

**SP76418**

**Knox on Bowman, Stonecutters & Stages 3 & 4  
Distillery Hill**

**Bowman Street, Fyrmont  
Jacksons Landing**

**Strata Management Statement**

TERMS AND CONDITIONS NOT  
CHECKED IN LPI

1-3-2006



REGISTERED

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**Ss28R-28W(F) / Ss 57A-57F(L)**

*Strata Schemes (Freehold Development) Act 1973*

*Strata Schemes (Leasehold Development) Act 1986*

## **Strata Management Statement**

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

- i. an owners corporation of a strata scheme for part of the building;*
- ii. a proprietor, mortgagee in possession or lessee of any lot in such a strata scheme; and*
- iii. any other person in whom the fee simple of any part of the building concerned or its site (being a part affected by the Statement) is vested for the time being, or the mortgagee in possession or lessee of any such part. (Section 28W, Strata Schemes (Freehold Development) Act 1973; Section 57F, Strata Schemes (Leasehold Development) Act 1986.*

## **Introduction**

- A** The Developer is the registered proprietor of the Land.
- B** The Members who must comply with this Statement are the:
- (a) Knox on Bowman Owners Corporation;
  - (b) Stonecutters Owner;
  - (c) Stage 3 Owner; and
  - (d) Stage 4 Owner.
- C** This Statement is required by the Freehold Act and regulates the Members in respect of the control, management and maintenance of the Building.

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## 1 Definitions and Interpretation

### 1.1 Statutory Definitions

A word has the meaning given to it in the Act if:

- (a) it is defined in the Act; and
- (b) used but not defined in this Statement.

### 1.2 Further Definitions

In this Statement, these terms mean:

**Act** means the Freehold Act or the Management Act or both as the context requires.

**Additional Land** means so much of Lot 59 in the community plan of subdivision that is incorporated into a Strata Scheme which includes any part of Lot 66 in the plan of subdivision (whether or not that lot is further subdivided) and so much of the land as identified as Additional Land on the Indicative Plan of Additional Land.

**Building** comprises the improvements erected or intended to be erected on the Land.

**Building Management Committee** means the committee required by the Freehold Act and the subject of **clause 3**.

**Business Day** means a day on which banks in NSW are open for business but does not include a Saturday, Sunday or public holiday.

**Common Accessways** means the areas intended for access by Members, including but not limited to, areas the subject of the Easement for Access (A) and Easement for Fire Stairs (C) on deposited plan 270215.

**Common Property** means the common property created on registration of a Strata Plan.

**Community Management Statement** means the community management statement registered with the Community Plan.

**Community Plan** means deposited plan 270215.

**Construction Period** means the period starting on the date of this Statement and ending on the later of the date an occupation certificate issues for Stage 3 Lot and the date a Strata Plan is registered with respect to Stage 4 Lot.

**Defaulting Member** has the meaning stated in **clause 6.4(b)**.

**Developer** means Jacksons Landing Development Pty Limited ACN 073 932 206;

**Development Activities** has the same meaning as that term in the Community Management Statement as that term applies to the redevelopment of the Stonecutters Lot, Stage 3 Lot and Stage 4 Lot.

**Expert** means a person appointed under **clause 10.2(b)**.

**Freehold Act** means the *Strata Schemes (Freehold Development) Act 1973*.

**Garbage Room** means that area burdened by the easement for garbage room registered with the Strata Plan for the Stage 3 Lot.

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**Governmental Agency** means any government, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or other entity created by a government.

**Gymnasium** means the gymnasium constructed on Common Property;

**Gymnasium and Swimming Pool Area** means the Gymnasium and Swimming Pool located in Knox on Bowman or Stonecutters;

**Height Indicators** means markings located 500mm below fire sprinklers as required by Australian Standards;

**Indicative Plan of Additional Land** means the indicative plan of additional land annexed to this Statement.

**Insurance** means:

- (a) each insurance which the Building Management Committee must effect under the Management Act and this Statement; and
- (b) any other insurance which the Building Management Committee determines to effect.

**Knox on Bowman** means the Building known as Knox on Bowman.

**Knox on Bowman Common Property** means the Common Property of the Knox on Bowman Strata Scheme.

**Knox on Bowman Owners Corporation** means the owners corporation created on registration of the Strata Plan registered within this Statement.

**Knox on Bowman Strata Plan** means the Strata Plan registered no SP76418.

**Knox on Bowman Strata Scheme** means the strata scheme registered no SP76418.

**Land** means the land contained in Lots 63, 64 and 66 in the stratum plan of subdivision, as well as the Additional Land.

**Law** includes:

- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (b) a requirement, notice, order or direction received from or given by a statutory, public or other competent authority.

**Lots** means the Stonecutters Lot, Stage 3 Lot and Stage 4 Lot;

**Management Act** the *Strata Schemes Management Act* 1996.

**Management Fee** means the fee for the Strata Manager under **clause 114** and Manager under **clause 12** (and the proportion payable set out in Schedule 1).

**Manager** means a person who the Building Management Committee for the time being appoints as manager under **clause 12**.

**Members** means the Knox on Bowman Owners Corporation, the Stonecutters Owner, the Stage 3 Owner and the Stage 4 Owner.

**Ordinary Resolution** means a resolution which is passed at a meeting of the Building Management Committee by at least one half of those present and entitled to vote at the meeting.

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**Owners Corporation** means an owners corporation created upon registration of a Strata Plan.

**Parties** means the parties bound by this Statement as stated in **clause 2.2**.

**Plan** means the community plan of subdivision subdividing lot 56 in the Community Plan.

**Private Domain** means the private domain areas including hard and soft landscaping on the podium level between Knox on Bowman and Stonecutters.

**Secretary** means the person appointed by the Building Management Committee pursuant to **clause 5.3(a)(ii)**.

**Service** means:

- (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;
- (b) the provision of sewerage and drainage;
- (c) transmission by telephone, radio, television, satellite or other means;
- (d) the provision of security systems; and
- (e) any other facility, supply or transmission;

**Shared Costs** means the following expenses in relation to a Shared Facility:

- (a) in relation to a Shared Facility:
  - (i) repair, maintenance and operating costs;
  - (ii) renewal or replacement costs; and
  - (iii) any amount payable to a contractor under any maintenance agreement
- (b) costs of insurance;
- (c) the fees and administrative costs in relation to this Statement, the Building Management Committee and the Manager; and
- (d) any amount determined by Resolution to be Shared Costs.

**Shared Facilities** means:

- (a) the services, facilities, machinery and equipment referred to in Schedule 1;
- (b) any alterations, additions or replacement of those items;
- (c) any pipes, wires, cables and ducts connected to or forming part of these items but not those parts exclusively serving a Member's Lot of Common Property;
- (d) any items necessary to operate or service the facilities, such as cleaning equipment and materials;
- (e) any area in which the Shared Facilities are located; and
- (f) any services, facilities, machinery and equipment which the Building Management Committee determines by Resolution are Shared Facilities.

**Stage 3** means the subdivision of the Stage 3 Lot by a Strata Plan.

**Stage 3 and Stage 4 Pool Area** means the pool or other recreation facilities located in stages 3 or 4.

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**Stage 3 Lot** means lot 66 in the Plan or if this lot is subdivided by registration of a community plan of subdivision or a Strata Plan, the Strata Scheme created by the subdivision.

