of costs for Shared

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Facilities are automatically varied at the time the Chairperson signs the minutes which record the change.

## 26.6 Review of Shared Facilities

(a) In accordance with clause 2 of Schedule 4 of the Development Act, the Committee must complete a review of the allocation of the cost of the Shared Facilities:

- (i) as soon as practicable after any change in the Shared Facilities or use of the Shared Facilities; and
- (ii) at least once every 5 years even if there has not been a change in the Shared Facilities or use of the Shared Facilities.

(b) The Committee must engage an appropriately qualified consultant to assist with the review referred to in clause 26.6(a).

(c) Following completion of the review, the Committee must:

- (i) arrange for Schedule 1 to be revised as necessary, in accordance with the recommendations made by the qualified consultant as part of the review; and
- (ii) arrange for the revised Schedule 1 to be registered.

(d) If the review is undertaken during the Development Period, the Committee must also obtain the Developer's consent to the revised Schedule 1. The Developer's decision to give, or withhold, consent can only be based on what, in the Developer's reasonable view, is a fair and equitable allocation of the cost of the Shared Facilities.

## 26.7 Damage

Owners must:

- (a) use Shared Facilities only for their intended purposes
- (b) immediately notify the Committee if they know about damage to or a defect in a Shared Facility and
- (c) compensate the Committee for any damage to Shared Facilities caused by them, their visitors or persons doing work in the Building on their behalf.

## 26.8 Access routes to Shared Facilities

Subject to this Management Statement, access to and egress from a Shared Facility is permitted to Owners, Members and Occupiers to the extent access and egress is effected by the most Direct Route.

For the avoidance of doubt a Shared Facility to which this clause applies includes a Shared Facility on any part of the Land so defined at the time this Management Statement is registered or further amended



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from time to time as the Committee may contemplate at its sole discretion to which a Member, Owner or Occupier agrees not to object to.

## 26.9 Non-Shared Facilities Generally

For the avoidance of doubt Clauses 26.2, 26.3, 26.4, 26.5, and 26.7 have the same operation and effect as if the wording "Non-Shared Facilities" were to apply in place of "Shared Facilities".

## 27. Architectural Compliance

- (a) The Committee may make architectural and landscape standards for the Building. Any such standards will be known as the Architectural Code.
- (b) The Owners and Occupiers must comply with the Architectural Code.
- (c) The Committee may amend, modify or add to the Architectural Code by resolution.
- (d) Only a representative of an Owner whose Strata Scheme Common Property will be directly affected by an amendment, modification or addition to the Architectural Code may vote in a resolution regarding those matters.
- (e) A person bound by the Architectural Code may apply to the Committee to change the Architectural Code by the procedures for application set from time to time by the Committee.
- (f) The Committee's review and decision on applications for amendment, modification or additions to the Architectural Code are in its absolute discretion.
- (g) Compliance with this clause does not relieve any person from an obligation to obtain a consent under the relevant Strata Scheme by-laws or from any relevant statutory Authority.
- (h) Provided consent from the relevant Authority has been obtained, the Owner and the Occupier of a Lot may carry out refurbishments works, fitout and modification to the interior of a Lot without the need for consent from the Committee provided the refurbishments works, fitout and modifications comply with the Architectural Code.

## 28. Consent and Compliance

- (a) If an Owner or Occupier intends to carry out Work that will affect in any way the Shared Facilities or Common Property, or will affect in any material way the external appearance of their Lot, the Owner or Occupier must:
  - i. obtain and comply with each necessary consent for the Work from Relevant Authorities;
  - ii. promptly provide the Committee with copies of any consents the Owners, Owners or Occupiers obtain from any Relevant Authority and Owners Corporation;

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- iii. obtain and comply with the Committee's consent to the Work without first obtaining all those consents; and
- iv. comply with their obligations under the Legislation and this Management Statement in relation to any Work.

- (b) An application for Committee consent for Work must be in a form, and must include all relevant approvals, plans, details and documents reasonably required by the Committee.

28.2 Nothing in clause 28 requires the Owner or Occupiers of the Lot 1 or Lot 2 to obtain the consent of the Committee before carrying out any Work.

## 29. Development and Subdivision

### 29.1 Development and Subdivision Work


- (a) The Owner of Lot 1 and Lot 2 or any of its successors and assigns may choose to effect a subdivision of the Building or lot on the Land and carry out any development or subdivision works to of the land, building and Lot(s) as required from time to time and may:
  - i. at its discretion authorise another party to perform and complete the functions available to it as contained in clause 29.
  - ii. effect a subdivision or carry out the works mentioned in clause 29.1(a) to the Building or Lot on the Land which is owned by another party subject to the other party providing its written consent
- (b) The Owners and Occupiers, any of its successors and assigns agree not to object or hinder any development or subdivision works or use of the Building or a Lot on the Land or hinder or prevent registration of any document or amendment in connection with this document by the Owner of Lot 1 or Lot 2 or any other party so authorised in accordance with clause 29 .
- (c) If the consent of an Owner, Occupier or Owners Corporation is required to any document so as to facilitate any development or subdivision works or use then each party agrees it will provide its consent, and will be regarded as having consented and will if necessary, sign any documents required within 14 days of a request to do so.

### 29.2 Development Works

The Owner of Lot 1 and Lot 2 or any of its successors and assigns or party authorised as such must ensure when carrying out any works to the development:

- (a) To comply with any requirement and consent of any other authority or body having authority over or jurisdiction in respect of the Land;
- (b) Use qualified and where necessary, licensed tradesmen;
- (c) keep the Land tidy and free from rubbish and associated materials in;



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- (d) ensure no damage is done or caused to the property or the property of any Owner or Occupier and make good that damage in the event damage occurs;
- (e) all certificates and consents necessary are obtained.

#### 29.3 Access

Without notice to any party, the Owner of Lot 1 and Lot 2 or any of its successors and assigns may access any part of the Land necessary for the purposes of carrying out the subdivision and development works for such time as is necessary to complete the said works and may authorise other parties to do so.

#### 29.4 Changing Shared Facilities

- (a) Shared Facilities may be accessed, used, changed, relocated, altered, added to or temporarily disconnected or a change to the division of costs associated with the Shared Facilities as a result of the Owner of Lot 1 and Lot 2 or any of its successors and assigns undertaking development or subdivision works.
- (b) Members, Owners and Owners Corporations agree not to object to any matter arising out of clause 29.4(a) or any change in the division of costs associated with the Shared Facilities.
- (c) Any change to the Shared Facilities arising as a result of clause 29.4 must be addressed by the Committee within 4 weeks of receiving such notice.
- (d) A dispute will be regarded as having arisen if clause 29.4(c) has not been addressed within 2 months having received such notice.

#### 29.5 Completion of Development Works

Upon completion of the development works, the Owner of Lot 1 and Lot 2 or any of its successors and assigns must ensure the site is free of rubbish and debris and hand to the Committee all as-built plans of said works and all relevant certificates and consents regarding said works.

#### 29.6 Indemnity in favour of Original Proprietor


A party who breaches its obligations in clauses 28 or 29 agrees to indemnify the Owner of Lot 1 and Lot 2 or any of its successors and assigns for all costs, losses, expenses and damages incurred by the Owner of Lot 1 and Lot 2 or any of its successors and assigns.

### 30. Subdivision by a Strata Plan

#### 30.1 Subdivision Notice

- (a) Within 14 days of registration of a Subdivision Plan subdividing a Stratum Lot by a Strata Plan, the Strata Scheme Owner must give the Committee a subdivision notice in accordance with clause 30.1(b).
- (b) The subdivision notice must include the following information:



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- (i) Details of the Stratum Lot being subdivided;
- (ii) A copy of the registered plan;
- (iii) The name, address and ABN of the Owners Corporation;
- (iv) The name, address, telephone number and contact name of the Strata Manager appointed by the Owners Corporation; and
- (v) The name, address and contact telephone numbers of the Representative and Substitute Representative of the Owners Corporation.

### 31. Subdivision by a Stratum Plan

#### 31.1 Subdivision Notice

- (a) Within 14 days of registration of a Subdivision Plan subdividing a Stratum Lot into further Stratum Lots, the Stratum Lot Owner before the Stratum Lot was subdivided must give the Committee a subdivision notice in accordance with clause 31.1(b).
- (b) The subdivision notice must include the following information:
  - (i) details of the Stratum Lot being subdivided;
  - (ii) a copy of the registered Stratum Plan;
  - (iii) the number of votes attributable to each new Stratum Lot in accordance with this Management Statement; and
  - (iv) the proportion of Shared Facilities attributable to each new Stratum Lot created by the Subdivision Plan in accordance with this Management Statement and Schedule 1.

### 32. Transfer of Stratum Lot

#### 32.1 Transfer Notice

- (a) Within 14 days of registration of a transfer of a Stratum Lot, the Owner of the Stratum Lot being transferred must give the Committee a transfer notice in accordance with clause 32.1(b).
- (b) The transfer notice must include the following information:
  - (i) details of the Stratum Lot being transferred;
  - (ii) the name, address and ABN of the transferee as the New Member and the name, address and ABN of any registered mortgagee; and
  - (iii) the name, address and contact telephone numbers of the Representative and Substitute Representative of the New Member.

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**33. Contributions if Subdivision Plan is registered****33.1 Contributions**

If a Stratum Lot (or part of a Stratum Lot) is subdivided by a Subdivision Plan, the proportion of Administrative Fund and Capital Works Fund contributions which the new Owner must contribute is the amount which the Owner of the subdivided Lot must contribute according to Schedule 1 as amended.


**34. Waste storage and disposal****34.1 Responsibility**

- (a) The Committee has the overall responsibility for ensuring that garbage and recyclable materials are properly stored and removed from any garbage waste holding room under Shared Facilities in the Building (Garbage Removal Facilities).
- (b) Each Owner and Occupier has obligations in relation to the storage and disposal of waste from its Stratum Lot or Strata Scheme which may contain requirements about waste storage and disposal in addition to each obligation under this management statement.

