

Access to the Apron

- 45.7 The purpose of the Apron in an emergency is to:
- (a) provide pedestrian egress to Cowper Wharf Roadway; and
 - (b) provide access for emergency vehicles and personnel (eg fire trucks and fire fighters) to the perimeters of structures in The Wharf.
- 45.8 To ensure that the Apron can be properly used in an emergency, the Committee, Members, Owners and Occupiers must ensure that no obstacles are placed on the Apron which are likely to impede its use according to clause 45.7.

Paying costs

- 45.9 Unless this management statement says otherwise, a Member must pay all of their costs associated with them gaining access to parts of The Wharf under this clause.
- 45.10 Clause 45.8 does not apply to MMHC.

46 What funds must the Committee establish?

- 46.1 Within one month after this management statement is registered, the Committee must establish:
- (a) a Capital Works Fund; and
 - (b) an Administrative Fund.
- 46.2 The Committee must use the Capital Works Fund to pay for the renewal and replacement of Shared Facilities.
- 46.3 The Committee must use the Administrative Fund to pay the day to day expenses of operating, maintaining and carrying out preventative maintenance to Shared Facilities, insurance costs, administrative costs and other costs that are not Capital Works Fund costs.

47 Preparing budgets

- 47.1 The Committee must prepare a budget for each 12 month period showing how much money it will need for:
- (a) inspecting, operating, maintaining, carrying out preventative maintenance, renewing and replacing Shared Facilities;
 - (b) complying with its obligations under the Shared Facilities Maintenance Manuals;
 - (c) complying with its obligations under the Substructure Maintenance Manual;

- (d) complying with its obligations under the Fire and Safety Documents;
 - (e) complying with its obligations under the Conservation Plan;
 - (f) complying with its obligations under the Building and Use Standards; and
 - (g) meeting other shared costs for which the Committee is responsible under the Management Act, the Development Act or this management statement.
- 47.2 A budget must contain itemised details of:
- (a) each item for which a Member is responsible to contribute;
 - (b) the proportion that each Member must contribute to each item; and
 - (c) the amount of the proportion that each Member must contribute to each item.
- 47.3 The Committee must prepare the first budget within one month after this management statement is registered.
- 47.4 The Committee may, by Unanimous Resolution, extend or shorten a 12 month budget period.
- 47.5 The Committee must budget sufficient funds to comply with its obligations under this management statement, the Development Act and the Management Act.

48 Determining contributions

Contribution cycle

- 48.1 The Committee must levy Members (excluding MMHC) the contributions it will need for its Administrative Fund and Capital Works Fund for each 12 month period. The amount of contributions must coincide with the budget prepared for the relevant period by the Committee under clause 47.
- 48.2 The Committee must levy the first contribution within one month after this management statement is registered.
- 48.3 The contribution cycle must coincide with the budget cycle in clause 47.

Procedures for determining contributions

- 48.4 Contributions are due and payable by Members in equal quarterly instalments in advance (or for other periods reasonably determined by the Committee).
- 48.5 The Committee must decide contributions for each 12 month period at a Meeting.

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- 48.6 The person who convenes a Meeting to determine contributions must include with the notice of the Meeting:
- (a) the budget prepared by the Committee according to clause 47;
 - (b) the current audit report prepared by the Committee according to clause 49; and
 - (c) the current audited financial statement prepared by the Committee according to clause 49.

Insufficient funds

- 48.7 The Committee must levy Members:
- (a) additional contributions to its Capital Works Fund if it cannot pay its Capital Works Fund debts for a 12 month contribution period; and
 - (b) additional contributions to its Administrative Fund if it cannot pay its Administrative Fund debts for a 12 month contribution period.
- 48.8 The person who convenes a Meeting to determine additional contributions must include with the notice of the Meeting a budget prepared by the Committee for the remainder of the 12 month contribution period which shows:
- (a) how much money the Committee will need for the remainder of the period for the fund for which the additional contribution will be levied; and
 - (b) income that the Committee knows it will receive for that fund during the remainder of the period.

49 Preparing financial statements

- 49.1 Within two months before the end of each 12 month contribution period, the Committee must:
- (a) have its accounts audited by a qualified auditor; and
 - (b) prepare financial statement for each of its accounts.
- 49.2 The Committee must prepare an audited financial statement for its accounts:
- (a) from the date of the last financial statement to within two months before the next contribution period starts; and
 - (b) where possible, in time for Members who are Owners Corporations to include in their budgets their portion of costs under this management statement.

49.3 A financial statement must show for each of the Administrative Fund and the Capital Works Fund at least:

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

50 Paying contributions

50.1 Subject to this clause, the Committee must, at least 30 days before an Administrative Fund or Capital Works Fund contribution is due, give each Member (other than MMHC) a written notice showing for each of the Administrative Fund and Capital Works Fund:

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

50.2 If the Committee has to raise funds in an emergency, it may give less than 30 days notice of the contribution.

50.3 The Committee must serve notices of contribution to each Member (other than MMHC) according to clause 65.

51 Banking money and interest on accounts

51.1 The Committee must:

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

51.2 The Committee may withdraw money from its account only to meet its obligations under or arising from this management statement.

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51.3 The Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Committee must:

- (a) credit it to one of the accounts of the Committee; or
- (b) pay it to the Members according to clause 53.