**Stage 3 Owner** means either:

- (a) the registered proprietor of the Stage 3 Lot; or
- (b) the Owners Corporation created on registration of a Strata Plan subdividing the Stage 3 Lot.

**Stage 4** means the subdivision of the Stage 4 Lot by a Strata Plan.

**Stage 4 Lot** means lot 66 in the Plan and the Additional Land (if applicable) or if this lot is subdivided by registration of a community plan of subdivision or a Strata Plan, the Strata Scheme created by the subdivision.

**Stage 4 Owner** means either:

- (a) the registered proprietor of the Stage 4 Lot; or
- (b) the Owners Corporation created on registration of a Strata Plan subdividing the Stage 4 Lot.

**Statement** means this Strata Management Statement.

**Stonecutters** means the subdivision of the Stonecutters Lot by a Strata Plan.

**Stonecutters Lot** means lot 64 in the stratum plan of subdivision or if this lot is subdivided by registration of a community plan of subdivision or a Strata Plan, the Strata Scheme created by the subdivision.

**Stonecutters Owner** means either:

- (a) the registered proprietor of the Stonecutters Lot; or
- (b) the Owners Corporation created on registration of a Strata Plan subdividing the Stonecutters Lot.

**Strata Manager** means the licensed strata managing agent appointed under **clause 11**.

**Strata Plan** means a strata plan under the Act.

**Strata Scheme** means a strata scheme created on registration of a Strata Plan under the Freehold Act.

**Unanimous Resolution** means a resolution which is passed at a meeting of the Building Management Committee against which no vote is cast.

## 1.3 Interpretation

In this Statement, a reference to:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) a defined word or phrase, then other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
- (d) month or monthly means calendar month or calendar monthly;
- (e) quarter means calendar quarter;

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- (i) a corporation, partnership, joint venture and government body;
- (ii) the legal representatives, successors and assigns of that person; and
- (iii) where the context permits, the employees, agents, contractors and invitees of that person;
- (g) a document includes a reference to that document as amended or replaced;
- (h) a thing includes a part of that thing and includes a right;
- (i) a part, clause, annexure, exhibit or schedule is a reference to an item of that type in this Statement;
- (j) a by-law, attachment or annexure means a by-law, schedule of, or an attachment or annexure to this Statement;
- (k) a Party to the Statement includes a reference to that party's successors and permitted assigns;
- (l) a Law includes all laws amending or replacing them;
- (m) a document is a reference to a document of any kind including an agreement in writing, a certificate, a notice, or an instrument;
- (n) a provision of this Statement is not to be construed against a Party solely on the ground that the Party is responsible for the preparation of this Statement or a particular provision;
- (o) an asset includes all property of any nature including a business, a right, a revenue and a benefit;
- (p) a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority;
- (q) "including" and similar expressions are not words of limitation.

## 1.4 Parties Bound Jointly and Individually

A covenant, representation, warranty or an agreement between more than one person binds them jointly and severally.

## 1.5 Headings

Headings and bolding are for guidance only and do not affect the construction of this Statement.

## 1.6 Business Day

- (a) If anything is required to be done under this Statement on a day which is not a Business Day then it must be done on the next Business Day.
- (b) If an event occurs on a day which is not a Business Day, or occurs later than 5.00 pm local time at the place that the event occurs the event is deemed to have occurred on the next Business Day in the place that the event occurs.
- (c) A reference to a day is a reference to a time period which begins at midnight and ends 24 hours later.
- (d) A reference to a period of time unless specifically written otherwise, excludes the first day of that period.

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## 2 Parties Bound and General Obligations

### 2.1 Members

- (a) The Building has four components, being the:
  - (i) Knox on Bowman Strata Scheme;
  - (ii) Stonecutters Lot;
  - (iii) Stage 3 Lot; and
  - (iv) Stage 4 Lot.
- (b) The owners of those four components are the Members of the Building Management Committee. They are the Knox on Bowman Owners Corporation, the Stonecutters Owner, the Stage 3 Lot Owner and the Stage 4 Lot Owner.
- (c) During the Construction Period the balance of the Building will be built in stages, intended on the date of this Statement to be as follows:
  - (i) Knox on Bowman – 24 residential apartment tower;
  - (ii) Stonecutters Lot - 114 residential apartment tower;
  - (iii) Stage 3 Lot - 118 residential apartment tower and 14 low rise apartments; and
  - (iv) Stage 4 Lot - 89 residential apartment tower and 12 low rise apartments, although this may change at the absolute direction of Jacksons Landing Development Pty Ltd.

### 2.2 Parties Bound

This Statement has effect as an agreement under seal binding:

- (a) the Knox on Bowman Owners Corporation;
- (b) the Stonecutters Lot Owner;
- (c) the Stage 3 Lot Owner;
- (d) the Stage 4 Lot Owner; and
- (e) an owner, lessee, occupier or mortgagee in possession of a lot in the Building.

### 2.3 General Obligations

The Members must:

- (a) promptly comply with their obligations under this Statement and the Act;
- (b) obey the directions of the Building Management Committee;
- (c) make sure that the Building Management Committee is constituted in accordance with this Statement and the Freehold Act;
- (d) make sure the Insurances are effected and maintained; and
- (e) implement decisions of the Building Management Committee.

### 2.4 Emergency Access

In an emergency, each Member must give to all parties access to all exit routes in the Building.



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## 2.5 Inconsistency

- (a) The by laws of a Strata Scheme must not conflict with this Statement and the provisions of this Statement apply to the extent of any inconsistency.
- (b) If a by-law of a Strata Scheme conflicts with the provisions of this Statement, the Owners Corporation must at its own cost amend or repeal the inconsistent by-law.

## 2.6 Variation of this Statement

- (a) The Developer may request the other Members to vary this Statement on completion of each further stage of the Building (whether improvements are erected on Stonecutters Lot or Stage 3 Lot or Stage 4 Lot or not). The variation to this Statement will make changes necessary or desirable arising out of the completion of construction of Stonecutters or Stage 3 or Stage 4.
- (b) A person bound by this Statement may not unreasonably withhold consent to a variation of this Statement unless the rights of that Member will be materially detrimentally affected by the variation and so long as the cost allocation has been determined by the Developer acting reasonably.

## 3 Maintenance, Repair and Structure Adequacy

### 3.1 Member responsible for own Lot

- (a) Each Member must:
  - (i) properly maintain and keep in a state of good and serviceable repair that part of the Building within that Member's Lot;
  - (ii) maintain the structures, conduits, machinery, equipment and any other thing or service integral to the proper operation and the support of any part of the Building (to the extent those structures, conduits, machinery, equipment and other things or services are located within the Member's Lot) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or service are regularly inspected, maintained, repaired and kept in a sound structural and fully operational and working condition;
  - (iii) properly operate and repair, and whenever reasonably necessary renew or replace any fixtures or fittings which may if not properly operated, repaired, renewed or replaced, have an adverse impact on the proper functioning of the Shared Facilities; and
  - (iv) allow the other Members at reasonable times on reasonable notice to enter a Member's Lot so as to access items within their own Lot where alternative access is not reasonably available or is likely to be substantially more costly, or to access that Lot or another Lot pursuant to any Easement in order to carry out maintenance, repairs, inspections, tests, renewals and renovations.
- (b) If a Member is an Owners Corporation:
  - (i) it must carry out its obligations under Section 62 of the Management Act.
  - (ii) It must not make a determination under Section 62(3) of the Management Act without the consent of the Building Management Committee.