**34.2 Rights and obligations**

- (a) The Committee must:
  - (i) regularly clean and sanitise the Garbage Removal Facilities including the garbage and recyclable receptacles and
  - (ii) arrange for the regular removal of garbage stored in the Garbage Removal Facilities according to this clause and pursuant to any Relevant Authority Consent.
- (b) The Committee may:
  - (i) lease or purchase receptacles for the storage of garbage and recyclable materials
  - (ii) appoint the Building Manager to perform its functions and exercise its rights under this clause
  - (iii) make Rules about the storage and disposal of garbage and recyclable materials.
- (c) Owners and Occupiers must deliver their garbage and recyclable materials to the Garbage Removal Facilities and store it in the area (if any) allocated for their use by the Committee.
- (d) Owners and Occupiers must keep their garbage and recyclable materials odour free (as far as reasonably practicable) and comply with the requirements of the Committee and any Government or non-Government agency about the storage and removal of their garbage and recyclable materials.



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- (e) Owners and Occupiers must immediately clean up keep any garbage and recyclable materials spilt in the Garbage Removal Facilities and keep the Garbage Removal Facilities clean.

### 34.3 Access routes to Garbage Removal Facilities

Garbage Removal Facilities the subject of this Management Statement including but not limited to the main garbage room as noted as a Shared Facility in Schedule 1 are accessible in accordance with clause 26.8.

### 35. Services

- (a) Subject to this clause, the Committee has the power to supply services to Members, Owners and Occupiers.
- (b) Services include:
- (i) electricity supply, gas supply and water supply and
  - (ii) additional services which the Committee decides to supply according to this clause.
- (c) The Committee has the power to supply services in addition to those in clause 35(b) to Owners or Occupiers if:
- (i) there would be significant cost savings if the Committee purchases the service in bulk and supplies to it Owners or Occupiers and
  - (ii) the Committee reasonably determines it would be beneficial to the operation and management of the Building for the Committee to provide the service or
  - (iii) an Owner or Occupier asks the Committee to provide the service.
- (d) The Committee has the power to:
- (i) enter into contracts and agreements with the providers of Services and
  - (ii) disconnect a Service to an Owner or an Occupier who does not pay the Committee for the Service according to this Management Statement only in the following circumstances:
    - (A) if doing so does not interfere with the provision of that Service to another Owner or Occupier who has paid the Committee for the Service and
    - (B) reasonable notice has been given to the Owner or Occupier whose service is being disconnected.
- (e) In considering whether to supply a Service to Owners and Occupiers the Committee must determine:

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

### 35.2 Services used exclusively by one Party

- (a) Where an item of Service whether it be any; Shared Facility, item of plant or equipment in which a service is generated, contained or stored, including without limitation, water storage tanks, cooling towers and air-conditioning units is situated on a Lot though that service is used exclusively by another Lot, the item(s) must be maintained in good order and operated, insured and repaired by the Owner benefitting from the Service;
- (b) That Owner benefitting from such Service may after giving reasonable notice to the Owner of the burdened Lot carry out works (to be completed by person(s) approved by the Committee) for the purpose of rectifying any damage, repairing or maintaining such item of Service and must ensure all work is done properly and causes as little inconvenience as practicable to the Owner of the burdened Lot; and
- (c) Where the Owner of the Benefited Lot has failed to; maintain in good order, operate, insure or repair the benefited item of Service the Owner of the burdened Lot may take all lawful steps necessary to ensure the responsibility is carried out and may recover from the Owner of the benefited Lot any reasonable expense incurred by the Owner of the burdened Lot.


## 36. Security, Controlling Access and Security Keys

### 36.1 Security

The Committee has the overall responsibility for ensuring the security of the Building and may take all reasonable steps to:

- (a) Enter into or authorise the Building Manager to enter into an agreement with any such qualified person(s) for the provision of security personnel and security services;
- (b) Permit security personnel to monitor the security of the building from any such designated part of the Building; and
- (c) Maintain and obtain any such security device reasonably required to ensure the security of the Building including but not limited to;
  - (i) Boom gates
  - (ii) roller shutters
  - (iii) locks
  - (iv) alarms, and



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(v) communications systems.

### 36.2 Registration plate details

- (a) The Committee may collect information relating to and including the registration plate details of vehicles parked in the Building from time to time.
- (b) Upon the request by or on behalf of the Committee, any Member, Owner or Occupier so bound by this Management Statement is to immediately provide the registration plate details of any vehicle(s) it parks in the building from time to time.

### 36.3 Security Keys

- (a) If so required the Committee must make available to each Member, Owner or Occupier a Security Key to enable said Member, Owner or Occupier passage throughout the Building by the most appropriate or Direct Route as the case may be in order to access their Lot and any Shared Facility to which they are so entitled to access and use in accordance with this Management Statement.
- (b) The Committee may charge any such reasonable fee or request a bond if a Member, Owner or Occupier requests:
  - (i) an additional security Key; or
  - (ii) a replacement Security Key
- (c) A Member, Owner or Occupier or any other such person authorised by the Committee to be issued a Security Key must:
  - (i) not give it to any other person who is not a Member, Owner or Occupier, unless they are satisfied that person will act responsibly and not in a way which would otherwise contravene the provisions of this Management Statement;
  - (ii) not copy or duplicate it or permit any such act which would lead to its duplication;
  - (iii) do all reasonable things to ensure its retention or otherwise retained in a responsible manner;
  - (iv) immediately notify the Committee in each and every instance including but not limited to whether it is lost, stolen or damaged;
  - (v) pay to the Committee such reasonable fee for its replacement;
  - (vi) return it immediately if it is no longer required or if the right to access the Building no longer exists; and
  - (vii) comply with any reasonable directions of the Committee in relation to its use and management.

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- (d) The Committee shall have the power to:
- (i) enter into any such arrangement with the Building Manager or any other relevant service provider in connection with the operation and management of Security Keys and the security systems of the Building generally;
  - (ii) re-code Security Keys and require the return of any Security Key for that purpose; and
  - (iii) limit the number of Security Keys issued so as to maintain the security of the Building.
- (e) Any reasonable request by a Member, Owner or Occupier relating to access arrangements must be taken into account in connection with the Committee's operation and management of Security Keys.

### 37. Dispute resolution

#### 37.1 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, Member, an Owner or an Occupier, the Strata Manager and the Building Manager.

#### 37.2 Disputes about Management Statement

- (a) The parties must endeavour in good faith to resolve disputes about this Management Statement before taking action under this clause.
- (b) The parties must deal with disputes about this Management Statement according to this clause. This includes disputes about the failure of the Committee or an Officer to comply with the provisions about Meetings or Emergency Meetings.

#### 37.3 Dispute notice

- (a) A party may give another party a dispute notice that:
  - (i) describes what the dispute is about
  - (ii) identifies the provisions of this Management Statement or the law that apply to the dispute
  - (iii) states the position of the party
  - (iv) sets out the facts and other circumstances on which the party relies and
  - (v) attaches copies of correspondence and other documents mentioned in the dispute notice.



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- (b) Within 10 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:
  - (i) at 2.00 pm on the date which is 7 Business Days after the dispute notice was given and
  - (ii) at the Building or by telephone conference.

## 37.4 Mediation

- (a) If the parties cannot resolve their dispute by negotiation, a party may give a mediation notice requiring the parties to:
  - (i) refer the dispute to mediation and
  - (ii) appoint a mediator from the panel of mediators kept by the Resolution Institute to mediate the dispute.
- (b) If the parties cannot agree on the mediator from the Resolution Institute panel within 5 Business Days after a party gives a mediation notice, a party may contact the Resolution Institute to:
  - (i) appoint a mediator from the Resolution Institute panel and
  - (ii) determine the remuneration of the mediator.
- (c) The parties must mediate the dispute according to the mediation rules of the Resolution Institute if, within 5 Business Days after the mediator is appointed, they do not agree on:
  - (i) the mediation procedures they will adopt and
  - (ii) the timetable for the mediation procedures.
- (d) The mediation must take place in Sydney, New South Wales.

## 37.5 Expert determination

- (a) If the parties cannot resolve their dispute by mediation, a party may give a determination notice requiring the parties to:
  - (i) refer the dispute to an independent expert for determination and
  - (ii) appoint an expert to determine the dispute.
- (b) If the parties cannot agree on an expert within 5 Business Days after a party gives a determination notice, a party contact the Resolution Institute to:
  - (i) appoint an appropriate expert having regard to the nature of the dispute and

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- (ii) determine the remuneration of the expert.
- (c) The parties must instruct the expert to:
  - (i) act as an expert and not as an arbitrator
  - (ii) determine the rules for the conduct of the expert determination and
  - (iii) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.
- (d) 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.
- (e) The expert:
  - (i) is not bound to observe the rules of natural justice or the rules of evidence
  - (ii) may obtain and refer to documents and information not provided by the parties and
  - (iii) must determine the dispute and give written reasons for the determination within 1 month of being appointed.

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

### 37.6 Dispute 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 mediator or expert who determines the dispute must determine any adjustments the Member or the Committee must pay.

### 37.7 Costs


The parties to the dispute must:

- (a) equally share the costs for mediation and expert determination of their dispute (unless the mediator or expert decide otherwise) and
- (b) pay their own costs in connection with the dispute.

### 38. Service of notices

- (a) A notice or communication under this Management Statement must be in writing and must be:
  - (i) delivered personally to the addressee
  - (ii) left at the address of the addressee



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- (iii) sent by pre-paid ordinary post to the address of the addressee
  - (iv) sent to the fax number of the addressee, or
  - (v) sent to the current email address of the addressee.
- (b) A notice or communication takes effect from the later of
  - (i) the time the notice or communication is received by the addressee or
  - (ii) the time specified in the notice or communication.
- (c) A notice or communication sent by pre-paid post to the address of the addressee is received on the third business day after it is posted.
- (d) A facsimile is received
  - (i) on the date of a transmission report from the machine that sent the facsimile that shows the whole facsimile was sent to the facsimile number of the addressee
  - (ii) if the facsimile is sent to the facsimile number of the addressee after 5.00pm, on the next business day or
  - (iii) if the facsimile is sent to the facsimile number of the addressee on a day which is not a Business Day, on the next Business Day.
- (e) If sent by e-mail, a notice is taken to be received at the time shown on the sender's computer as the time that the email was sent.

### 39. Variations or Amendments to Management Statement

This Management Statement may only be varied or amended by Unanimous Resolution passed at a Meeting or an Emergency Meeting except where contemplated by this Management Statement in connection with changes to the Shared Facilities, Schedule 1 and development and subdivision works.

### 40. General

#### 40.1 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).

#### 40.2 Partial exercise of rights

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

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**40.3 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 circumstances relating to the subject matter of the consent or approval.