52 Late payments

52.1 A Member must:

- (a) pay the Committee interest on any amount the Member does not pay on time; and
- (b) pay interest from (and including) the date on which the payment was due until the date it was paid.

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

52.3 A certificate about interest rates given to a Member by the bank or building society of the Committee will be final and binding on the parties.

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

53 Dealing with surplus funds

53.1 If there is surplus money in the Administrative Fund or the Capital Works Fund at the end of a budget cycle under clause 47, the Committee may distribute it between the Members (other than MMHC) in shares decided by the Committee.

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

53.3 The Committee may decide to distribute surplus funds under this clause only by Unanimous Resolution.

54 What are the insurance obligations of the Committee?

General requirements

54.1 The Committee must:

- (a) insure The Wharf under a damage policy according to the Management Act;

- (b) effect building insurance with an insurer authorised to write general insurance business under the *Insurance Act 1973* (Cth) (or another type of insurer approved by the Management Act);
- (c) effect machinery breakdown insurance for Shared Facilities plant and equipment which is not covered under warranty;
- (d) effect public liability insurance for Shared Facilities and, in particular, for the Public Access Area, for a cover of not less than the amount prescribed by section 87(2) of the Management Act for an Owners Corporation;
- (e) effect workers' compensation insurance if required by law; and
- (f) effect enough insurance cover to pay for increased costs during the period of insurance.

Valuations

- 54.2 The Committee must have The Wharf valued for insurance purposes at least every two years. The valuation must be done by a qualified valuer or quantity surveyor who has:
 - (a) a minimum of five years experience; and
 - (b) experience in valuing for insurance purposes buildings like The Wharf.
- 54.3 The Committee must have the first valuation carried out within six months after this management statement is registered.
- 54.4 The Committee must insure The Wharf for the sum determined by the valuer or quantity surveyor (or a higher sum if reasonably determined by the Committee).

Other insurances

- 54.5 The Committee may effect other types of insurance including, but not limited to office bearers liability insurance for its secretary, treasurer and chairperson.

Regular review of insurances

- 54.6 Each year the Committee must:
 - (a) review its current insurance policies;
 - (b) decide whether it needs new policies and, if so, effect those policies; and
 - (c) decide whether it needs to adjust current policies and, if so, adjust those policies.
- 54.7 The secretary of the Committee must include a motion on the agenda for a Meeting to determine the matters in clause 54.6.

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Insuring for new risks

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

Insurance records

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

55 What are the insurance obligations of Members, Owners and Occupiers?

Actions that may increase premiums

- 55.1 A Member, Owner or Occupier must have consent from the Committee to do anything that might:
- (a) void or prejudice insurances effected by the Committee; or
 - (b) increase an insurance premium payable or paid by the Committee.
- 55.2 If a Member does anything to increase an insurance premium paid by the Committee, the Member must pay the Committee the amount by which the premium is increased. The Committee may add the amount to the Administrative Fund contributions payable by the Member.
- 55.3 If an Owner or Occupier does anything to increase an insurance premium paid by the Committee, the Owner or Occupier must pay the Committee the amount by which the premium is increased.

Obligations of Members

- 55.4 A Member who effects insurances (other than insurances effected by the Committee) must:
- (a) note on the policy the names of the other Members who have an insurable interest in the subject matter of the insurance; and
 - (b) allow a claim under the policy by those other Members.

56 Fire and Safety Documents and Conservation Plan

Fire and Safety Documents

- 56.1 The Committee must adopt the Fire and Safety Documents within three months after this management statement is registered.

- 56.2 The purpose of the Fire and Safety Documents is to provide procedures for the safety of Members, Owners and Occupiers during an emergency. The Fire and Safety Documents outline, without limitation:
- (a) guidelines for the appointment of personnel for emergency management organisation;
 - (b) the steps to follow in the event of an evacuation due to fire, bomb threat and other types of emergencies; and
 - (c) outline necessary design, maintenance, operations, testing and certification procedures for essential fire and other safety equipment.

Conservation Plan

- 56.3 The Committee must adopt the Conservation Plan within three months after this management statement is registered.
- 56.4 The purpose of the Conservation Plan is to:
- (a) outline the historical development of The Wharf;
 - (b) identify items and components of The Wharf which have heritage significance;
 - (c) assess the significance of heritage items in The Wharf; and
 - (d) outline constraints and opportunities in re-developing and carrying out Building Works in The Wharf.

Obligations of the Committee and Members

- 56.5 The Committee, Members, Owners and Occupiers must comply on time and at their cost with their obligations under the Fire and Safety Documents and the Conservation Plan.
- 56.6 The Committee, Members, Owners and Occupiers must not carry out any works in The Wharf unless the works comply with the Fire and Safety Documents and the Conservation Plan.

Updating the documents and plan

- 56.7 The Committee must, at least every five years, appoint suitably qualified consultants to:
- (a) review the Fire and Safety Documents and the Conservation Plan; and
 - (b) recommend any amendments to the Fire and Safety Documents and the Conservation Plan which are necessary or desirable to more accurately reflect changes to The Wharf since the Fire and Safety Documents and the Conservation Plan were adopted or last reviewed.
- 56.8 The Committee may amend or add to the Fire and Safety Documents or Conservation Plan only by Unanimous Resolution.