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(iii) if it breaches clause **clause 3.2(b)(ii)** the Owners Corporation must still maintain, renew, replace or repair the particular item which is the subject of the determination.

(iv) Clauses 3.1(b)(i) to 3.1(b)(iii) do not apply to Share Facilities.

## 3.2 Stonecutters Lot, Stage 3 Lot and Stage 4 Lot Owners

The obligations of the Stonecutters Lot, Stage 3 Lot Owner and the Stage 4 Lot Owner respectively under **clauses 3.2(b)(i), 3.2(b)(ii) and 3.2(b)(iii)** commence:

- (a) on and from the date of registration of a Strata Plan with respect to Stonecutters Lot;
- (b) on and from the date of registration of a Strata Plan with respect to the Stage 3 Lot; and
- (c) on and from the date of registration of a Strata Plan with respect to Stage 4 Lot.

## 3.3 Failure of Member to carry out its obligations

- (a) If the Member does not carry out its obligations under clause 3.1 then the Building Management Committee may do anything reasonably necessary for the purpose of exercising the requirements of clause 3.1, including:
  - (i) carrying out work on the Member's Lot to do anything the Member has failed to do under clause 3.1;
  - (ii) enter the Member's Lot with or without tools and equipment and remain there for the period of time for that purpose.
- (b) In exercising its rights under this clause, the Building Management Committee must:
  - (i) ensure that all work is done properly;
  - (ii) cause as little interference as practical to any occupier of the Member's Lot;
  - (iii) cause as little damage as possible to the Member's Lot and any improvements on it; and
  - (iv) if damage (being damage arising because the Member has not complied with clause 3.1) is caused, restore the Member's Lot as nearly as practicable to the condition it was in before the damage occurred.
- (c) Except where urgent work is required, the Building Management Committee must:
  - (i) before exercising its rights under clause 3.3(a), by written notice, give the Member a reasonable period of time, having regard to the nature of the obligation not performed, to carry out the obligation;
  - (ii) give the Member reasonable notice of intention to enter the Member's Lot.

## 3.4 Construction and Renovation

For avoidance of doubt the Developer as the owner of the Lots may carry out construction works on and from the date of this Statement without any need for the approval of the other Members, but subject to the terms of any easements and covenants and to the requirements of any Laws.

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## 4 UPGRADING AND REDEVELOPMENT

### 4.1 Members' acknowledgment

- (a) The Members agree and acknowledge that in addition to and in compliance with the requirements of this Statement, the Building will require upgrading from time to time, and the site may need to be redeveloped.
- (b) The Members agree not to unreasonably withhold their consent to any application by a Member to carry out any upgrading or redevelopment work, so long as the proposed upgrading or redevelopment works are in accordance with the requirements of Sydney City Council or any other Governmental Agency or the Maintenance Manual.

### 4.2 Members' rights

Each member may, in its absolute discretion and at its sole cost, upgrade or redevelop the part of the land that it owns.

### 4.3 Members to meet

The Members must, at intervals of not less than five years commencing on the date of this Statement, convene a meeting of the Building Management Committee to discuss the state of the whole of the building. If the Committee by Unanimous Resolution decides to carry out upgrading of the building or redevelopment of the site, it will request the Secretary to prepare a detailed plan to carry out the upgrading or redevelopment works.

### 4.4 Plan preparation

The Secretary must, if requested by the Building Management Committee, prepare detailed plans for the upgrading or redevelopment works including costings and funding arrangements, and submit the plan to the members for their consideration.

### 4.5 Consideration of plan

Within 42 days after the Secretary submits the plan to each member, the Building Management Committee must meet to consider the plan and to decide if the plan will be implemented.

### 4.6 Consent from Members

The other Members agree to act reasonably and, if applicable, to not unreasonably withhold their consent in connection with any proposal by a Member to upgrade or redevelop all or part of the Building owned by the Member.

### 4.7 Effecting works

If the Building Management Committee reaches agreement under Clause 4.5, the Secretary must obtain any approvals required by statutory authorities for undertaking and completing the upgrading or redevelopment works, and engage contractors as necessary to complete the works. The Members must do all things reasonably necessary to enable the Secretary to obtain these approvals and engage the contractors.

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## 5 Building Management Committee

### 5.1 Composition

- (a) The Building Management Committee must comprise of 4 representatives being a natural person of each Member.
- (b) The Members must establish the Building Management Committee within 1 month after the registration of this Statement. The Building Management Committee cannot be dissolved while this Statement is in force.
- (c) The Developer may appoint the same representative for three Members whilst it is the owner of the Stonecutters Lot, Stage 3 Lot and Stage 4 Lot.

### 5.2 Representatives

- (a) Each Member must:
  - (i) appoint a representative; and
  - (ii) give to each other Member notice of the name, address and telephone number of the representatives and notify each other about any changes.
- (b) Each Member may:
  - (i) change its representative at any time; and
  - (ii) appoint a casual representative for a particular meeting or meetings.
- (c) The representative or casual representative of a Member who is an Owners Corporation must be appointed by or selected in accordance with an ordinary resolution or a by law made by the Member.

### 5.3 Functions

- (a) The functions of the Building Management Committee are to:
  - (i) make decisions about matters delegated to the Building Management Committee under this Statement;
  - (ii) determine and levy contributions for the administrative fund and the sinking fund under **clause 5**;
  - (iii) operate, maintain, renew, replace and control the use of Shared Facilities;
  - (iv) change or add to or extend Shared Facilities;
  - (v) change or add to or adjust Shared Costs;
  - (vi) effect the Insurances;
  - (vii) supervise any contractor or agent, including the Manager, engaged by the Building Management Committee; and
  - (viii) comply with this Statement and the Act.
- (b) The Building Management Committee:
  - (i) must appoint one of the Building Management Committee's Members to act as chairperson for each meeting;
  - (ii) must appoint a secretary (who may be the Strata Manager); and

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- (iii) may appoint any other office bearer, who the Building Management Committee considers necessary so long as an office bearer is the representative of a Member or the Strata Manager.

## 5.4 Meetings

The Building Management Committee must hold a meeting if:

- (a) requested by notice in writing by a Member;
- (b) no other meeting has been held in the preceding 12 month period on each anniversary of the date of this Statement; or
- (c) the Building Management Committee is otherwise required to do so under this Statement.

## 5.5 Request for Meeting

- (a) A request for a meeting must be made to the Secretary and must state the issue or proposal for the meeting.
- (b) The Building Management Committee is not obliged to hold a meeting if the Member requesting it is a Defaulting Member.

## 5.6 Notice of Meetings

- (a) The Secretary of the Building Management Committee must normally give at least 5 Business Days' notice of a meeting to each Member.
- (b) In the case of an emergency or with the consent of each Member, the Building Management Committee may give a shorter notice.

## 5.7 Quorum

- (a) At any meeting of the Building Management Committee, a quorum consists of a representative of each Member.
- (b) If a quorum is not present within half an hour from the time appointed for a meeting, the meeting is adjourned for 2 Business Days.
- (c) The Building Management Committee must hold the adjourned meeting at the same time and at the same place notified for the original meeting.
- (d) The quorum for the adjourned meeting is that number of representatives present at the time appointed for the adjourned meeting.
- (e) At an adjourned meeting, one person may constitute a quorum.