**40.4 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.

**40.5 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.

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**Schedule 1****Facilities**

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Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes
Shared Facility No. 1a	Vehicular Access to Basement Carpark and Main Entry roller shutter	Atkinson Street Basement Carpark Access Ramp entry / exit, driveway in basement carpark	The inspection, cleaning, routine maintenance & repairs of this shared facility of hard stand surfaces, light fittings, signage, protection devices and roller shutter.	Lot 1 Lot 2 Lot 3	These hard stand surfaces are utilised by residential and retail members for vehicular access to and through the basement level carpark.
Shared Facility No. 1b	Carwash Bay and associated facilities	Basement Carpark Level 1	The inspection, cleaning, routine maintenance & repairs of this shared facility of hard stand surfaces, pumps, grease traps and associated servicing.	Lot 2 Lot 3	These areas are covered by easements for emergency access
Shared Facility No. 2a	Basement Fire Stairs / Accessways	Basement Fire stairs and all accessways utilised from these stairs	The inspection, cleaning, routine maintenance & repairs of the stairs, hard stand surfaces, stair pressurisation & exhausting, associated lighting & signage including replacement.	Lot 1 Lot 2 Lot 3	Retail only use for access from the Basement Level 1 to Street.
Shared Facility No. 2b	Fire Stairs / Accessways	Fire stairs and accessways used by Residential occupants through out the building	The inspection, cleaning, routine maintenance & repairs of the stairs, hard stand surfaces, stair pressurisation & exhausting, associated lighting & signage including replacement.	Lot 2 Lot 3	These areas are covered by easements for emergency access
Facility No. 2c	Retail Fire Stairs / Accessways	Fire stairs and Accessways located solely within retail Lot 1 that are not shared.	The inspection, cleaning, routine maintenance & repairs of these stairs, hard stand surfaces, stair pressurisation & exhausting, associated lighting & signage including replacement.	Lot 1	Retail Lot 1 Use Only
Facility No. 2d	Residential Fire Stairs / Accessways	Fire stairs and Accessways located solely within Lot 2 that are not shared.	The inspection, cleaning, routine maintenance & repairs of these stairs, hard stand surfaces, stair pressurisation & exhausting, associated lighting & signage including replacement.	Lot 2	Residential Lot 2 Use Only
Facility No. 2e	Residential Fire Stairs / Accessways	Fire stairs and Accessways located solely within Lot 3 that are not shared.	The inspection, cleaning, routine maintenance & repairs of these stairs, hard stand surfaces, stair pressurisation & exhausting, associated lighting & signage including replacement.	Lot 3	Residential Lot 3 Use Only
Shared Facility No. 3a	Carpark basement Boom gates	Basement Level 1 access to lower basement and B1 Lot 2 and visitor parking	The inspection, routine maintenance & repairs of this shared facility.	Lot 2 Lot 3	It is noted that an easement for access is not provided to the Retail lot over the driveway beyond the boom gate. Access is provided to Visitor parking and walkway to access the Building B garbage room.
Shared Facility No. 4	Carpark Exhaust and Fresh Air Intake	Throughout the carpark with ducting and services through the buildings to residential roof inclusive of plant and equipment located in the Basement Levels and the residential roof	The inspection, cleaning, routine maintenance, repairs and replacement of shared plant room, plant, equipment, fans, plenums, piping and ducting and any associated equipment and structures to the exhaust air and provide fresh air intake used for the carparks.	Lot 1 Lot 2 Lot 3	Retail only use for access from the Basement Level 1 to Street.

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Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes
Facility No. 5a	Lift A1 & A2	Located within Building A	The inspection, cleaning, annual certification, maintenance, repairs and replacement of this facility. This facility also includes for the electrical supply as metered by the private flow meter contained within the meter room. This supply / consumption is to be deducted from the metered values in SH12a.	Lot 2	Residential Lot 2 Use Only
Shared Facility No. 5b	Lift B3 & B4	Located within Building B	The inspection, cleaning, annual certification, maintenance, repairs and replacement of this facility. This facility also includes for the electrical supply as metered by the private flow meter contained within the meter room. This supply / consumption is to be deducted from the metered values in SH12a.	Lot 2 Lot 3	Lot 2 benefits from an easement for lift use from basement Level 2 to Ground floor.
Facility No. 5c	Lift Retail	Located within Retail upon construction.	The inspection, cleaning, annual certification, maintenance, repairs and replacement of this facility. This facility also includes for the electrical supply of this facility.	Lot 1	Retail Lot 1 Use Only
Shared Facility No. 5d	Garbage / Goods Hoist	Located within Building A Garbage Room	Including without limitation routine maintenance, repair & annual certification as required by Work Cover NSW.	Lot 2 Lot 3	It is noted that no easement for use has been created but this facility is shared for use of movement of garbage bins from basement level to residential bin holding area at street level.
Facility No. 6a	Residential Hot Water	Hot Water Boilers and meters for water and gas located in the nth east corner of Basement Level 1 and a second system upon the roof of building A and all system Servicing Residential Apartments throughout Building A.	This facility is for the hot water service and includes for provision of water and gas, maintenance, repair and replacement of the services and apparatus used in the provision of hot water inclusive but not limited to all services supplying to and from the hot water system that are not shared by any other building.	Lot 2	This service includes for any water supply and gas usage for the heating of the water heater that is separately metered for Building A purpose. Basement system supplies from Level Gr -10 and the roof system supplies from L10 above
Facility No. 6b	Residential Hot Water	Hot Water Boilers and meters for water and gas located adjacent to visitor carparking B1 and all system Servicing Residential Apartments throughout Building B.	This facility is for the hot water service and includes for provision of water and gas, maintenance, repair and replacement of the services and apparatus used in the provision of hot water inclusive but not limited to all services supplying to and from the hot water system that are not shared by any other building.	Lot 3	This service includes for any water supply and gas usage for the heating of the water heater that is separately metered for Building B purpose.
Facility No. 6c	Retail Hot Water	Servicing Lot 1 Retail Units only throughout the buildings.	This facility is for hot water service to the retail lot and its occupiers includes maintenance, repair, replacement & any gas usage for the heating of the water heater.	Lot 1	Retail to supply future hot water, not supplied at time of construction.

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Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes
Facility No. 7a	Letterboxes	Building A lobby	The inspection, cleaning, routine maintenance & repairs of the letterboxes, associated lighting & signage including replacement.	Lot 2	Residential Lot 2 Use Only
Facility No. 7b	Letterboxes	Building B lobby	The inspection, cleaning, routine maintenance & repairs of the letterboxes, associated lighting & signage including replacement.	Lot 3	Residential Lot 3 Use Only
Shared Facility No. 8a	Mains Electrical Infrastructure & Services	Mains Switch room, infrastructure supplied from substation / street connection and shared infrastructure throughout the development	<p>Electrical infrastructure required to provide electricity up to the point of individual metering and / or to shared facilities.</p> <p>This facility Includes but is not limited to:</p> <ul style="list-style-type: none"> <li>- All Shared Facility items requiring electrical infrastructure</li> <li>- Switchrooms including Ausgrid Building Common House electrical meter</li> <li>- Shared Private/sub meters,</li> <li>- Electrical infrastructure including but not limited to cables, wires, pipes, trays &amp; ducts exclusively servicing the facilities.</li> </ul> <p>This facility excludes:</p> <p>(a) Costs for electrical consumption by an individual owner, member or occupier.</p> <p>(b) Electrical services, wires, cables which are for the exclusive use of an owner, member or occupier.</p>	Lot 1 Lot 2 Lot 3	Retail does not contain any separate connection or metering. Its percentage of costs is associated with its use of the facilities to service its areas both owned and used within the carpark and open space area. Retail Lot will be supplied by separate infrastructure excluding those built at time of registration.
Facility No. 8b	Building A Electrical Infrastructure	Non shared Electrical infrastructure throughout the development that supplies services solely to Building A facilities	<p>Electrical infrastructure required to provide electricity, supply, consumption, services and use of electricity to the point of individual metering and to any and all single use services supplying Building A.</p> <p>This facility includes but is not limited to:</p> <ul style="list-style-type: none"> <li>- Non Shared Switchrooms</li> <li>- electrical meters &amp; sub meters servicing these non shared facilities</li> <li>- Electrical services and infrastructure including but not limited to cables, wires, pipes, trays, ducts &amp; light fittings exclusively:</li> </ul> <p>(a) servicing these facilities,</p> <p>(b) for use of an owner, member or occupier of the Lot</p>	Lot 2	The Building Apartments Common Meter is a shared facility see items 11 and 12 for supply expenses. Each Residential unit has its own meter.



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Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes
Facility No. 8c	Building B Electrical Infrastructure	Non shared Electrical infrastructure throughout the development that supplies services solely to Building B facilities	Electrical infrastructure required to provide electricity, supply, consumption, services and use of electricity to the point of individual metering and to any and all single use services supplying Building B. This facility includes but is not limited to: - Non Shared Switchrooms - electrical meters & sub meters servicing these non shared facilities - Electrical services and infrastructure including but not limited to cables, wires, pipes, trays, ducts & tight fittings exclusively: (a) servicing these facilities, (b) for use of an owner, member or occupier of the Lot	Lot 3	The Building Apartments Common Meter is a shared facility see items 11 and 12 for supply expenses. Each Residential unit has its own meter.
Facility No. 8d	Retail Lot 1 Electrical Infrastructure & Services	Non shared Electrical infrastructure throughout the development that supplies services solely to Retail if applicable and any Future Mains Switch room, infrastructure supplied from substation and shared infrastructure throughout the development.	Electrical infrastructure required to provide electricity up to the point of individual metering and / or to shared facilities. This facility Includes but is not limited to: - All Shared Facility items requiring electrical infrastructure - Switchrooms including Ausgrid Residential Common House electrical meter - Private / sub meters located in the main switchroom - Electrical infrastructure including but not limited to cables, wires, pipes, trays & ducts exclusively servicing the facilities. This facility excludes: (a) Costs for electrical consumption by an individual owner, member or occupier. (b) Electrical services, wires, cables which are for the exclusive use of an owner, member or occupier.	Lot 1	The Building Apartments Common Meter is a shared facility see items 11 and 12 for supply expenses.
Shared Facility No. 9	Shared Essential Services - Infrastructure - equipment - services	Mains Switch Room located in basement, services and infrastructure throughout the building that service the facilities	This facility includes the meter room, meters, metering cabinets / switchrooms / electrical cable / wires & ducting used in the provision of all essential services that are required for the safe operation of the building. These essential services include but are not limited to: - Fire Services including emergency lighting - Mechanical Essential services - Fire Alarm Monitoring - Fire Control Systems - Any other service deemed to be essential and shared. This facility also includes for Shared Non Essential Services - Hydrant pump and infrastructure	Lot 1 Lot 2 Lot 3	Retail does not contain any separate connection or metering. Its percentage of costs is associated with its use of the facilities to service its areas both owned and used within the carpark and open space area. Future Retail Lot Fitout will to be supplied by separate infrastructure excluding those built at time of registration.