57 Building and Use Standards

Making the standards

- 57.1 The Committee must adopt the Building and Use Standards within one month after this management statement is registered.
- 57.2 The Building and Use Standards apply as if they are part of this management statement.
- 57.3 The Committee may amend or add to the Building and Use Standards only by Unanimous Resolution.

What is the purpose of the standards?

- 57.4 The purpose of the Building and Use Standards is to protect the amenity and property value of The Wharf for all Members, Owners and Occupiers.
- 57.5 The Building and Use Standards cover a wide range of architectural, heritage and other controls affecting The Wharf including, without limitation:
 - (a) maintenance of the architectural integrity of The Wharf;
 - (b) preservation of the heritage significance of The Wharf;
 - (c) ensuring that fire safety for The Wharf is maintained;
 - (d) maintaining the acoustic integrity of The Wharf; and
 - (e) preserving the security of The Wharf.

Obligations of Members, Owners and Occupiers

- 57.6 Members, Owners and Occupiers must:
 - (a) comply with the Building and Use Standards; and
 - (b) obtain all necessary consents under the Building and Use Standards before they carry out Building Works. See clause 58 for more information.

58 Carrying out Building Works

- 58.1 Members, Owners and Occupiers must obtain consent from the Committee to carry out Building Works where required by the Building and Use Standards. Owners and Occupiers of Strata Lots may also need consent from their Owners Corporation to carry out Building Works.

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- 58.2 The Building and Use Standards contain detailed descriptions of the types of works that comprise Building Works and explain when a Member, an Owner or an Occupier must obtain consent to carry out Building Works.
- 58.3 The procedures for obtaining consent to carry out Building Works are in the Building and Use Standards.

59 Lights visible from outside The Wharf

Members, Owners and Occupiers must not have or use lights from The Wharf which, in the reasonable opinion of MMHC or the Committee, might cause:

- (a) a nuisance to an Owner or Occupier in another part of The Wharf; or
- (b) a hazard to traffic, shipping or members of the public.

60 Structural damage to The Wharf

Members, Owners and Occupiers must not bring heavy equipment into The Wharf which might cause structural or other damage to any building or structure. This includes, but is not limited to, heavy machinery, plant, furniture, equipment or materials.

61 Maintaining Lots and Common Property

- 61.1 Members must:
- (a) keep their Stratum Lot or Common Property in their Strata Scheme clean, tidy and free from rubbish; and
 - (b) take all action necessary to keep their Stratum Lot or Common Property in their Strata Scheme free from rodents, vermin, insects, pests, birds and animals.
- 61.2 Owners and Occupiers must:
- (a) keep their Stratum Lot or Strata Lot clean, tidy and free from rubbish; and
 - (b) take all action necessary to keep their Stratum Lot or Strata Lot free from rodents, vermin, insects, pests, birds and animals.

62 Who owns artefacts found at The Wharf?

- 62.1 Members, Owners and Occupiers agree that these items found on or under the surface of the land comprised in The Wharf are the absolute property of MMHC:

- (a) all fossils, artefacts, coins, articles of value or antiquity; and
 - (b) any remains or things of geological, historical or archaeological interest.
- 62.2 Members, Owners and Occupiers must notify MMHC immediately if they find an item described in this clause.
- 62.3 Members, Owners and Occupiers must allow MMHC (or persons it authorises) to watch or examine any excavations of items described in this clause at The Wharf and must:
- (a) use best endeavours to prevent the items being damaged or removed from The Wharf; and
 - (b) carry out the reasonable instructions of MMHC about the delivery or disposal of those items.

63 How to resolve disputes

Interpretation

- 63.1 For the purpose of this clause, "party" or "parties" means the party or parties to a dispute. The party or parties to a dispute may be the Committee, a Member, an Owner or an Occupier.

About disputes

- 63.2 The parties must endeavour in good faith to resolve disputes about this management statement before taking action under this clause.
- 63.3 The parties must deal with disputes about this management statement according to this clause. This includes disputes about:
- (a) the Committee or an officer of the Committee failing to comply with the provisions about Meetings or Emergency Meetings;
 - (b) the Shared Facilities Maintenance Manuals;
 - (c) the Substructure Maintenance Manual;
 - (d) the Fire and Safety Documents;
 - (e) the Conservation Plan;
 - (f) the Building and Use Standards; and
 - (g) decisions of the Committee.

Dispute notice

- 63.4 A party may give another party a dispute notice. In the notice the party must:
- (a) describe what the dispute is about;

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

Negotiation

- 63.5 Within 14 days after a party gives a dispute notice, the parties to the dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If they cannot agree on the time and place, they must meet to try to resolve the dispute by negotiation:
- (a) at 2.00 pm on the day which is 14 days after the dispute notice was given; and
 - (b) at The Wharf or by telephone conference.

Mediation

- 63.6 If the parties cannot resolve their dispute by negotiation, a party may give a mediation notice requiring the parties to:
- (a) refer the dispute to mediation; and
 - (b) appoint a mediator from the panel of mediators kept by LEADR to mediate the dispute.
- 63.7 If the parties cannot agree on the mediator from the LEADR panel within seven days after a party gives a mediation notice, a party may ask the chairperson of LEADR (or the vice chairperson if the chairperson declines) to:
- (a) appoint a mediator from the LEADR panel; and
 - (b) determine the remuneration of the mediator.
- 63.8 The parties must mediate the dispute according to the mediation rules of the Law Society of New South Wales if, within seven days after the mediator is appointed, they do not agree on:
- (a) the mediation procedures they will adopt; and
 - (b) the timetable for the mediation procedures.