## 5.8 Voting

- (a) At each meeting of the Building Management Committee each Member through any of its representatives is entitled to exercise votes in the following proportion:
  - (i) Knox on Bowman Owners Corporation – 24 votes;
  - (ii) Stonecutters Lot Owner – 114 votes;
  - (iii) Stage 3 Lot Owner – 118 votes; and
  - (iv) Stage 4 Lot Owner – 89 votes.
- (b) A Defaulting Member is not entitled to vote.

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- (c) The chairperson does not have a casting vote at meetings of the Building Management Committee.
- (d) If the Building Management Committee decide on a matter, it must be decided by an Ordinary Resolution unless otherwise stated in this Statement.
- (e) The matters that the Building Management Committee must decide by Unanimous Resolution include:
  - (i) amending this Statement;
  - (ii) changing, adding to or extending Shared Facilities; and
  - (iii) changing, adding to or adjusting Shared Costs.

## 5.9 Functions of the Secretary

The Secretary's functions are to:

- (a) convene meetings and prepare notices and agendas for those meetings;
- (b) answer communications directed to the Building Management Committee;
- (c) perform secretarial functions for the Building Management Committee; and
- (d) distribute minutes and keep the Building Management Committee's records.

## 6 Financial Affairs

### 6.1 Administrative and Sinking Fund

- (a) The Building Management Committee must promptly establish an administrative fund and may determine to establish a sinking fund.
- (b) The administrative fund and sinking fund (if applicable) must be maintained by the Strata Manager.
- (c) The administrative fund must be used to pay the costs of:
  - (i) operating and maintenance of the Shared Facilities;
  - (ii) Insurance;
  - (iii) administration; and
  - (iv) any other costs which are not amounts which are to be paid from the sinking fund.
- (d) If a sinking fund is established the funds must be used to pay the costs of renewal or replacement of the Shared Facilities, but not for the initial installation or establishment of Shared Facilities during the Construction Period.

### 6.2 Budget

- (a) The Building Management Committee must determine a budget for each 12 month period.
- (b) The budget must be based on an estimate of the costs and expenditures to:
  - (i) pay Shared Costs;
  - (ii) pay any Management Fees;
  - (iii) effect the Insurance;

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- (iv) satisfy any obligation of the Building Management Committee under this Statement or the Management Act.
- (c) The budget must contain details of:
  - (i) each item or matter, including Shared Costs, for which a Member is responsible;
  - (ii) each Member's proportion of a particular matter or item including any amount under **clause 6.1(b)**;
  - (iii) the amount of that proportion to be paid into the sinking fund and administrative fund (if applicable); and
  - (iv) the amount and date of each payment which a Member must make.

## 6.3 Notice of Payment to Members

The budget must be submitted to each Member together with a notice advising:

- (a) the total expenditure for the 12 month period to which the budget relates;
- (b) the amount that each Member must pay in the 12 month period to the administrative and sinking funds in accordance with the budget; and
- (c) the date each payment is due.

## 6.4 Payment by Members

- (a) A Member must pay each amount on the date the payment is due.
- (b) If a Member fails to pay an amount owing when it is due and payable, that Member becomes a Defaulting Member.

## 6.5 Special Arrangements in the Construction Period

- (a) During the Construction Period the:
  - (i) Stage 3 Lot Owner is not liable to contribute towards Shared Costs or towards the sinking fund or any other special levies until the date of registration of a Strata Plan over the Stage 3 Lot; and
  - (ii) the Stage 4 Lot Owner is not liable to contribute towards Shared Costs or towards the sinking fund or any other special levies until the date of registration of a Strata Plan over the Stage 4 Lot.
- (b) Until a Strata Plan is registered over the Stonecutters Lot, the parties acknowledge that the following Shared Facilities will not be operational:
  - (i) Pool;
  - (ii) Gymnasium;
  - (iii) private domain hard and soft landscape; and
  - (iv) loading dock.
- (c) The budgets set by the Building Management Committee must reflect **clause 6.5(b)**.
- (d) On the registration of a Strata Plan over each of the Stonecutters Lot, Stage 3 Lot and Stage 4 Lot, the Developer must provide the Building Management Committee with sufficient information for the Building Management Committee to determine the allocation of costs set out in Schedule 1.

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- (e) The Building Management Committee, must each time a Strata Plan is registered over one or more of the Lots update the allocation of costs set out in Schedule 1 of this Statement.

## 6.6 Interest for Late Payment

- (a) A Defaulting Member must pay interest on each amount not paid on time from and including the date on which the payment was due until the date it is paid.
- (b) The Building Management Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft rate quoted by the Building Management Committee's bank, building society or credit union at the time of default.
- (c) A certificate from the Building Management Committee's bank, building society or credit union stating the interest rate is final and binding on a Member.

## 6.7 Financial Statement

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

## 6.8 Audited financial statement

As soon as practicable, but no later than 3 months, after the expiration of each 12 month period, the Building Management Committee (or the Manager) must provide each Member with a duly audited financial statement specifying the amounts for which each Member is responsible and which were incurred during that 12 month period. The Payment Notice must give reasonable details.

## 6.9 Adjustments

Within 14 days of receipt by a Member of the financial statement referred to in **clause 6.9**, the Member must pay to the Building Management Committee the difference (if any) between the amount paid by that Member in accordance with **clause 6.4(a)** and the amount specified in the Payment Notice. If there has been an overpayment by a Member, that amount must be credited against the Member's proportion for the next ensuing quarter. If the amounts payable or paid into one or both of the funds are insufficient, the Building Management Committee can by notice require each Member to pay an additional amount to enable the Building Management Committee to carry out its obligations under this Statement and the Management Act.

## 6.10 Deposit of Moneys

The Building Management Committee must:

- (a) deposit all amounts received from Members into its administrative fund and sinking fund as applicable;
- (b) apply all amounts towards the payment of all invoices, statements and accounts of the Building Management Committee; and
- (c) if the deposit moneys accrue interest, credit the interest to the account of the Building Management Committee.

## 6.11 Dispute

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



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

## 6.12 Surplus Funds

The Building Management Committee may decide to distribute surplus funds to the Members by Ordinary Resolution (having regard to the proportions in which the Members contributed the surplus funds).

## 7 Shared Facilities and Shared Costs

### 7.1 Shared Facilities

A list of the provided or to be provided Shared Facilities as at the date of registration of this Statement is set out in Schedule 1.

### 7.2 Use of Shared Facilities

Unless this Statement specifies otherwise, each Member is entitled to use and enjoy each Shared Facility in accordance with this Statement.

### 7.3 Shared Costs

- (a) The Building Management Committee must apportion the Shared Costs of a Shared Facility using the apportionment stated in Schedule 1.
- (b) The Building Management Committee must advise each Member of its proportion of the Shared Costs.
- (c) Each Member must pay its proportion of the Shared Costs.

### 7.4 Amending Shared Facilities

- (a) The Building Management Committee may vary, modify, add a new facility, repair, renew or replace the Shared Facilities.
- (b) The Building Management Committee may add Shared Costs or adjust the division of Shared Costs if required by Resolution.
- (c) If the Building Management Committee passes a Resolution to vary the Shared Costs and Shared Facilities, Schedule 1 is automatically varied at the time the chairperson signs the minutes which record the Resolution.
- (d) The Building Management Committee must promptly register any variation to this Statement.