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Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes
Facility No. 10	Future Retail Lot 1 ONLY Essential Services - Infrastructure - equipment - services	Future Services and infrastructure which will service Future Retail Fitout only located throughout the buildings	This facility includes the meter room, meters, metering cabinets / switchrooms / electrical cable / wires & ducting used in the provision of all essential services that are required for the safe operation of the building. These essential services include but are not limited to: - Any shop fitout Fire Services including additional emergency lighting/signage - Mechanical Essential services - Any other service connected to this meter including - Mechanical Essential services for fresh air and garbage room fresh air supply - Kitchen exhaust	Lot 1	At the time of registration any future retail fitout has not been confirmed as to whether it will be independent of the current buildings or become part of the current buildings for its future essential services.
Shared Facility No. 11	Essential Services - Consumption - Supply	Private Meters located in Main Meter Room	This facility includes the Consumption and Supply of electricity used in the provision of all services that are required and used for shared essential services as metered by the following private meters: - Fire control room Private Meter (PM) - Car Park Ventilation (PM) - Essential Mechanical (PM) - Diesel Fire Pump (PM) - Hydraulics DB (PM) - Electrical Fire Pump (PM). The consumption of these meters is to be deducted from the House common meter SH12a.	Lot 1 Lot 2 Lot 3	Retailer's percentage of costs is associated with its use of the facilities to service its areas both owned and used within the carpark and open space areas ONLY at the time of registration and excludes for any associated additional fitout requirements.
Shared Facility No. 12a	Residential Common Mains Electricity Meter - Consumption - Supply	Meter located in Main Meter Room	This facility includes the Consumption and Supply of electricity used in the provision of all services that are required and used by this meter in its provision of electricity. All services are primarily metered by this meter. Private flow meters separate some supply/consumption as contained within SH11 and SH12b and 12c. All other services not metered by a private flow meter are metered by this facility. The services primarily attached but not limited to this meter are; - Basement carpark plant, store lighting and supply, Roller shutter, boom gates, garbage hoist - Outdoor lighting - Residential Hot water supply - Residential Non Essential services Lobby fresh air fan supply - Residential Lifts See item 5a and 5b - Residential tower lobby/stair lighting and supply - Any other residential service connected to this meter not privately metered.	Lot 1 Lot 2 Lot 3	Retailer's percentage of costs is associated with its use of the facilities to service its areas both owned and used within the carpark and open space areas ONLY at the time of registration. <b>Cost break down.</b> Mains meter reading minus Lift private meters SH 5a & 5b minus Essential services private meters SH 11 leaves you a remaining quantity. This remaining quantity multiplied by this SH percentage provides each lot's cost for this facility.



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Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes
Shared Facility No. 13	Fire Control systems, Main and sub board Fire Panels & Facilities	Throughout the WHOLE of buildings including but not limited to the Main Fire Control Panel located in Lobby of Building A, mimic panel in lobby of Building B Fire Pump room	The Fire control system is an integrated system located throughout the whole of the building. This shared facility includes without limitation: Fire Control Panels, Extinguishers, Fire detection systems and services, Fire hydrants, Fire alarm, Fire hoses / Reels, Sprinkler tanks and systems & external drenchers (as applicable), Diesel pumps and equipment and room, Valve Room & valves, Emergency lighting. This Shared Facility Costs include all costs associated with the operation, maintenance, testing & repairs and replacement to the fire control system & the issuing of the Annual fire schedule. Fire stairs & stair pressurisation (if applicable) & basement carpark exhaust fans are part of separate shared facilities.	Lot 1 Lot 2 Lot 3	See Division of Costs for apportionment of shared facility. Currently NO Retail Building fire systems have been built. If Retail Building is connected to current fire system then this facility will require revision in the future.
Shared Facility No. 14	Fire Alarm Monitoring	Main control panel located in Building A with mimic panel in Building B lobby.	This shared facility includes costs for Monitoring the fire alarm system, maintenance, repair, call costs & communication / telephony rental & usage cost.	Lot 2 Lot 3	See Division of Costs for apportionment of shared facility. Currently NO Retail Building fire systems have been built. If Retail Building is connected to current fire system then this facility will require revision in the future.
Shared Facility No. 15	Security System	Cameras and equipment located throughout the basement carpark access and external open space shared areas.	Security Services will include all security items giving access to all shared facilities within the building via: lobbies, doors, roller shutter & drive ways and access ways including: Security cameras; Security keys for the Building Manager's use; Security monitoring equipment, & computers (if supplied). Excludes costs associated with supply of individual lot owner access cards / keys, residential lobby and lift access and intercoms. Excludes costs associated with Retail Security Personnel & Retail Security control system.	Lot 1 Lot 2 Lot 3	See Division of Costs for apportionment of shared facility
Facility No. 16a	Residential Air conditioning	Residential Apartments have individual units located within and throughout Lot 2	This facility is for air conditioning service to the lots and includes maintenance, repair, replacement & any supply electricity / gas or otherwise usage.	Lot 2	Residential Lot 2 Use Only
Facility No. 16b	Residential Air conditioning	Residential Apartments have individual units located within and throughout Lot 3	This facility is for air conditioning service to the lots and includes maintenance, repair, replacement & any supply electricity / gas or otherwise usage.	Lot 3	Residential Lot 3 Use Only

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Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes
Shared Facility No. 17	Gas Infrastructure	Connection from Street frontage to up to point of separate usage of lots	The gas infrastructure includes the primary gas supply entering the site until the junction point/switch where the individual services to each member is metered or enters into their respective stratum lots. This facility includes: Main gas switch, valve and regulator (if applicable); Gas infrastructure / pipes exclusively servicing the facility.	Lot 2 Lot 3	Retail to provide their own future connection. See Division of Costs for apportionment of shared facility
Shared Facility No. 18	MDF Comms Room	MDF comms is located within the building basement Comms room	This facility includes associated maintenance, repair, cleaning & operation for incoming telephony / communication systems, Comms room and main Frame panel for the building.	Lot 2 Lot 3	See Division of Costs for apportionment of shared facility
Shared Facility No. 19	Residential Telephone / NBN / PayTV Communications	Telephony / MDF comms singularly used and located within the residential lots within the buildings	This facility includes associated operation, maintenance, repair & replacement for telephony / communication system for residential sole use within the building from the MDF main frame.	Lot 2 Lot 3	See Division of Costs for apportionment of shared facility
Shared Facility No. 20a	Residential Garbage & Waste Removal - maintenance and cleaning	Garbage rooms located throughout basement levels and ground level adjacent to Atkinson Street	This facility includes for collection and removal of waste, recycling and associate maintenance, repair and cleaning of residential waste systems and rooms.	Lot 2 Lot 3	It is noted that easements exist benefiting lots 2 and 3 to provide access to this facility. See Division of Costs for apportionment of shared facility
Facility No. 20b	Retail Garbage & Waste Removal - maintenance and cleaning	Ground floor retail area	This facility includes for removal of waste, recycling and associate maintenance, repair and cleaning of retail waste systems, rooms and accessways to and from garbage rooms.	Lot 1	Retail Lot 1 Use Only
Shared Facility No. 21a	Residential External façade / Windows / Awning	All external façade / windows throughout the Residential Lots buildings	The inspection, cleaning, routine maintenance & repairs and replacement of this facility.	Lot 2 Lot 3	See Division of Costs for apportionment of shared facility
Facility No. 21b	Retail Heritage External façade / Windows / Awning	All external façade / windows throughout the Ground floor retail shops	The inspection, cleaning, routine maintenance & repairs and replacement of this facility.	Lot 1	Retail Lot 1 Use Only



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Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes
Shared Facility No. 22a	Sewerage System	Pipes and services throughout the building connected to mains boundary trap that is shared	This facility includes for the inspection, cleaning, routine maintenance & repairs and replacement of this facility. The sewerage system includes: servicing all components of the lots from the mains boundary trap that is shared. All services that service an individual lot ONLY, are not part of this shared facility and are the responsibility of the individual lot.	Lot 2 Lot 3	Retail to have their own connection to external sewer. See Division of Costs for apportionment of shared facility
Shared Facility No. 22b	Residential Sydney Water Sewerage Servicing costs	Sydney Water Servicing Cost	The sewerage costs as noted upon the Sydney Water bill per period.	Lot 2 Lot 3	See Division of Costs for apportionment of shared facility
Facility No. 22c	Retail Lot 1 Sydney Water Sewerage Servicing costs	Sydney Water Servicing Cost	The sewerage costs as noted upon the Sydney Water bill per period.	Lot 1	As the retail lot is separately supplied and metered the lot will receive its own Sydney Water bill Sewerage Levy / costs
Shared Facility No. 23	Stormwater System	Throughout whole of carpark, Residential buildings and open space areas including but not limited to - Basement - Rear and side - Open spaces - Roof - Detention tanks and rainwater tank	The shared facility includes for the inspection, cleaning, routine maintenance & repairs and replacement of this facility inclusive of but not limited to stormwater pit & pumps, the stormwater drainage system including stormwater drainage & hydraulic pipes, detention tank and rainwater tank. This facility excludes residential downpipes and gutters.	Lot 1 Lot 2 Lot 3	See Division of Costs for apportionment of shared facility
Shared Facility No. 24	Cold Water Residential Booster Pump	Pump Room Basement Level 1 below Building A	The facility includes for the inspection, cleaning, routine maintenance & repairs and replacement of this facility inclusive of but not limited to the pump and pipes that supply water consumption from this point onwards to the residential facilities.	Lot 2 Lot 3	See Division of Costs for apportionment of shared facility
Shared Facility No. 25	Mains Cold Water Supply Infrastructure - Mains Meter	Sydney Water Mains Meter located on LHS of basement driveway entry, supply infrastructure from the street connection to the point of separation into single use servicing or separate meters and throughout the buildings.	The shared facility includes for the inspection, cleaning, routine maintenance & repairs and replacement of this facility inclusive of but not limited to infrastructure throughout the building up to the point of separate metering for each lot (if applicable). This facility includes - cold water meters and pipe work / infrastructure servicing this shared facility.	Lot 2 Lot 3	See Division of Costs for apportionment of shared facility