The mediation must take place in Sydney, New South Wales.

Expert determination

- 63.9 If the parties cannot resolve their dispute by mediation, a party may give a determination notice requiring the parties to:
- (a) refer the dispute to an independent expert for determination; and

- (b) appoint an expert to determine the dispute.
- 63.10 If the parties cannot agree on an expert within seven days after a party gives a determination notice, a party may ask the chairperson of LEADR (or the vice chairperson if the chairperson declines) to:
 - (a) appoint an appropriate expert having regard to the nature of the dispute; and
 - (b) determine the remuneration of the expert.
- 63.11 The parties must instruct the expert to:
 - (a) act as an expert and not as an arbitrator;
 - (b) determine the rules for the conduct of the expert determination; and
 - (c) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.
- 63.12 The expert:
 - (a) is not bound to observe the rules of natural justice or the rules of evidence;
 - (b) may obtain and refer to documents and information not provided by the parties; and
 - (c) must determine the dispute and give written reasons for the determination within one month of being appointed.
- 63.13 The determination by the expert is final and binding on the parties to the dispute without appeal so far as the law allows.

Costs

- 63.14 The parties to a 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.

64 Details about Members and Representatives

- 64.1 Members must give each other, the secretary of the Committee and the Strata Manager:
 - (a) the current address, facsimile number, e-mail address and telephone number of the Member in Australia;

- (b) the current name, address, facsimile number, e-mail address and telephone number in Australia of their Representative and Substitute Representative; and
 - (c) for Members which are Owners Corporations, the current name, address, facsimile number, e-mail address and telephone number in Australia of their strata managing agent.
- 64.2 A Member who is not resident in Australia may give to the secretary of the Committee and the Strata Manager:
- (a) either an additional Australian or international facsimile number, e-mail address or telephone number; and
 - (b) either an additional Australian or international facsimile number, e-mail address or telephone number for their Representative or Substitute Representative.

65 Serving and receiving notices

How to serve notices

- 65.1 A notice or communication given under this management statement must be in writing or by electronic-transmission and must be:
- (a) delivered personally to the addressee;
 - (b) left at the current address (or addresses) of the addressee;
 - (c) sent by pre-paid ordinary post to the current address (or addresses) of the addressee;
 - (d) sent to the current facsimile number (or numbers) of the addressee; or
 - (e) sent by e-mail to the current e-mail address (or addresses) or the addressee.
- 65.2 For the purposes of serving a notice or communication according to this clause, the current addresses, facsimile numbers and e-mail addresses of Members, Representatives and Substitute Representatives are those supplied under clause 64.

Nominating a second method of service

- 65.3 If required by a Member who is not resident in Australia, the Committee, the secretary of the Committee and the Strata Manager must service notices and communications (or a particular type of notice or communication) on the Member:
- (a) at the address, facsimile number or e-mail address nominated by the Member according to clause 64.1; or
 - (b) at the address, facsimile number or e-mail address nominated by the Member according to clause 64.2; or

(c) both.

When are notices received?

- 65.4 Subject to this clause, a notice or communication takes effect from the time it is received by the addressee or from the time specified in it (whichever is the later).
- 65.5 A posted notice or communication is received on the third day after it is posted.
- 65.6 A facsimile is received:
- (a) 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;
 - (b) if the facsimile is sent after 5.00 pm, on the next business day; or
 - (c) if the facsimile is sent on a day which is not a business day, on the next business day.
- 65.7 An e-mail is received:
- (a) on the date that it was successfully delivered to the addressee (despite whether it was sent on the day that it was successfully delivered);
 - (b) if the e-mail is delivered after 5.00pm, on the next business day; or
 - (c) if the e-mail is delivered on a day which is not a business day, on the next business day.
- 65.8 It is conclusive evidence that an e-mail has been delivered to the addressee if the sender of the e-mail has received electronic verification of successful delivery of the e-mail.

66 Dictionary

- 66.1 This clause explains words written Like This and some other words that have special meanings. Words that this clause does not explain have the same meaning as they do in the Development Act and the Management Act.
- 66.2 Shared Facilities are defined in schedule 1 of this management statement.
- 66.3 In this management statement:
- Administrative Fund** is the fund established by the Committee according to clause 46 to pay for the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs that are not Capital Works Fund costs.

Apron is the concrete apron surrounding the building structures on The Wharf.

Berthing Facility East is strata scheme no. 61620.

Berthing Facility East Owners Corporation is The Owners - Strata Plan No. 61620.

Bicycle Racks are the Common Property bicycle Racks in Carpark Wharf. See clause 39 for more information.

Boardwalk is the timber boardwalk located in the Hotel Lot on the west side of The Wharf. The Boardwalk forms part of the Public Access Area and the Substructure.

Building Manager is the building manager appointed by the Committee under clause 9 to provide management and operational services for The Wharf.

Building Works are, subject to the Building and Use Standards, any works that affect Common Property, Shared Facilities, fixtures, fittings or structures in The Wharf (including structures inside a Strata Lot or Stratum Lot) including, without limitation, works that affect:

- (a) the architectural integrity of The Wharf;
- (b) the external appearance of The Wharf;
- (c) the heritage items in The Wharf; or
- (d) fire safety, the acoustic integrity or security of The Wharf.