### 7.5 Maintenance

- (a) The Building Management Committee must carry out or arrange for the carrying out of maintenance, repair, operation, renovation and replacement of the Shared Facilities.
- (b) The Building Management Committee at its discretion may enter into maintenance agreements with contractors to maintain the Shared Facilities.
- (c) Each Party must:
  - (i) use the Shared Facilities only for their intended purposes and following the directions of the Building Management Committee;

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- (ii) immediately notify the Building Management Committee about damage to or a defect in a Shared Facility; and
  - (iii) pay the costs of repair for any damage to the Shared Facilities caused by that Party.
- (d) Each Member must give the Building Management Committee and the other Member access to operate, maintain, repair, renovate and replace the Shared Facilities.

## 7.6 Government Agency Compliance

The Building Management Committee must:

- (a) arrange for the inspection of Shared Facilities if required by a Government Agency; and
- (b) obtain any certification of the Shared Facilities required by law.

## 7.7 Upgrading and Redevelopment

Where a Member requisitions a meeting of the Building Management Committee to consider a motion to vary, modify, add a new facility, repair, renew or replace the Shared Facilities, including where such change is in connection with upgrading and redevelopment works proposed to be undertaken by a Member to its own lot, the Members agree to:

- (a) act reasonably; and
- (b) not to unreasonably withhold their consent

in relation to the change, and will procure that their representatives appointed to the Building Management Committee similarly comply with this clause.

# 8 Insurances and Release

## 8.1 Insurances

The Building Management Committee must:

- (a) effect the Insurances; and
- (b) take out each policy:
  - (i) in the joint names of each Member; and
  - (ii) if applicable, in the name of a mortgagee under a mortgage for that person's respective rights and interests.
- (c) each Member must effect public liability insurance.

## 8.2 Review Insurances

The Building Management Committee must:

- (a) review the Insurances at least once every 12 months;
- (b) have the Building valued for insurance purposes by a qualified valuer at least once every 24 months; and
- (c) immediately effect new insurance or adjust existing Insurances if there is an increase in or a new risk to the Building.

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## 8.3 Payment of Premiums

The Building Management Committee must ensure that the Members pay the premiums in the proportions set out in Section 84(4) of the Management Act.

## 8.4 Affect Insurances

- (a) Members must not at any time do anything that might:
  - (i) void or prejudice the Insurances; or
  - (ii) increase the Insurance premiumsexcept with the consent of the Building Management Committee.
- (b) If a Party does anything to increase an Insurance premium, the Member must pay the increased amount.

## 8.5 Use by a Party of property

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

- (a) does so at its own risk; and
- (b) releases the other Party from any:
  - (i) claim and demand of any kind; and
  - (ii) liability which may arise from any accident or damage to property or death of or injury to any person in or near that other Party's property or the Buildings.

unless the damage, death or injury is caused by the negligence of that Party.

## 9 Books and Records

- (a) The Building Management Committee must:
  - (i) keep records and books of account of all the amounts payable and payments made under this Statement;
  - (ii) enter all matters and transactions usually entered in books of account kept by property managers; and
  - (iii) retain all records and books of account for a period of 6 years from the date of the last entry.
- (b) The Building Management Committee must make available the records and books of account for inspection during normal business hours on reasonable notice by a Party.
- (c) The Building Management Committee must keep copies of notices given or received, agendas, motions and minutes.
- (d) The Building Management Committee must make available for inspection the materials the subject of **clause 9(c)** during normal business hours on reasonable notice by a Party.

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## 10 Disputes

Members must endeavour in good faith to resolve a dispute about this Statement before they take action under this clause.

### 10.1 Notice of Dispute

- (a) A Member may at any time notify the other Members of a dispute in connection with this Statement.
- (b) A notice advising of a dispute must:
  - (i) identify the subject matter of the dispute;
  - (ii) state the facts upon which the Member relies;
  - (iii) identify the provisions of the Statement relevant to the dispute;
  - (iv) have attached copies of all correspondence and background information relevant to the dispute in the possession or control of the Member giving the notice; and
  - (v) contain any particulars of the amount in dispute (if any).
- (c) If the dispute is not resolved within 10 Business Days from the time of receipt of the notice, a Member may by written notice request the Building Management Committee to convene a meeting to discuss whether to:
  - (i) refer the dispute for mediation under Chapter 5 Part 2 of the Management Act; or
  - (ii) if the dispute is not appropriate for mediation, apply for an order under Chapter 5 Part 1 of the Management Act.

### 10.2 Appointment of an Expert

- (a) If the meeting decides not to refer the dispute for mediation or apply for an order or makes no decision, a Member may within a period of 5 Business Days from the meeting, submit the dispute for decision by an Expert.
- (b) If each Member cannot agree to and jointly appoint an Expert, any of them may request the President of the Law Society of NSW to appoint an appropriate Expert given the nature and subject of the dispute.
- (c) The Expert acts as an expert and not as an arbitrator.
- (d) Except as to matters of law, the Expert's decision including any decision about an expense arising from the dispute, is final and binding on each Member.
- (e) The appointment must require the Expert to make a decision within 20 Business Days of the appointment.
- (f) The Expert may appoint consultants as the Expert thinks necessary to advise on any aspect of the dispute.
- (g) Each Member may make written submissions to the Expert about the dispute and costs.

### 10.3 Submission to Expert

- (a) If a Member makes a submission, that Member must:
  - (i) submit it within 10 Business Days of the appointment of the Expert; and

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- (ii) provide the other Members with a copy of submissions within 24 hours of submission to the Expert.
- (b) A Member who makes a submission must:
  - (i) co-operate with the Expert; and
  - (ii) as required by the Expert, promptly provide the Expert with information in the possession or control of that person and relevant to the matter to be determined.
- (c) **Clause 10.3(b)** does not apply if the information would be subject to a claim for privilege if the matter were the subject of legal proceedings.
- (d) Within 20 Business Days of the Expert's appointment, the Expert must determine the matters in dispute having regard to the written submissions, this Statement and the Expert's own enquiries.

## 10.4 Expert's Determination

- (a) The Expert must:
  - (i) give reasons for the determination; and
  - (ii) determine how the cost of any determination is paid.
- (b) A Member is only entitled to commence or maintain an action, either by way of legal proceedings or arbitration for a dispute if that person has first referred the dispute for determination under this **clause 10**.

## 11 Appointment of a Strata Manager

### 11.1 Appointment

- (a) The Building Management Committee may appoint a Strata Manager to assist the Building Management Committee in performing its functions and specifically its financial and secretarial functions.
- (b) The Building Management Committee should consider the benefit of having the same person appointed as the Strata Manager for the Owners Corporation when appointing the Strata Manager.

### 11.2 Delegation of functions

- (a) Subject to **clause 11.2(b)**, the Building Management Committee may delegate its functions and the functions of its officers to the Strata Manager.
- (b) The Building Management Committee may not delegate functions to the Strata Manager which the Building Management Committee may only exercise by Resolution or functions which the Building Management Committee determines by Resolution may only be exercised by the Building Management Committee.

## 12 Appointment and Obligations of Manager

### 12.1 Appointment

- (a) The Building Management Committee must appoint the Manager and delegate to that Manager the authority necessary to carry out the Manager's obligations.

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- (b) The Building Management Committee must monitor the performance of the Manager.

## 12.2 Management Fee

If a Manager is appointed, the Members must contribute to the Management Fee in the proportions set out in Schedule 1.

## 12.3 Manager's Duties

The Manager's duties may include:

- (a) ensuring the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities;
- (b) implementing decisions made by the Building Management Committee;
- (c) carrying out the Building Management Committee's obligations in respect of any maintenance agreement;
- (d) supervising the Shared Facilities;
- (e) carrying out any other duties determined by a unanimous Resolution.