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Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes
Shared Facility No. 25b	Residential Sydney Water Meter - Mains Cold water supply and Infrastructure	Water mains supply and infrastructure throughout the building from the point of separation into single use servicing that services RESIDENTIAL ONLY	The facility includes for the inspection, cleaning, routine maintenance & repairs and replacement of this facility inclusive of but not limited to - pipe work / infrastructure solely servicing the Residential Sydney Water Meter located - infrastructure to and within residential units - fire hose reels, Hydrants & tank - any other service supplied.	Lot 2 Lot 3	See Division of Costs for apportionment of shared facility. It is to be noted that the water usage cost is to be met by lots 2 and 3 and reimbursed by Lot 1 for its percentage of water use as derived from the SH 26 private meter that is to be constructed. It is advised that this private meter will be located in Basement 1 Plant room at rear of visitor parking.
Facility No. 25c	Retail Lot 1 Sydney Water Meter - Mains Cold water supply and Infrastructure	Water mains supply and infrastructure throughout the building from the point of separation into single use servicing that services RETAIL Lot 1 ONLY	The facility includes for the inspection, cleaning, routine maintenance & repairs and replacement of this facility inclusive of but not limited to - pipe work / infrastructure solely servicing the Retail Sydney Water Meter located - infrastructure to and within retail lots - Commercial toilets - any other service supplied.	Lot 1	See Division of Costs for apportionment of shared facility
Shared Facility No. 26	External Area Waterproofing to Carpark	Outdoor areas of residential and retail that is located above carpark	The inspection, cleaning, routine maintenance & repairs and replacement of the waterproofing to these items.	Lot 1 Lot 2 Lot 3	A private meter is to be constructed to determine this water usage. It is advised that this meter will be located in Basement 1 Plant room at rear of visitor parking. See Division of Costs for apportionment of shared facility
Shared Facility No. 27a	Shared Outdoor Accessways, Public Art, Landscaped Garden Areas and Irrigation Infrastructure	Ground Level External areas located within All Lots that has shared access	The facility includes for the inspection, cleaning, routine maintenance, repairs and replacement of this facility inclusive of but not limited to Public Art, pavers, tiles, plants, soils and waterproofing irrigation pipes, pit & pumps associated with this facility.	Lot 1 Lot 2 Lot 3	See Division of Costs for apportionment of shared facility
Shared Facility No. 27b	Residential Landscaped Garden Area and Irrigation Infrastructure	Ground Level Garden Area located within Lots 2 & 3 that is shared and not shared with Lot 1	The facility includes for the inspection, cleaning, routine maintenance, repairs and replacement of this facility inclusive of but not limited to plants, soils and waterproofing irrigation pipes, pit & pumps associated with this facility.	Lot 2 Lot 3	See Division of Costs for apportionment of shared facility
Facility No. 27c	Residential Landscaped Garden Area and Irrigation Infrastructure	Any area with Lot 2 not shared and the Upper Level Garden and Pool Area located within Lot 2	The facility includes for the inspection, cleaning, routine maintenance, repairs and replacement of this facility inclusive of but not limited to all associated pool structures plant, pumps, pipes services associated with this service and all plants, soils and waterproofing irrigation pipes, pit & pumps associated with this facility	Lot 2	Residential Lot 2 Use Only



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Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes
Facility No. 27d	Residential Landscaped Garden Area and Irrigation Infrastructure	Any area within Lot 3 not shared	The facility includes for the inspection, cleaning, routine maintenance, repairs and replacement of this facility inclusive of but not limited to plants, soils and waterproofing irrigation pipes, pit & pumps associated with this facility.	Lot 3	Residential Lot 3 Use Only
Facility No. 28	Kitchen Exhaust	To be constructed within retail lot	The inspection, cleaning, routine maintenance and repairs and replacement of this facility.	Lot 1	Retail Lot 1 Use Only
Facility No. 29	Grease Trap / Arrestor	To be constructed within retail lot	This facility traps & holds grease from retail usage and includes for the inspection, cleaning, routine maintenance & repairs.	Lot 1	Retail Lot 1 Use Only
Facility No. 30	Retail Signage	Attached to outside face of buildings.	This facility includes without limitation the routine maintenance, repair and replacement as necessary. Electricity costs are metered by Retail meter.	Lot 1	Retail Lot 1 Use Only
Shared Facility No. 31a	Pest Control	All Areas of the Residential Buildings, carparks and ground floor openspace areas including shared public accessway.	Regular inspection of Shared Facilities for pest inspection & treatment for pests as necessary of all areas including fire stairs, residential garbage waste disposal, storage rooms and ground floor open space areas including the shared accessway.	Lot 1 Lot 2 Lot 3	See Division of Costs for apportionment of shared facility. This facility does not include for future retail areas other than noted.
Facility No. 31b	Pest Control	All Retail Building Area and garbage Area / rooms that require this facility.	Regular inspection of Shared Facilities for pest inspection & treatment for pests as necessary of all retail areas including waste disposal & storage rooms and excluding carpark and shared open space as noted in item above	Lot 1	Retail Lot 1 Use Only
Shared Facility No. 32	Insurance building / Public Liability / Other		The costs associated with item relates to Office Bearers, Building replacement & Public Liability insurance premiums.	Lot 1 Lot 2 Lot 3	Costs of this facility are to be determined upon the BMCs receipt of Insurance valuation for replacement cost of the building.
Shared Facility No. 33	Consultants & Legal Fees		Appointed to assist the committee to perform its functions.	Lot 1 Lot 2 Lot 3	See Division of Costs for apportionment of shared facility

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Reference	Shared Facility	Location	Description/Purpose	Member Benefited	Explanatory Notes
Shared Facility No. 34	Strata Management / Building Management		Appointed to assist the committee to perform its functions.	Lot 1 Lot 2 Lot 3	See Division of Costs for apportionment of shared facility
Shared Facility No. 35	Accounting, Audits and Taxation		Appointed to assist the committee to perform its functions.	Lot 1 Lot 2 Lot 3	See Division of Costs for apportionment of shared facility
Shared Facility No. 36	Sinking Fund Forecast		Sinking Fund forecast established to set sinking fund levies for the renewal & replacement of Shared Facilities.	Lot 1 Lot 2 Lot 3	See Division of Costs for apportionment of shared facility
Shared Facility No. 37	Shared Facilities not listed above		Any facility not noted in the register that maybe deemed to be a shared facility and the percentage is not determined.	Lot 1 Lot 2 Lot 3	See Division of Costs for apportionment of shared facility



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Reference	Shared Facility	Lot 1 Retail	Lot 2 Building A	LOT 3 Building B	Explanation
Shared Facility No. 1a	Vehicular Access to Basement Carpark and Main Entry roller shutter	8%	60%	32%	Costs shared based upon ratio of number of carspaces. Lot 1- 31, Lot 2 - 209 Lot 3 - 105. Visitors 31 & 2 service vehicles. Total car spaces 376 (excluding 2 service bays and allocation of visitors 50/50 to Buildings A and B)
Shared Facility No. 1b	Carwash Bay and associated facilities		66%	34%	Costs shared based upon ratio of number of carspaces. Lot 2 - 209 Lot 3 - 105. Total 314
Shared Facility No. 2a	Basement Fire Stairs / Accessways	8%	60%	32%	Costs shared based upon ratio of number of carspaces. Lot 1- 31, Lot 2 - 209 Lot 3 - 105. Visitors 31 & 2 service vehicles. Total car spaces 376 (excluding 2 service bays and allocation of visitors 50/50 to Buildings A and B)
Shared Facility No. 2b	Fire Stairs / Accessways		61%	39%	Cost shared based upon the current approved approx ratio of Tower Gross floor Areas. It is noted that this gross floor area may require updating upon any subsequent additional unit approval. Lot 2 = 13889 sqm Lot 3 = 8890 sqm
Facility No. 2c	Retail Fire Stairs / Accessways	100%			Retail Lot 1 Use Only
Facility No. 2d	Residential Fire Stairs / Accessways		100%		Residential Lot 2 Use Only
Facility No. 2e	Residential Fire Stairs / Accessways			100%	Residential Lot 3 Use Only
Shared Facility No. 3a	Carpark basement Boom gates		60%	40%	Costs shared based upon ratio of number of carspaces located in basement level 2 and 3. Lot 2 - 153 Lot 3 - 105. Total car spaces 258
Shared Facility No. 4	Carpark Exhaust and Fresh Air Intake	7%	67%	26%	Cost shared based upon the ratio of approx Carpark Gross floor Areas of each lot inclusive of basement non shared carspaces and driveways and excluding shared Ramp/driveway, path areas. It is noted that this gross floor area may require updating upon any subsequent additional unit approval.