See clause 58 for more information.

business day is a day on which banks in New South Wales are open for business.

Capital Works Fund is the fund established by the Committee according to clause 46 to pay for the renewal and replacement of Shared Facilities.

Carpark Wharf is strata scheme no. 61770.

Carpark Wharf Owners Corporation is The Owners - Strata Plan No. 61770.

Central Garbage Room is the garbage and recycling storage room located in the Retail Lot. The Central Garbage Room is part of the Waste Disposal Shared Facility. Its location is shown on the Shared Facilities Plan. See clause 34 for more information.

Commercial Lot is:

- (a) lot 7 in DP 1007565; and

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- (b) the Strata Scheme created if lot 7 in DP 1007565 is subdivided by a strata plan under the Development Act.

Commercial Owner is:

- (a) the lessee from MMHC of lot 7 in DP 1007565; or
- (b) the Owners Corporation created if lot 7 in DP 1007565 is subdivided by a strata plan under the Development Act.

Committee is the building management committee established and maintained by the Members under clause 5 and required by the Development Act. The Committee is responsible to manage and operate The Wharf on behalf of the Members according to this management statement.

Common Property is common property in a Strata Scheme as that term is defined in the Management Act. For the purposes of this management statement, Common Property does not include any Shared Facilities in a Strata Scheme.

Conservation Plan is the conservation plan for The Wharf adopted by the Committee according to clause 56.

Development Act is the *Strata Schemes (Leasehold Development) Act 1986* (NSW).

Easements are the easements, restrictions on use and other dealings under section 88 of the *Conveyancing Act 1919* (NSW) which benefit and burden The Wharf, Strata Schemes, Strata Lots or Stratum Lots.

Emergency Meeting is a meeting convened in an emergency according to clause 11.

Financial Member is, for the purposes of exercising their right to vote on a Resolution at a Meeting or an Emergency Meeting, a Member who has paid the Committee:

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

which are due and payable before the date of the notice of the Meeting or the Emergency Meeting.

Fire and Safety Documents are the fire and safety documents for The Wharf adopted by the Committee according to clause 56.

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

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Grid is the grid reference shown on the as built architectural drawings for The Wharf running from A to G in a west to east direction and from 1 to 68 in a south to north direction.

Gym is the gymnasium and associated facilities located in the Hotel Lot. The Gym is not a Shared Facility. See clause 37 for more information.

Hotel Lot is

- (a) lot 1 in DP 1007565; or
- (b) the Strata Scheme created if lot 1 in DP 1007565 is subdivided by a strata plan under the Development Act.

Hotel Owner is:

- (a) the lessee from MMHC of lot 1 in DP 1007565; or
- (b) the Owners Corporation created if lot 1 in DP 1007565 is subdivided by a strata plan under the Development Act.

LEADR is LEADR (ACN 008 651 232) of Level 4, 233 Macquarie Street, Sydney NSW 2000.

Lot is a Strata Lot or a Stratum Lot at The Wharf.

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

Meeting is a Meeting of the Committee held according to clause 10. A Meeting includes a Meeting held in writing according to clause 10.

Member is:

- (a) the Residential North Owners Corporation;
- (b) the Residential South Owners Corporation;
- (c) The Promenade Owners Corporation;
- (d) the Carpark Wharf Owners Corporation;
- (e) the Berthing Facility East Owners Corporation;
- (f) the Retail Owner;
- (g) the Hotel Owner;
- (h) the Commercial Owner; and
- (i) MMHC.

MMHC is Marine Ministerial Holding Corporation or its successors in title permitted under section 34 of the Development Act.

Occupier is:

- (a) the occupier, lessee or licensee of a Strata Lot (or part of a Strata Lot); and
- (b) the occupier, lessee or licensee of a Stratum Lot (or part of a Stratum Lot).

Owner is:

- (a) the owner for the time being of a leasehold interest in a Strata Lot;
- (b) if a Strata Lot is subdivided or resubdivided, the owner for the time being of a leasehold interest in the new lots;
- (c) the owner for the time being of the leasehold interest in the Hotel Lot;
- (d) the owner for the time being of the leasehold interest in the Retail Lot;
- (e) the owner for the time being of the leasehold interest in the Commercial Lot; and
- (f) the mortgagee in possession of a Strata Lot or a Stratum Lot.

Owners Corporation is an owners corporation constituted under the Management Act. The Members which are Owners Corporation are:

- (a) the Residential North Owners Corporation;
- (b) the Residential South Owners Corporation;
- (c) The Promenade Owners Corporation;
- (d) the Carpark Wharf Owners Corporation;
- (e) the Berthing Facility East Owners Corporation; and
- (f) an Owners Corporation created if the Hotel Lot, the Retail Lot or the Commercial Lot are subdivided by a strata plan under the Development Act.

Representative is a natural person appointed by a Member to represent the Member at Meetings and Emergency Meetings. A Member which is an Owners Corporation must appoint its Representative by special resolution according to the Development Act. See clause 5 for more information.

Residential North is strata scheme no. 61771.

Residential North Owners Corporation is The Owners - Strata Plan No. 61771.

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Residential South is strata scheme no. 61618.

Residential South Owners Corporation is The Owners - Strata Plan No. 61618.

Resolution is a resolution for which a majority of Financial Members vote in favour.