## 12.4 Services Contractor

An agreement with the Manager may provide for:

- (a) a term of 5 years with a maximum of 1 option with a term of 5 years with rights for earlier determination by either the Building Management Committee or the Manager; and
- (b) the carrying out of or engaging contractors for repairs and replacements and services to the Shared Facilities; and
- (c) the granting of exclusive rights to occupy a Shared Facility.

## 13 Notices and Service

### 13.1 Notices

- (a) A notice under this Statement must be in writing.
- (b) Each Member may send a notice:
  - (i) by hand;
  - (ii) by facsimile transmission; or
  - (iii) by security post.
- (c) A notice is deemed to be given:
  - (i) if sent by hand, at the time of delivery;
  - (ii) if sent by facsimile transmission, at the time recorded on the transmission report; and
  - (iii) if sent by security post, at the time that the recipient or its agent acknowledges receipt.

### 13.2 Service by Facsimile

Clause 13.1(c)(ii) does not apply if:

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- (a) the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or
- (b) the transmission report of the sender indicates a faulty or incomplete transmission.

## 13.3 Address

- (a) Each Member must address a notice to the representative of a Member as notified under **clause 5.1(c)**.
- (b) Anything done by a representative of a Member appointed to the Building Management Committee has the same effect as if the Member did it.

## 14 General

### 14.1 Waiver

A provision of or right created under this Statement may only be:

- (a) waived if the waiver is in writing and signed by the Member granting the waiver; or
- (b) varied if the variation is in writing and signed by each Member.

### 14.2 Exercise of a right

- (a) A Member may exercise a right:
  - (i) at the Member's discretion: and
  - (ii) separately or together with another right.
- (b) If a Member exercises a single right or only partially exercises a right, that Member may still exercise that right or any other right later.
- (c) If a Member fails to exercise a right or delays in exercising a right, that Member may still exercise that right later.

### 14.3 Severance

- (a) Subject to **clause 14.3(b)**:
  - (i) if a provision of this Statement is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;
  - (ii) if, despite **clause 14.3(a)(i)**, a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or
  - (iii) in any other case, the whole provision must be severed.
- (b) If an event under **clause 14.3(a)** occurs, the remainder of this Statement continues in full force and effect.

### 14.4 Consent

Subject to an express provision in this Statement, a Member may in the Member's absolute discretion:

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- (a) give the Member's consent conditionally or unconditionally; or
- (b) withhold the Member's consent.

## 14.5 Entire Statement

This Statement constitutes the entire agreement of each Member and supersedes all prior discussions, undertakings and agreements.

## 14.6 To the extent the law permits

The terms of this Statement apply to the extent the law permits.

## 14.7 Cumulative rights

A Member's rights under this Statement are in addition to the rights of the Members at law.

## 14.8 Further assurances

Each Member at the Member's own expense must:

- (a) do everything reasonably necessary to give effect to:
  - (i) this Statement; and
  - (ii) the transactions contemplated by this Statement, including the execution of documents; and
- (b) make a reasonable effort to cause relevant third parties to do likewise.

## 15 Shared Accessways

- (a) The Common Accessways are a Shared Facility for use by the Members and their respective Owners and Occupiers.
- (b) The Building Management Committee must subject to the terms of any applicable easements control, manage and maintain the Common Accessways.
- (c) The Building Management Committee may prepare a traffic management plan about the use of the Common Accessways.
- (d) The Building Management Committee may require a Member to display a summary of the traffic management plan at the entrance and exit to the Common Accessways, or in any other part of the Common Accessways.
- (e) Each Member, Owner and Occupier having a right to use or travel through the Common Accessways must observe and perform the provisions of the traffic management plan.
- (f) The traffic management plan may impose rules about the shared common areas of the Common Accessways and may cover actions in the event of:
  - (i) safety measures such as imposition of speed limits in the Common Accessways;
  - (ii) fire hazards to persons and property;
  - (iii) personal or vehicular accident;
  - (iv) transporting, loading and unloading of goods, furniture, equipment and construction materials within the Common Accessways;



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- (v) security and the use of security keys to open and shut any doors or gates to the car park; and
- (vi) cleaning of oil or grease marks.

## 15.2 Construction Period

- (a) During the Construction Period this clause only applies to so much of the Common Accessways as have been completed and are available for general use by more than one Member, subject to **clause 3.45**.
- (b) During the Construction Period, the Developer may without the prior consent of Building Management Committee, from time to time, vary the position of the Common Accessways provided the variation of position still allows Members to access the Building.

## 16 Private Domain

### 16.1 Owner's rights

- (a) Only the Knox on Bowman Owners Corporation (including occupiers of the Knox on Bowman Strata Scheme) and the Stonecutters Lot (including occupiers of the Stonecutters Lot) can use Private Domain. The Stage 3 Owner and the Stage 4 Owner can not use these Shared Facilities.
- (b) All costs in relation to the use, operation, maintenance and repair of the Private Domain must be borne by the Knox on Bowman Owners Corporation and the Stonecutters Lot as set out in Schedule
- (c) The Building Management Committee must from time to time develop rules to apply as between the Members in relation to the operation, management and use of the Private Domain.

### 16.2 Construction Period

During the Construction Period this clause only applies to a Member who is an Owners Corporation.

## 17 Garbage Storage Areas

### 17.1 Owner's rights

- (a) The Building Management Committee must, in accordance with the terms of any easement to use garbage room, and from time to time develop rules to apply as between the Members in relation to the operation, management and use of the Garbage Room.
- (b) The rules specified in **clause 17.1(a)** must include provisions about the transportation of garbage to or from the Garbage Room through the Common Accessways and the temporary storage of garbage for collection in the Garbage Room and in other designated areas of the Building.

### 17.2 Construction Period

During the Construction Period this clause only applies to a Member who is an Owners Corporation.

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## 18 Car Wash Bays

An Owners Corporation must ensure that occupiers of a Strata Scheme use the car wash bay within that Strata Scheme or if a car wash bay is a Shared Facility only those occupiers who share the facility must use that car wash bay.

## 19 Bicycle Storage Facilities and Storage Cages

### 19.1 Storage of Bicycles

An Owner or Occupier must not:

- (a) permit any bicycle to be stored in the Common Property; and
- (b) permit any bicycle to be brought into any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the Common Property as may be designated by the Owners Corporation from time to time.

### 19.2 Storage Cages

An Owner or Occupier must not store items in storage cages above the Height Indicators.

## 20 Gymnasium and Swimming Pool

- (a) Only the Knox on Bowman Owners Corporation (including occupiers of the Knox on Bowman Strata Scheme) and the Stonecutters Lot (including occupiers of the Stonecutters Lot) can use Gymnasium and Swimming Pool Area. The Stage 3 Owner and the Stage 4 Owner can not use these Shared Facilities.
- (b) All costs in relation to the use, operation, maintenance and repair of the Gymnasium and Swimming Pool Area must be borne by the Knox on Bowman Owners Corporation and the Stonecutters Lot as set out in Schedule 1.
- (c) The following conditions apply to the use of the Gymnasium and Swimming Pool by Occupiers of the Knox on Bowman Strata Scheme and the Stonecutters Lot:
  - (i) the Gymnasium and Swimming Pool may only be used between the hours of 6.00 am and 9.00 pm or other hours nominated from time to time by the Building Management Committee;
  - (ii) children under the age of 15 years of age may use the Gymnasium and Swimming Pool only if accompanied and supervised by an adult;
  - (iii) glass objects, drinking glasses, food and sharp objects are not permitted in the Gymnasium and Swimming Pool;
  - (iv) running, ball playing, noisy or hazardous activities are not permitted in the Gymnasium and Swimming Pool;
  - (v) the Swimming Pool equipment must not, except with the approval of the Building Management Committee, be interfered with, operated or adjusted;
  - (vi) sports type footwear must be worn while using the Gymnasium;
  - (vii) all users must be appropriately attired whilst using the Gymnasium; and
  - (viii) all users must carry a towel.