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Reference	Shared Facility	Lot 1 Retail	Lot 2 Building A	LOT 3 Building B	Explanation
Facility No. 5a	Lift A1 & A2		100%		Residential Lot 2 Use Only
Shared Facility No. 5b	Lift B3 & B4		12%	88%	Costs shared based upon total number of floors accessible and 50% usage of shared floors accessible.
Facility No. 5c	Lift Retail	100%			Retail Lot 1 Use Only
Shared Facility No. 5d	Garbage / Goods Hoist		61%	39%	Cost shared based upon the current approved approx ratio of Tower Gross floor Areas. It is noted that this gross floor area may require updating upon any subsequent additional unit approval. Lot 2 = 13889 sqm Lot 3 = 8890 sqm
Facility No. 6a	Residential Hot Water		100%		Residential Lot 2 Use Only
Facility No. 6b	Residential Hot Water			100%	Residential Lot 3 Use Only
Facility No. 6c	Retail Hot Water	100%			Retail Lot 1 Use Only
Facility No. 7a	Letterboxes		100%		Residential Lot 2 Use Only
Facility No. 7b	Letterboxes			100%	Residential Lot 3 Use Only



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Reference	Shared Facility	Lot 1 Retail	Lot 2 Building A	LOT 3 Building B	Explanation
Shared Facility No. 8a	Mains Electrical Infrastructure & Services	2%	63%	35%	Cost shared based upon the ratio of approx Tower/Basement Gross floor Areas of each lot inclusive of tower areas, basement non shared carspaces/ driveways and excluding shared Ramp/driveway, path areas, ground floor open space and shared Public accessway. It is noted that this gross floor area may require updating upon any subsequent additional unit approval. Therefore Lot 1 carpark spaces Only = 944 sqm Lot 2 basement and tower = 22975 sqm Lot 3 basement and tower = 12520 sqm
Facility No. 8b	Building A Electrical Infrastructure		100%		Residential Lot 2 Use Only
Facility No. 8c	Building B Electrical Infrastructure			100%	Residential Lot 3 Use Only
Facility No. 8d	Retail Lot 1 Electrical Infrastructure & Services	100%			Retail Lot 1 Use Only
Shared Facility No. 9	Shared Essential Services - Infrastructure - equipment - services	2%	63%	35%	Cost shared based upon the ratio of approx Tower/Basement Gross floor Areas of each lot inclusive of tower areas, basement non shared carspaces/ driveways and excluding shared Ramp/driveway, path areas, ground floor open space and shared Public accessway. It is noted that this gross floor area may require updating upon any subsequent additional unit approval. Therefore Lot 1 carpark spaces Only = 944 sqm Lot 2 basement and tower = 22975 sqm Lot 3 basement and tower = 12520 sqm
Facility No. 10	Future Retail Lot 1 ONLY Essential Services - Infrastructure - equipment - services	100%			Retail Lot 1 Use Only
Shared Facility No. 11	Essential Services - Consumption - Supply	2%	63%	35%	Cost shared based upon the ratio of approx Tower/Basement Gross floor Areas of each lot inclusive of tower areas, basement non shared carspaces/ driveways and excluding shared Ramp/driveway, path areas, ground floor open space and shared Public accessway. It is noted that this gross floor area may require updating upon any subsequent additional unit approval. Therefore Lot 1 carpark spaces Only = 944 sqm Lot 2 basement and tower = 22975 sqm Lot 3 basement and tower = 12520 sqm

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Reference	Shared Facility	Lot 1 Retail	Lot 2 Building A	LOT 3 Building B	Explanation
Shared Facility No.12a	Residential Common Mains Electricity Meter Consumption - Supply	2%	63%	35%	Cost shared based upon the ratio of approx Tower / Basement Gross floor Areas of each lot inclusive of tower areas, basement non shared carspaces / driveways and excluding shared Ramp / driveway, path areas, ground floor open space and shared Public accessway. It is noted that this gross floor area may require updating upon any subsequent additional unit approval. Therefore Lot 1 carpark spaces Only = 944 sqm Lot 2 basement and tower = 22975 sqm Lot 3 basement and tower = 12520 sqm
Shared Facility No. 13	Fire Control systems, Main and sub board Fire Panels & Facilities	2%	63%	35%	Cost shared based upon the ratio of approx Tower / Basement Gross floor Areas of each lot inclusive of tower areas, basement non shared carspaces / driveways and excluding shared Ramp / driveway, path areas, ground floor open space and shared Public accessway. It is noted that this gross floor area may require updating upon any subsequent additional unit approval. Therefore Lot 1 carpark spaces Only = 944 sqm Lot 2 basement and tower = 22975 sqm Lot 3 basement and tower = 12520 sqm
Shared Facility No. 14	Fire Alarm Monitoring	2%	63%	35%	Cost shared based upon the ratio of approx Tower / Basement Gross floor Areas of each lot inclusive of tower areas, basement non shared carspaces / driveways and excluding shared Ramp / driveway, path areas, ground floor open space and shared Public accessway. It is noted that this gross floor area may require updating upon any subsequent additional unit approval. Therefore Lot 1 carpark spaces Only = 944 sqm Lot 2 basement and tower = 22975 sqm Lot 3 basement and tower = 12520 sqm
Shared Facility No. 15	Security System	2%	63%	35%	Cost shared based upon the ratio of approx Tower / Basement Gross floor Areas of each lot inclusive of tower areas, basement non shared carspaces / driveways and excluding shared Ramp / driveway, path areas, ground floor open space and shared Public accessway. It is noted that this gross floor area may require updating upon any subsequent additional unit approval. Therefore Lot 1 carpark spaces Only = 944 sqm Lot 2 basement and tower = 22975 sqm Lot 3 basement and tower = 12520 sqm
Facility No. 16a	Residential Air conditioning		100%		Residential Lot 2 Use Only
Facility No. 16b	Residential Air conditioning			100%	Residential Lot 3 Use Only



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Reference	Shared Facility	Lot 1 Retail	Lot 2 Building A	LOT 3 Building B	Explanation
Shared Facility No. 17	Gas Infrastructure		61%	39%	Cost shared based upon the current approved approx ratio of Tower Gross floor Areas. It is noted that this gross floor area may require updating upon any subsequent additional unit approval. Lot 2 = 13889 sqm Lot 3 = 8890 sqm
Shared Facility No. 18	MDF Comms Room		61%	39%	Cost shared based upon the current approved approx ratio of Tower Gross floor Areas. It is noted that this gross floor area may require updating upon any subsequent additional unit approval. Lot 2 = 13889 sqm Lot 3 = 8890 sqm
Shared Facility No. 19	Residential Telephone / NBN / PayTV Communications		61%	39%	Cost shared based upon the current approved approx ratio of Gross floor Areas. It is noted that this gross floor area may require updating upon any subsequent additional unit approval. Lot 2 = 13889 sqm Lot 3 = 8890 sqm
Shared Facility No. 20a	Residential Garbage & Waste Removal - maintenance and cleaning		61%	39%	Cost shared based upon the current approved approx ratio of Tower Gross floor Areas. It is noted that this gross floor area may require updating upon any subsequent additional unit approval. Lot 2 = 13889 sqm Lot 3 = 8890 sqm
Facility No. 20b	Retail Garbage & Waste Removal - maintenance and cleaning	100%			Retail Lot 1 Use Only
Shared Facility No. 21a	Residential External façade / Windows / Awning		61%	39%	Cost shared based upon the current approved approx ratio of Tower Gross floor Areas. It is noted that this gross floor area may require updating upon any subsequent additional unit approval. Lot 2 = 13889 sqm Lot 3 = 8890 sqm
Facility No. 21b	Retail Heritage External façade / Windows / Awning	100%			Retail Lot 1 Use Only
Shared Facility No. 22a	Sewerage System		61%	39%	Cost shared based upon the current approved approx ratio of Tower Gross floor Areas. It is noted that this gross floor area may require updating upon any subsequent additional unit approval. Lot 2 = 13889 sqm Lot 3 = 8890 sqm

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Reference	Shared Facility	Lot 1 Retail	Lot 2 Building A	LOT 3 Building B	Explanation
Shared Facility No. 22b	Residential Sydney Water Sewerage Servicing costs		61%	39%	Cost shared based upon the current approved approx ratio of Gross floor Areas. It is noted that this gross floor area may require updating upon any subsequent additional unit approval. Lot 2 = 13889 sqm Lot 3 = 8890 sqm
Facility No. 22c	Retail Lot 1 Sydney Water Sewerage Servicing costs	100%			Retail Lot 1 Use Only
Shared Facility No. 23	Stormwater System	2%	63%	35%	Cost shared based upon the ratio of approx Tower / Basement Gross floor Areas of each lot inclusive of tower areas, basement non shared carspaces / driveways and excluding shared Ramp / driveway, path areas, ground floor open space and shared Public accessway. It is noted that this gross floor area may require updating upon any subsequent additional unit approval. Therefore Lot 1 carpark spaces Only = 944 sqm Lot 2 basement and tower = 22975 sqm Lot 3 basement and tower = 12520 sqm
Shared Facility No. 24	Cold Water Residential Booster Pump		61%	39%	Cost shared based upon the current approved approx ratio of Tower Gross floor Areas. It is noted that this gross floor area may require updating upon any subsequent additional unit approval. Lot 2 = 13889 sqm Lot 3 = 8890 sqm
Shared Facility No. 25	Mains Cold Water Supply Infrastructure - Mains Meter		61%	39%	Cost shared based upon the current approved approx ratio of Tower Gross floor Areas. It is noted that this gross floor area may require updating upon any subsequent additional unit approval. Lot 2 = 13889 sqm Lot 3 = 8890 sqm
Shared Facility No. 25b	Residential Sydney Water Meter - Mains Cold water supply and Infrastructure		61%	39%	Cost shared based upon the current approved approx ratio of Gross floor Areas. It is noted that this gross floor area may require updating upon any subsequent additional unit approval. Lot 2 = 13889 sqm Lot 3 = 8890 sqm
Facility No. 25c	Retail Lot 1 Sydney Water Meter - Mains Cold water supply and Infrastructure	100%			Retail Lot 1 Use Only



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Reference	Shared Facility	Lot 1 Retail	Lot 2 Building A	LOT 3 Building B	Explanation
Shared Facility No. 26	External Area Waterproofing to Carpark	7%	67%	26%	Cost shared based upon the ratio of approx Carpark Gross floor Areas of each lot inclusive of basement non shared carspaces and driveways and excluding shared Ramp / driveway, path areas. It is noted that this gross floor area may require updating upon any subsequent additional unit approval.
Shared Facility No. 27a	Shared Outdoor Accessways, Public Art, Landscaped Garden Areas and Irrigation Infrastructure	33%	33%	33%	Cost shared based upon equal benefit of this shared facility. In the instance of this percentage a decimal has been provided
Shared Facility No. 27b	Residential Landscaped Garden Area and Irrigation Infrastructure		61%	39%	Cost shared based upon the current approved approx ratio of Tower Gross floor Areas. It is noted that this gross floor area may require updating upon any subsequent additional unit approval. Lot 2 = 13889 sqm Lot 3 = 8890 sqm
Facility No. 27c	Residential Landscaped Garden Area and Irrigation Infrastructure		100%		Residential Lot 2 Use Only
Facility No. 27d	Residential Landscaped Garden Area and Irrigation Infrastructure			100%	Residential Lot 3 Use Only
Facility No. 28	Kitchen Exhaust	100%			Retail Lot 1 Use Only
Facility No. 29	Grease Trap / Arrestor	100%			Retail Lot 1 Use Only
Facility No. 30	Retail Signage	100%			Retail Lot 1 Use Only
Shared Facility No. 31a	Pest Control	2%	63%	35%	Cost shared based upon the ratio of approx Tower / Basement Gross floor Areas of each lot inclusive of tower areas, basement non shared carspaces / driveways and ground floor open space and excluding shared Ramp / driveway, path areas and shared Public accessway. It is noted that this gross floor area may require updating upon any subsequent additional unit approval.