Retail Lot is:

- (a) lot 3 in DP 1007565; or
- (b) the Strata Scheme created if lot 3 in DP 1007565 is subdivided by a strata plan under the Development Act.

Retail Owner is:

- (a) the lessee from MMHC of lot 3 in DP 1007565; or
- (b) the Owners Corporation created if lot 3 in DP 1007565 is subdivided by a strata plan under the Development Act.

Rules are rules made by the Committee according to clause 6 about the management, operation, maintenance and control of The Wharf and Shared Facilities.

Services include, without limitation:

- (a) electricity, water, gas, telecommunications and electronic communications supplied by the Committee to a Strata Scheme, a Strata Lot or a Stratum Lot according to clause 35; and
- (b) additional services which the Committee decides to supply according to clause 35.

Shared Facilities are:

- (a) services, facilities, machinery and equipment and other items used by two or more Members;
- (b) costs for items like the Building Manager, Strata Manager and insurances for The Wharf; and
- (c) other facilities and services nominated by or according to this management statement as Shared Facilities.

Shared Facilities include the items in clause 27 and in schedule 1.

Shared Facilities Maintenance Manuals are the manuals prepared from time to time by the manufacturers and suppliers of Shared Facilities (other than the Substructure) containing the obligations of the Committee to inspect, maintain, repair and replace Shared Facilities (other than the Substructure). See clause 42 for more information.

Shared Facilities Plan is the shared facilities plan on sheets 96 to 98 of this management statement which shows the location of several Shared Facilities.

South Concourse is the part of the Concourse which is accessible by the public between Grids 18 and 27 but excluding any part of the Concourse which forms part of the operational area of the Hotel Lot. See clause 28 for more information.

Strata Lot is a lot created by strata subdivision under the Development Act of a Stratum Lot in The Wharf.

Strata Manager is the strata manager appointed by the Committee under clause 8 to assist in the management of The Wharf and perform administrative, financial management and book keeping functions for the Committee.

Strata Scheme is a strata scheme under the Development Act.

Stratum Lot is a lot in The Wharf that has not been subdivided by a strata plan under the Development Act.

Substitute Representative is a natural person appointed by a Member to represent them as a substitute for their Representative. See clause 5 for more information.

Substructure Maintenance Manual is the maintenance manual containing the obligations of the Committee, Members, Owners and Occupiers to inspect, maintain, repair and replace the Substructure. See clause 42 for more information. For the definition of Substructure, see item 32 in schedule 1.

Swimming Pool is the swimming pool and associated facilities located in the Hotel Lot. The Swimming Pool is not a Shared Facility. See clause 37 for more information.

The Promenade is strata scheme no. 61619.

The Promenade Owners Corporation is The Owners - Strata Plan No. 61619.

The Wharf is:

- (a) the structures erected on the land comprised in lots 1 to 8 (inclusive) in DP 1007565; and
- (b) Stratum Lots and Strata Schemes created by the subdivision of that land.

Unanimous Resolution is a resolution for which:

- (a) no Member casts a vote against; and
- (b) MMHC votes in favour.

See clause 18 for more information.

67 Interpreting this management statement

- 67.1 In this management statement, a reference to:
- (a) a thing includes the whole or each part of it;
 - (b) a document includes any variation or replacement of it;
 - (c) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendment, re-enactments or replacements of them;
 - (d) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
 - (e) the singular includes the plural and vice versa.
- 67.2 Headings do not affect the interpretation of this management statement.
- 67.3 A term of this management statement, or a right created under it, may not be waived or varied except in writing signed by the party or parties to be bound.
- 67.4 If the whole or any part of a provision in this management statement is void, unenforceable or illegal, then that provision is severed from this management statement. The remainder of this management statement has full force and effect unless the severance alters the basic nature of this management statement or is contrary to public policy

Schedule 1

List of Shared Facilities

This schedule describes the Shared Facilities in The Wharf. The list of Shared Facilities must be read in conjunction with clause 27 which describe the costs associated with the operation, management, repair, maintenance, preventative maintenance and replacement of Shared Facilities.

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

- 1. Berthing Facility** The Berthing Facility is located in Berthing Facility East. It includes, without limitation:

- (a) jetties in Berthing Facility East;
- (b) mooring points in Berthing Facility East;
- (c) piles located in Berthing Facility East (structural and non-structural) that do not form part of the Substructure;
- (d) pontoons in Berthing Facility East; and
- (e) all structures associated with Common Property in Berthing Facility East Strata and with the use of Strata Lots as berthing facilities.

The Berthing Facility is available for use by:

- (a) the Berthing Facility East Owners Corporation;
- (b) Owners and Occupiers of Strata Lots in Berthing Facility East; and
- (c) invitees of and persons authorised by them.

See clause 31 for more information.

- 2. Building Management Services** Building Management Services are the services provided by the Building Manager. Costs for Building Management Services include, without limitation:

- (a) the administration fee and supervision fee which the Committee must pay the Building Manager according to their agreement under clause 9; and
- (b) extra services and all other costs incurred by the Committee according to its agreement with the Building Manager under clause 9.

- 3. Carwash Bay** The Carwash Bay is the Common Property area in the north eastern corner of Carpark Wharf used for washing cars. Costs for the Carwash Bay include, without limitation:

- (a) water supply;

- (b) pipework; and
- (c) equipment provided for car washing facilities.