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- (d) A non resident owner is not entitled to use the Swimming Pool or Gymnasium.
- (e) A person on the Gymnasium and Swimming Pool Area with the express or implied consent of an occupier may use the Swimming Pool and Gymnasium provided they comply with any rules about the use of the Gymnasium and Swimming Pool Area.

## 21 Stage 3 and Stage 4 Pool

- (a) Only the Stage 3 Owner and the Stage 4 Owner (including occupiers of those lots) can use the Stage 3 and Stage 4 Pool Area.
- (b) All costs in relation to the use, operation, maintenance and repair of the Stage 3 and Stage 4 Pool Area must be borne Stage 3 Owner and the Stage 4 Owner as set out in Schedule 1.
- (c) The following conditions apply to the use of the Stage 3 and Stage 4 Pool Area by Occupiers of the Stage 3 Lot and Stage 4 Lot:
  - (i) the Stage 3 and Stage 4 Pool Area may only be used between the hours of 6.00 am and 9.00 pm or other hours nominated from time to time by the Building Management Committee;
  - (ii) children under the age of 15 years of age may use the Stage 3 and Stage 4 Pool Area only if accompanied and supervised by an adult;
  - (iii) glass objects, drinking glasses, food and sharp objects are not permitted in the Stage 3 and Stage 4 Pool Area;
  - (iv) running, ball playing, noisy or hazardous activities are not permitted in the Stage 3 and Stage 4 Pool Area;
  - (v) the Swimming Pool equipment must not, except with the approval of the Building Management Committee, be interfered with, operated or adjusted;
  - (vi) all users must carry a towel.
- (d) A non resident owner is not entitled to use the Stage 3 and Stage 4 Pool Area.
- (e) A person on the Stage 3 and Stage 4 Pool Area with the express or implied consent of an occupier, may use the Stage 3 and Stage 4 Pool Area provided they comply with any rules about the use of the Stage 3 and Stage 4 Pool Area.

## 22 Additional Land

- (a) Each Member acknowledges that Additional Land may either be added to Building or may be subject to a restricted use by-law under section 54 of the Community Land Management Act.
- (b) Each Member will provide any required consents and will execute all documentation required to provide consent to the addition of Additional Land to the Building or to pass a restricted use by-law under section 54 of the Community Land Management Act.

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## 23 Construction Period

- (a) During the Construction Period the Developer has the right to access the Building (including common property and shared facilities) which the Developer reasonably requires to access for the purpose of:
  - (i) connecting, installing, extending, augmenting, maintaining or accessing any existing Services;
  - (ii) connecting, installing, extending, augmenting, maintaining or accessing any future Services; and/or
  - (iii) carrying out any work relating to the temporary propping or structure support of the Building.
- (b) The Developer undertakes to repair without delay any damage caused to association property, common property or other parts of the Building as a result of the Developer exercising its rights under this clause and Developer undertakes not to cause unreasonable inconvenience to Members as a result of the Developer exercising its rights under this clause.

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Executed by Jacksons Landing  
Development Pty Limited by the  
party's attorney pursuant to power of  
attorney registered Book 4253 No 741  
who states that no notice of revocation  
of the power of attorney has been  
received in the presence of:

*Warwick Bowyer*  
Witness  
*Warwick Bowyer*  
Name of Witness (print)

*Ranisha Clarke*  
Attorney  
*RANISHA CLARKE*  
Name of Attorney (print)

Executed by Wirabay Limited by the  
party's attorney pursuant to power of  
attorney registered Book ~~4357~~  
No ~~60~~ who states that no notice  
of revocation of the power of attorney  
has been received in the presence of:

*Warwick Bowyer*  
Witness  
*Warwick Bowyer*  
Name of Witness (print)

*Ranisha Clarke*  
Attorney  
*RANISHA CLARKE*  
Name of Attorney (print)

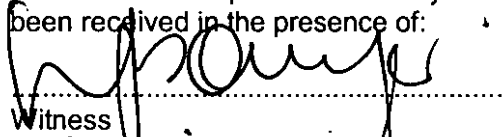
Executed by Reco Star Pty Limited  
by the party's attorney pursuant to  
power of attorney registered  
Book ~~4357~~ No ~~61~~ who  
states that no notice of revocation of  
the power of attorney has been  
received in the presence of:

*Warwick Bowyer*  
Witness  
*Warwick Bowyer*  
Name of Witness (print)  
*Nº1 Distillery Drive  
Pyrmont NSW 2009*

*Ranisha Clarke*  
Attorney  
*RANISHA CLARKE*  
Name of Attorney (print)

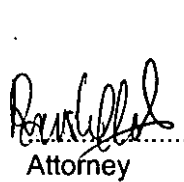
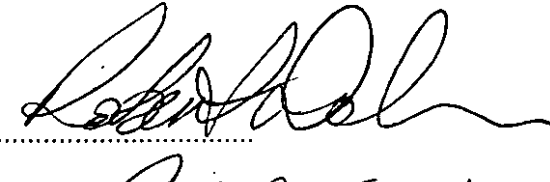
SP76418


Executed by Limosa Pty Limited by  
the party's attorney pursuant to power  
of attorney registered Book 4357  
No 59 who states that no notice of  
revocation of the power of attorney has  
been received in the presence of:

  
.....  
Witness

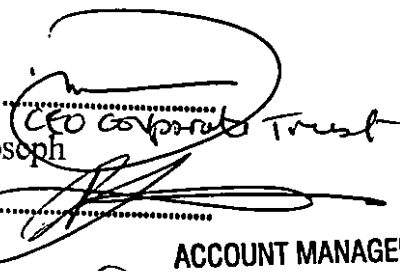
Warwick Boughey  
.....  
Name of Witness (print)

No 1 Distillery Drive,  
Pyrmont NSW 2009.

   
.....  
Attorney

RANISHA CURCE   
.....  
Name of Attorney (print)

EXECUTED by Australian Executor )  
Trustees (NSW) Limited by its duly )  
constituted Attorney )  
Philip John Walter Joseph )  
and..... PINA SPATHIS )  
under Power of Attorney No 688 )

  
CEO Corporate Trust

Book: 4449  
DATED: 31.1.05.

ACCOUNT MANAGER

~~WITNESS:~~   
WITNESS:

NAME OF WITNESS: RAJNEIL KARAN

ADDRESS: 80 ALFRED ST, MILSON PT  
NSW 2061.