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Reference	Shared Facility	Lot 1 Retail	Lot 2 Building A	LOT 3 Building B	Explanation
Facility No. 31b	Pest Control	100%			Retail Lot 1 Use Only
Shared Facility No. 32	Insurance building / Public Liability / Other				Allocation to be based upon premium breakdown as obtained from insurance broker taking into consideration the risk loading for each lot and the requirements of the Act.
Shared Facility No. 33	Consultants & Legal Fees	2%	63%	35%	Cost shared based upon the ratio of approx Tower / Basement Gross floor Areas of each lot inclusive of tower areas, basement non shared carspaces / driveways and excluding shared Ramp / driveway, path areas, ground floor open space and shared Public accessway. It is noted that this gross floor area may require updating upon any subsequent additional unit approval.
Shared Facility No. 34	Strata Management / Building Management	2%	63%	35%	Cost shared based upon the ratio of approx Tower / Basement Gross floor Areas of each lot inclusive of tower areas, basement non shared carspaces / driveways and ground floor open space and excluding shared Ramp / driveway, path areas and shared Public accessway. It is noted that this gross floor area may require updating upon any subsequent additional unit approval.
Shared Facility No. 35	Accounting, Audits and Taxation	2%	63%	35%	Cost shared based upon the ratio of approx Tower / Basement Gross floor Areas of each lot inclusive of tower areas, basement non shared carspaces / driveways and ground floor open space and excluding shared Ramp / driveway, path areas and shared Public accessway. It is noted that this gross floor area may require updating upon any subsequent additional unit approval.
Shared Facility No. 36	Sinking Fund Forecast	2%	63%	35%	Cost shared based upon the ratio of approx Tower / Basement Gross floor Areas of each lot inclusive of tower areas, basement non shared carspaces / driveways and ground floor open space and excluding shared Ramp / driveway, path areas and shared Public accessway. It is noted that this gross floor area may require updating upon any subsequent additional unit approval.
Shared Facility No. 37	Shared Facilities not listed above	2%	63%	35%	Cost shared based upon the ratio of approx Tower / Basement Gross floor Areas of each lot inclusive of tower areas, basement non shared carspaces / driveways and ground floor open space and excluding shared Ramp / driveway, path areas and shared Public accessway. It is noted that this gross floor area may require updating upon any subsequent additional unit approval.



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Strata Management Statement

20 Shepherd Street, Liverpool

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Strata Management Statement

20 Shepherd Street, Liverpool

## Details

Date:

Building Address: 20 Shepherd Street, Liverpool

Building details

as a date of

Registration of Strata Plan:

Description	Type of Building	Composition	Lot Number
Retail	Stratum Building	Retail Lot comprising; ground floor retail, loading bay, basement parking and associated service areas.	Lot 1
Residential	Strata Building	Residential Lot which contains; Building A, basement parking and associated service areas.	Lot 2
Residential	Strata Building	Residential Lot which contains; Building B, basement parking and associated service areas.	Lot 3

Registered Strata Plan Number:

Registered Stratum Plan Number:



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## Strata Management Statement

20 Shepherd Street, Liverpool

## Signing page

Signed as an agreement

Signed by Shepherd  
Street Developments

Pty Ltd ACN 600 688

120 in accordance with

s127(1) of the  
Corporations Act 2001(Gth) Power of  
attorney BK. 4733 No. 846

in the presence of:

sign

Office (director)

full name

Office (director)

sign

Office (sole director or secretary)

full name

CONSENT OF MORTGAGEE

## SIGNED, SEALED AND DELIVERED

by DAVID JAMES KELLEHER as

attorney for FCCD (AUSTRALIA)

NOMINEE PTY LIMITED ACN 134 182

657 under power of attorney registered

book 4558 no. 579 in the presence of:

Signature of witness

GEOFFREY ZIMAN

Name of witness (block letters)

50 BRIDGE STREET, SYDNEY

Address of witness (block letters)

## SIGNED, SEALED AND DELIVERED

by JOHN LANDERER as attorney for

IRENE PARIS CAMILLO under power

of attorney registered book 4679 no.

850 in the presence of:

Signature of witness

David Malouf

Name of witness (block letters)

133 Canterbury St.

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

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

**PLANNING CERTIFICATE UNDER SECTION 10.7  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

**Ref.:** CS18186:66530  
**Ppty:** 189577

**Cert. No.:** 6816

**Applicant:**  
YOUR LEGAL COMPANY  
LEVEL 1, 6/90 JOHN ST  
CABRAMATTA NSW 2166

**Receipt No.:** 3970017  
**Receipt Amt.:** 53.00  
**Date:** 18-Jun-2018

The information in this certificate is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2000. The information has been extracted from Council's records, as they existed at the date listed on the certificate. Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

The information in this certificate is applicable to the land described below.

**Legal Description:** LOT 15 SP 96748

**Street Address:** 105/ 6B ATKINSON STREET, LIVERPOOL NSW 2170

*Note: Items marked with an asterisk (\*) may be reliant upon information transmitted to Council by a third party public authority. The accuracy of this information cannot be verified by Council and may be out-of-date. If such information is vital for the proposed land use or development, applicants should instead verify the information with the appropriate authority.*

*Note: Commonly Used Abbreviations:*

**LEP:** Local Environmental Plan  
**DCP:** Development Control Plan  
**SEPP:** State Environmental Planning Policy  
**EPI:** Environmental Planning Instrument



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**Web** [www.liverpool.nsw.gov.au](http://www.liverpool.nsw.gov.au) **NRS** 13 36 77 **ABN** 84 181 182 471



## 1. Names of relevant planning instruments and DCPs

(a) The name of each EPI that applies to the carrying out of development on the land is/are listed below:

LEPs:

**Liverpool LEP 2008**

SEPPs\*:

**SEPP No. 33 – Hazardous and Offensive Development**  
**SEPP No. 50 – Canal Estate Development**  
**SEPP No. 55 – Remediation of Land**  
**SEPP No. 62 – Sustainable Aquaculture**  
**SEPP No. 65 – Design Quality of Residential Flat Development**  
**SEPP (Building Sustainability Index: BASIX) 2004**  
**SEPP No. 70 – Affordable Housing (Revised Schemes)**  
**SEPP (Infrastructure) 2007**  
**SEPP (Mining, Petroleum Production and Extractive Industries) 2007**  
**SEPP (Miscellaneous Consent Provisions) 2007**  
**SEPP (State and Regional Development) 2011**  
**SEPP (Education Establishments and Child Care Facilities) 2017**  
**SEPP (Vegetation in Non-Rural Areas) 2017**  
**SEPP No 19 – Bushland in Urban Areas**  
**SEPP No 21 – Caravan Parks**  
**SEPP No 30 – Intensive Agriculture**  
**SEPP No 44 – Koala Habitat Protection**  
**SEPP (Exempt and Complying Development Codes) 2008**  
**SEPP No 64 – Advertising and Signage**  
**SEPP (Affordable Rental Housing) 2009**  
**SEPP (Housing for Seniors or People with a Disability) 2004**

Deemed SEPPs\*:

**Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment**

(b) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation).

Draft LEPs:

**N/A**

Draft SEPPs\*:

**Draft SEPP (Competition) 2010**

(c) The name of each DCP that applies to the carrying out of development on the land.

**Liverpool DCP 2008**



## 2. Zoning and land use under relevant LEPs and /or SEPPs

This section contains information required under subclauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000. Subclause 2 of the regulation requires Council to provide information with respect to zoning and land-use in areas zoned by, or proposed to be zoned by, a LEP. Subclause 2A of Schedule 4 of the regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned by, or proposed to be zoned by, the SEPP (Sydney Region Growth Centres) 2006. The land use and zoning information under any EPI applying to the land is given below.

- (a) Name of zone, and the EPI from which the land zoning information is derived.

**R4 High Density Residential - Liverpool LEP 2008**

- (b) The purposes for which development may be carried out within the zone without the need for development consent

**Home-based child care; Home occupations**

- (c) The purposes for which development may not be carried out within the zone except with development consent

**Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Kiosks; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Residential care facilities; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Serviced apartments; Shop top housing**

- (d) The purposes for which the instrument provides that development is prohibited within the zone

**Any development not specified in item (b) or (c)**

- (e) If a dwelling house is a permitted use, are there any principal development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house?

No

- (f) Does the land include or comprise critical habitat?

No



(g) Is the land is in a conservation area (however described):

**No**

(h) Is there an item of environmental heritage (however described) situated on the land

**Yes**

### 3. Complying development

The information below outlines whether complying development is permitted on the land as per the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 SEPP of the (Exempt and Complying Development Codes) 2008.

The first column identifies the code(s). The second column describes the extent of the land in which exempt and complying development is permitted for the code(s) given to the immediate left. The third column indicates the reason as to why exempt and complying development is prohibited on some or all of the land, and will be blank if such development is permitted on all of the land.

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
General Housing Code and Rural Housing Code	<b>None</b>	<p>All of the land is identified as a <b>local heritage item</b> (Clause 1.17A(1)(d)(iii))</p> <p>Part of the land is identified as being within the <b>foreshore area</b> (Clause 1.19(1)(g) or Clause 1.19(5)(h))</p> <p>Part of the land is identified as being <b>environmentally sensitive land</b> (Clause 1.17A(e))</p>

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
Commercial and Industrial (New Buildings and Additions) Code	None	All of the land is identified as a <b>local heritage item</b> (Clause 1.17A(1)(d)(iii))  Part of the land is identified as being within the <b>foreshore area</b> (Clause 1.19(1)(g) or Clause 1.19(5)(h))  Part of the land is identified as being <b>environmentally sensitive land</b> (Clause 1.17A(e))
General Development Code, Fire Safety Code, Housing Alterations Code, Commercial and Industrial Alterations Code, Subdivisions Code, and Demolition Code	None	All of the land is identified as a <b>local heritage item</b> (Clause 1.17A(1)(d)(iii))  Part of the land is identified as being <b>environmentally sensitive land</b> (Clause 1.17A(e))

Note: If council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement below will describe that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Nil

#### 4. Coastal protection\*

Has the Department of Finance, Services and Innovation notified Council of the land being affected by 38 or 39 of the Coastal Protection Act, 1979?