The Carwash Bay is available for use by all Members, Owners and Occupiers. The location of the Carwash Bay is shown on the Shared Facilities Plan.

4. Carpark Accessway

The Carpark Accessway is in the Hotel Lot and Carpark Wharf. It includes, without limitation:

- (a) the vehicular accessway in the Hotel Lot from Grids 22 to 33;
- (b) the Common Property accessway in Carpark Wharf north of Grid 31;
- (c) the entry roller shutters and boom gates between Grids 31 and 32 and at Grid 59; and
- (d) the surface finish of the Common Property accessway (including painted markings).

The Carpark Accessway is available for use by:

- (a) the Residential North Owners Corporation;
- (b) Owners and Occupiers of Strata Lots in Residential North;
- (c) the Carpark Wharf Owners Corporation; and
- (d) Owners and Occupiers of Strata Lots in Carpark Wharf.

The location of the Carpark Accessway is shown on the Shared Facilities Plan.

5. Communications Room

The Communications Room is located in level 1 of the Hotel Lot between Grids 24 and 25. It includes, without limitation:

- (a) the patch panels, distribution boards and associated equipment for telephone, MATV, and satellite TV services other than equipment owned and maintained by Telstra or other third parties; and
- (b) the room in which those facilities are located including lighting, air-conditioning and ventilation equipment.

The location of the Communications Room is shown on the Shared Facilities Plan.

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6. Condenser Water System

The Condenser Water System provides condensed water to the air conditioning units in Residential North, Residential South, The Promenade, part of the Hotel Lot, the Retail Lot and the Commercial Lot.

The Condenser Water System includes, without limitation:

- (a) condenser plant located in the Plant Room;
- (b) boilers, pumps, valves, header pipes and condenser water treatment equipment located in the Plant Room; and
- (c) pipes, valves and stop cocks used to transport the condenser water throughout The Wharf.

The Condenser Water System does not include:

- (a) air conditioning plant and equipment inside a Strata Lot, Common Property, the Hotel Lot, the Commercial Lot or the Retail Lot;
- (b) pipe work down stream of the stop cock at the connection of the Condenser Water System to each air conditioning unit; and
- (c) the separate condenser water system which services the Hotel Lot.

The Condenser Water System is available for use by all Members, Owners and Occupiers other than:

- (a) the Carpark Wharf Owners Corporation;
- (b) Owners and Occupiers of Strata Lots in Carpark Wharf;
- (c) the Berthing Facility East Owners Corporation; or
- (d) Owners and Occupiers of Strata Lots in Berthing Facility East.

7. Conservation Plan

The Committee must adopt a conservation plan for The Wharf according to clause 56.

Costs for the Conservation Plan include, without limitation, the costs to the Committee for:

- (a) complying with its obligations under the Conservation Plan; and
- (b) reviewing and updating the Conservation Plan according to clause 56.

8. Delivery Accessway

The Delivery Accessway is the 6 metre wide carriageway providing access to the loading docks in the Retail Lot and Hotel Lot, the Central Garbage Room and Carpark Wharf along the eastern Apron from Cowper Wharf Roadway between Grid 1 and Grid 22.

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The Delivery Accessway includes, without limitation:

- (a) the returns at the entrance to the Central Garbage Room and the loading docks in the Hotel Lot and Retail Lot;
- (b) the boom gate at Grid 6 giving access to the Delivery Accessway (excluding Security Keys to open the boom gate and the Security Key electronic reader);
- (c) the surface materials on the Delivery Accessway, including line markings;
- (d) signs and bollards installed in the Delivery Accessway and adjacent to the Delivery Accessway (if those signs and bollards are used in the operation of the Delivery Accessway); and
- (e) all associated elements necessary for the safe use and operation of the Delivery Accessway.

The Delivery Accessway is available for use by all Members, Owners and Occupiers. The location of the Delivery Accessway is shown on the Shared Facilities Plan.

9. Electrical Supply

Electrical Supply includes the electricity supplied through the following EnergyAustralia electrical meters:

- (a) Meter E1 (being EnergyAustralia meter #QAL 405686);
- (b) Meter E4 (being EnergyAustralia meter #QAL 405680);
- (c) Meter E7 (being EnergyAustralia meter #QAL 405771); and
- (d) Meter E9 (being EnergyAustralia meter #QAL 405787).

Costs associated with the Electrical Supply include, without limitation:

- (a) electricity supplied to the electrical meters (according to meter readings and accounts supplied by EnergyAustralia);
- (b) all sub-meters and distribution boards connected to each of Meter E1, Meter E4, Meter E7 and Meter E9; and
- (c) associated downstream cabling.

10. Electrical System

- 10.1 Electrical Substation The Electrical Substation is the free standing single storey building in the Hotel Lot on the eastern side of The Wharf adjacent to Cowper Wharf Roadway. The Electrical Substation includes, without limitation, the building structure and fabric comprising the Electrical Substation. It excludes the electrical transformers and other equipment servicing the Electrical Substation which are the property of EnergyAustralia.

The location of the Electrical Substation is shown on Shared Facilities Plan.

10.2 Switchboards

The Switchboards include the five main switchboards servicing The Wharf. They are:

- (a) two main switchboards in the Plant Room (see item 25 in this schedule);
- (b) two main switchboards in Electrical Switch Room "A" on level 1 of the Hotel Lot between Grids 25 and 26 adjacent to Grid E; and
- (c) one main switchboard in Electrical Switch Room "B" located on level 1 of Residential North at Grid 63 adjacent to Grid B.