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## Schedule 1 Shared Facilities, Shared Costs and Management Fees

Shared Facility	Location Within the Building	Purpose	Maintenance	Knox on Bowman Owners Corp Share of Costs	Stonecutters Lot Owner	Stage 3 Lot Owner	Stage 4 Lot Owner
Sprinkler Hydrant Tank	In basement car park	Provides water for fire fighting purposes	As determined from time to time	C	C	C	C
Sprinkler Pumps	In pump room on basement level 2	Pressurise the water throughout the sprinkler system in the basement car park	Weekly	C	C	C	C
Sprinkler Pipes	In basement car park	To reticulate water throughout the sprinkler system	Weekly	C	C	C	C
Hydrant Pumps	In pump room on basement level 2	Pressurise the hydrant outlets	Weekly	C	C	C	C
Hydrant Pipes	In basement car park	Provides water for fire fighting purposes	As determined from time to time	C	C	C	C
Hydrant Valves	Within fire stairs in basement car park	Hydrant - for fire brigade use during fire fighting	3 yearly	C	C	C	C
Hose Reels	Adjacent to fire stairs in basement car park	For fire fighting by occupants	3 yearly	C	C	C	C

Shared Facility	Location Within the Building	Purpose	Maintenance	Knox on Bowman Owners Corp Share of Costs	Stonecutters Lot Owner	Stage 3 Lot Owner	Stage 4 Lot Owner
Emergency Exit Lighting in Fire Stairs	Fire Stairs in basement car park	Lighting to egress routes in event of failure of normal power supply	Inspections and testing every 6 months. Replacement of batteries and lamps	C	C	C	C
Emergency warning and Inter-communication system (EWIS)	Ground floor fire control room and through building	To initiate a sequenced automated evacuation procedure during fire alarm	Monthly, half yearly	C	C	C	C
Fire Indicator Panel	Fire control room on basement level 2	To indicate the presence and location of fire	As required	C	C	C	C
Subsoil Pumps	Basement level B5 & B6	Pump out underground seepage of water	Quarterly	C	C	C	C
MDF Room	Stonecutters Basement Level B1	General ventilation	Regular maintenance	C	C	C	C
Car Park Supply Fan	In basement car park	General ventilation	As required	C	C	C	C
Gas Meter Room Exhaust	Stonecutters Basement Level B2	General ventilation	Regular maintenance	C	C	C	C
Car Park Exhaust	In basement car park	Exhaust air in basement car park for ventilation	As required	C	C	C	C



Shared Facility	Location Within the Building	Purpose	Maintenance	Knox on Bowman Owners Corp Share of Costs	Stonecutters Lot Owner	Stage 3 Lot Owner	Stage 4 Lot Owner
Basement Lighting and Equipment and Outlets	In basement car park	Lighting of basement car park	Annual maintenance	C	C	C	C
Main Distribution Frame	MDF Room	Central point for distribution of telephone cabling	Nil, except to keep room clean	C	C	C	C
Loading Dock (2) and Holding Bay	In basement car park in Stage 3		As required	Nil	Nil	B	B
MATV System	Master antennae television system throughout Building	Provision of television service	When required	C	C	C	C
Main Switchboard	In basement car park	Distribution of electricity	Monthly visual, annual detailed inspection	C	C	C	C
Main Switchboard Room	In basement car park	Room for switchboard(s)	Maintenance including cleaning	A	A	Nil	Nil
Electrical Substation	Within Stonecutters		As required	D	D	D	Nil
Security Monitoring Equipment	Throughout basement car park	To ensure safety of occupants and controlled access to the building	As required	C	C	C	C
Roller Shutter Doors and Boom Gates	In basement car park	To ensure safety of occupants and controlled access to the building	Regular maintenance including cleaning	C	C	C	C

Shared Facility	Location Within the Building	Purpose	Maintenance	Knox on Bowman Owners Corp Share of Costs	Stonecutters Lot Owner	Stage 3 Lot Owner	Stage 4 Lot Owner
Common Accessways (incl linemarking, traffic signs, billboards etc)	In basement car park (levels B1-B6)	Common driveways for access	Regular maintenance including cleaning	C	C	C	C
Cleaning and Pest Control	Throughout the car parks of the Building	Not applicable	Pest control and cleaning as required	C	C	C	C
Visitor Car Parking	In basement car park	Parking for visitors to the Building	As required	C	C	C	C
Motorcycle Parking	In basement car park	Parking for motorcycles	As required	C	C	C	C
Security Personnel	Throughout the car parks of the Building	Required in event of security equipment failure	Not applicable	C	C	C	C
Bicycle Storage (located in Stonecutters Lot)	Stonecutters Lot	Storage of Knox on Bowman and Stonecutters bicycles	As required	A	A	Nil	Nil
Bicycle Storage	Stage 3 or Stage 4	Storage of Stage 3 and Stage 4 bicycles	As required	Nil	Nil	B	B
Loading Dock (located in Stonecutters Lot)	Stonecutters Lot	Shared Loading Dock facility for moving in and out of apartments and other general use excluding waste handling for Knox on Bowman	As required	A	A	Nil	Nil
Car Wash Bay	Stonecutters Lot	Washing of cars	As required	A	A	Nil	Nil

Shared Facility	Location Within the Building	Purpose	Maintenance	Knox on Bowman Owners Corp Share of Costs	Stonecutters Lot Owner	Stage 3 Lot Owner	Stage 4 Lot Owner
Shared Private Domain between Stages 3 & 4				Nil	Nil	B	B
Private Domain including hard and soft landscape	Shared private domain between Knox on Bowman and Stonecutters landscape	Shared private domain between Knox on Bowman and Stonecutters	As required	A	A	Nil	Nil
Gymnasium	Stonecutters Lot	Shared gymnasium between Knox on Bowman and Stonecutters	As required	A	A	Nil	Nil
Swimming pool and associated plant and equipment (located in Stonecutters Lot)	Stonecutters Lot	Shared swimming pool between Knox on Bowman and Stonecutters	As required	A	A	Nil	Nil
Swimming pool (located in Stage 3 or Stage 4)	Located in Stage 3 or Stage 4	Shared swimming pool between Stage 3 and Stage 4	As required	Nil	Nil	B	B

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Shared Facility	Purpose	Knox on Bowman Owners Corp Share of Costs	Stonecutters Lot Owner	Stage 3 Lot Owner	Stage 4 Lot Owner
Accounting and Audit	Production and audit of accounts	C	C	C	C
Taxation	Preparation and lodgement of tax returns, obtaining ABN, preparation and lodgement of BAS forms	C	C	C	C
Strata Manager	Provide Strata and/or Building Management Services	C	C	C	C
Services Contractor, if appointed	Arrange and manage repair and maintenance and statutory obligations regarding essential services, Occupational Health & Safety Requirements etc., provide other services	C	C	C	C
Legal fees	Advice to Members and their representatives regarding the Building Management Committee and the Strata Management Statement	C	C	C	C
Valuation Experts	Provision of valuation and advice for budgeting, insurance and other purposes	C	C	C	C
Insurances	As per Strata Management Statement	Relevant amounts as determined by broker	Relevant amounts as determined by broker	Relevant amounts as determined by broker	Relevant amounts as determined by broker
Accounting and Audit	Production and audit of accounts	C	C	C	C

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**Key**

A  $\frac{1}{2+3}$

B  $\frac{1}{5+6}$

C  $\frac{1}{4}$

D  $\frac{1}{2+3+5}$

Where:

- 1 is gross floor area once strata plan is registered.
- 2 is gross floor area of Knox on Bowman.
- 3 is gross floor area of Stonecutters.
- 4 is total gross floor area for the Building.
- 5 is gross floor area for the Stage 3 Lot.
- 6 is gross floor area for the Stage 4 Lot.

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TERMS AND CONDITIONS NOT  
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