No

#### 4A. Certain information relating to beaches and coasts\*





- (a) Has an order has been made under Part 4D of the Coastal Protection Act 1979 on the land (or on public land adjacent to that land)?

**No**

- (b) Has Council been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works have been placed on the land (or on public land adjacent to that land), and if works have been so placed, is council is satisfied that the works have been removed and the land restored in accordance with that Act?

**Not applicable**

**4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works\***

Has the owner (or any previous owner) of the land consented, in writing, that the land is subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

**No**

**5. Mine subsidence\***

Is the land a proclaimed to mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

**No**

**6. Road widening and road realignment**

Is the land is affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993?\*

**No**

- (b) An EPI?

**No**

- (c) A resolution of the council?

**No**

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

The following table lists hazard/risk policies that have been adopted by Council (or prepared by another public authority and subsequently adopted by Council). The right-most column indicates whether the land is subject to those policies.

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
<b>Landslip hazard</b>	Nil	<b>No</b>
<b>Bushfire hazard</b>	Liverpool DCP 2008	<b>No</b>
	Liverpool Growth Centre Precincts DCP*	<b>No</b>
	Edmondson Park South DCP 2012	<b>No</b>
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	<b>No</b>
	Pleasure Point Bushfire Management Plan	<b>No</b>
<b>Tidal inundation</b>	Nil	<b>No</b>
<b>Subsidence</b>	Nil	<b>No</b>
<b>Acid Sulphate Soils</b>	Liverpool LEP 2008	<b>Yes</b>
	Liverpool DCP 2008	<b>Yes</b>
<b>Potentially Contaminated Land</b>	Liverpool DCP 2008	<b>Yes, see section 10 of Part 1 of the Liverpool DCP 2008</b>
	Liverpool Growth Centre Precincts DCP*	<b>No</b>
<b>Potentially Saline Soils</b>	Liverpool DCP 2008	<b>Yes</b>
	Liverpool Growth Centre Precincts DCP*	<b>No</b>

Note: Land for which a policy applies does not confirm that the land is affected by that hazard/risk. For example, all land for which the Liverpool DCP applies is subject to controls relating to contaminated land, as this policy contains triggers and procedures for identifying potential contamination. Applicants are encouraged to review the relevant policy, and other sections of this certificate, to determine what effect, if any, the policy may have on the land.

## 7A. Flood related development controls information

(a) For the purpose of residential accommodation (excluding group homes or seniors housing), is the land, or part of the land, within the flood planning area and subject to flood planning controls?

Yes



For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

(b) Is development on that land, or part of the land, for any other purpose subject to flood related development controls?

Yes

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

*Note: Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.*

## **8. Land reserved for acquisition**

Does a LEP, draft LEP, SEPP or draft SEPP identify the acquisition of the land, or part of the land, by a public authority, as referred to in section 3.15 of the Act?

No

## **9. Contribution Plans**

**Liverpool Contributions Plan 2007 - Liverpool City Centre**

### **9A. Biodiversity certified land\***

Is the land, or part of the land, biodiversity certified land (within the meaning of Part 8 of the Biodiversity Conservation Act 2016)?

No

## **10. Biobanking agreements\***

Is the land subject to a bio-banking agreement under Part 6 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

No

## **10A. Native vegetation clearing set asides**

Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013?

No, Liverpool is excluded from section 60ZC of the Local Land Services Act 2013

## **11. Bushfire prone land**

Is the land or part of the land, bushfire prone land as defined by the EP&A Act 1979?



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**Web** [www.liverpool.nsw.gov.au](http://www.liverpool.nsw.gov.au) **NRS** 13 36 77 **ABN** 84 181 182 471

No

## 12. Property vegetation plans\*

Is Council aware of the land being subject to a Property Vegetation Plan under the Native Vegetation Act 2003?

No, Liverpool is excluded from the operation of the Native Vegetation Act 2003

## 13. Orders under Trees (Disputes between Neighbours) Act 2006\*

Does an order, made under the Trees (Disputes Between Neighbours) Act 2006 in relation to carrying out of work in relation to a tree on the land, apply?

No, Council has not been notified of an order

## 14. Directions under Part 3A\*

Is there a direction (made by the Minister) that a provision of an EPI in relation to a development does not have effect?

No

## 15. Site compatibility certificates and conditions for seniors housing\*

(a) Is there is a current site compatibility certificate (seniors housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

## 16. Site compatibility certificates for infrastructure\*

(a) Is there is a current site compatibility certificate (infrastructure), in respect of proposed development on the land?

No, Council has not been notified of an order

## 17. Site compatibility certificates and conditions for affordable rental housing\*

Is there is a current site compatibility certificate (Affordable housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

## 18. Paper subdivision information\*



Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land? If so the date of the subdivision order that applies to the land.

No

### **19. Site verification certificates\***

Does a current site verification certificate, apply to the land?

No, Council is not aware of a site verification certificate

### **20. Loose-fill asbestos insulation \***

Is a dwelling on the land listed on the register (maintained by the NSW Department of Fair Trading) as containing loose-fill asbestos insulation?

No

Note: despite any listing on the register, any buildings constructed before 1980 may contain loose-fill asbestos insulation or other asbestos products.

### **21. Affected building notices and building product rectification orders\***

Is there any affected building notice (as in Part 4 of the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land?

No

Is there any building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

Is there any notice of intention to make a building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware has been given in respect of the land and is outstanding?

No

### **22. Contaminated land**

Is the land:

(a) Significantly contaminated land within the meaning of that Act?

No

(b) Subject to a management order within the meaning of that Act?

No

(c) Subject of an approved voluntary management proposal within the meaning of that Act?

No

(d) Subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Subject of a site audit statement within the meaning of that Act? \*

No

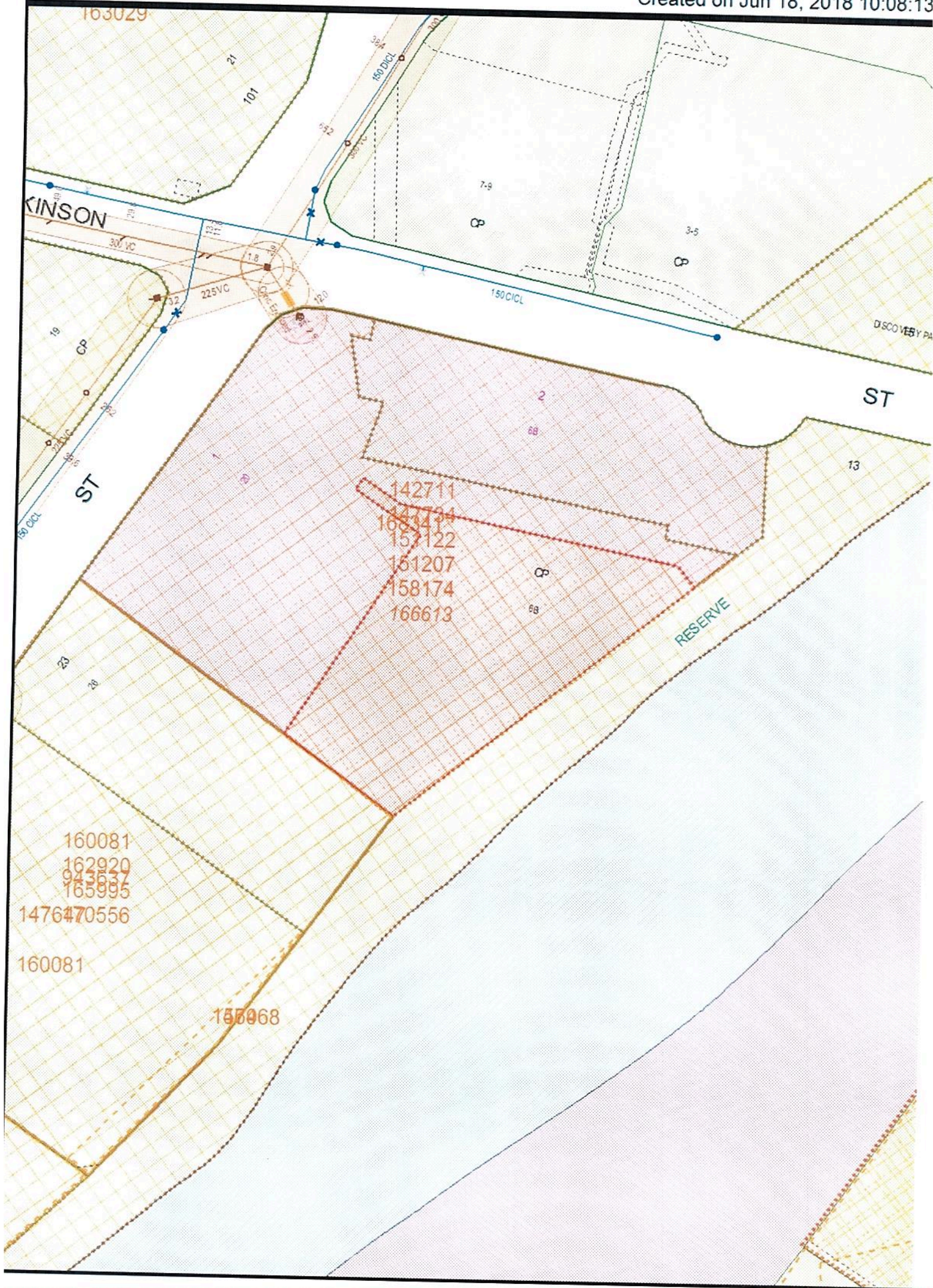
Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997.



For further information, please contact  
CALL CENTRE – 1300 36 2170

Luke West  
Administration Services Coordinator  
Liverpool City Council







No. 458250  
CALISTO F/2 (Lot 2)

**SEWER AVAILABLE**  
 All the sewer is not available and a special inspection is required for the location of the sewer. In the vicinity of the bridge, a reference to the sewer position of the road is given.

For Home Services Company