Costs associated with the Switchboards include, without limitation, the costs to regularly maintain, service and, where necessary, repair the Switchboards.

The locations of Plant Room and Electrical Switch Rooms "A" and "B" are shown on the Shared Facilities Plan.

11. Entry Gates

The Entry Gates are the restored and replica heritage gate posts and gates located in the Hotel Lot at Grid 1 (approximately) and between Grids A and B, C and E and F and G.

12. External Lighting

External Lighting is the light poles and fittings at the perimeter of the Apron and Boardwalk, at the Porte Cochere (see item 26 in this schedule) and the southern elevation of The Wharf.

Costs for External Lighting include the costs for light fittings, globes, cables and stands. They do not include electrical supply costs.

13. Fire System

The Fire System is an integrated system located throughout The Wharf. It includes, without limitation, each of the following items:

- (a) the fire hydrant system which includes all booster pumps, valves, header pipes and pipework associated with the fire hydrant system;
- (b) the fire sprinkler system including all booster pumps, valves, header pipes, pipework and electrical components that form part of the fire sprinkler system;
- (c) all fire hose reels and fire extinguishers;
- (d) the emergency warning intercommunication system (EWIS) and fire alarm systems including speakers, alarms and associated electrical components;
- (e) the fire detection system including all fire, smoke and heat detectors including electrical components which form part of the fire detection system;

- (f) stair pressurisation systems including all motors, fans, ducting, grilles, filters, electrical components and other items that form part of the stair pressurisation systems;
- (g) the concourse ventilation system including the automated lantern roof panels and associated electric and compressed air system plus the electric air dampers located at the Concourse air inlet ducts;
- (h) the emergency lighting system including all light fittings, batteries and other components forming part of the emergency lighting system;
- (i) the fire indicator panel and mimic panels together with their associated electrical components;
- (j) the fire control room and diesel pump room. The locations of the rooms are shown on the Shared Facilities Plan; and
- (k) all other items and features associated with the integrated fire system for The Wharf.

Costs for the Fire System include the costs to:

- (a) comply with the obligations of the Committee under the Fire Safety Documents; and
- (b) review and update the Fire Safety Documents according to clause 56.

The Fire System does not include additional fire safety equipment or services installed in a Strata Scheme, Strata Lot or Stratum Lot by a Member, an Owner or an Occupier.

14. Gantries

There are three Gantries in The Wharf located on the eastern Apron at:

- (a) Grids 6 to 7 (located in the Hotel Lot);
- (b) Grids 9 to 10 (located in the Hotel Lot); and
- (c) Grid 24 (in the Hotel Lot and The Promenade).

15. Gas Supply

The Gas Supply is the gas supplied to the boiler which forms part of the Condenser Water System. See item 6 in this schedule for more information.

16. Goods Conveyors

There are eight Goods Conveyors in The Wharf:

- (a) four in Residential South;
- (b) two in the Hotel Lot; and
- (c) two in both the Hotel Lot and The Promenade.

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Only the Goods Conveyors in (b) and (c) above form part of this Shared Facility.

The Goods Conveyors include the timber bridges associated with the Goods Conveyors. Costs for the Goods Conveyors include, without limitation, costs for painting, cleaning and maintenance.

17. Grease Arrestor System

The Grease Arrestor System includes that part of the grease arrester pump out line which is shared between the grease arrester servicing the Hotel Lot and the grease arrestors servicing the Retail Lot.

The Grease Arrestor System is available for use only by:

- (a) the Hotel Owner;
- (b) an Occupier of the Hotel Lot (or part of the Hotel Lot);
- (c) the Retail Owner; and
- (d) an Occupier of the Retail Lot (or part of the Retail Lot).

18. Heat Exchange System

The Heat Exchange System is located in the Plant Room with pipework extending beneath The Wharf substructure into Sydney Harbour.

The Heat Exchange System services the Retail Lot, the Hotel Lot, the Commercial Lot, Residential North, Residential South and The Promenade. It includes, without limitation:

- (a) heat exchange units in the Plant Room (see item 25 in this schedule);
- (b) pumps to operate the heat exchange system located in the Plant Room;
- (c) filtration equipment located in the Plant Room;
- (d) chemical treatment equipment located in the Plant Room;
- (e) sea water collection and discharge pipes located beneath the underside of the Substructure which run into Sydney Harbour; and
- (f) valves, header pipes, pipes and other cables, wires and ducts associated with the operation of the Heat Exchange System.

The Heat Exchange System is available for use by all Members, Owners and Occupiers other than:

- (a) the Carpark Wharf Owners Corporation;
- (b) Owners and Occupiers of Strata Lots in Carpark Wharf;
- (c) the Berthing Facility East Owners Corporation; and
- (d) Owners and Occupiers of Strata Lots in Berthing Facility East.

19. Heritage Interpretation Displays

The Heritage Interpretation Displays are the interpretation displays located throughout The Wharf which explain the heritage significance and history of The Wharf.

Heritage Interpretation Displays include, without limitation:

- (a) signage;
- (b) interpretation plaques;
- (c) heritage items;
- (d) photographs;
- (e) montages; and
- (f) any other items in The Wharf which explain its heritage significance and history.

20. Hot Water Room

The Hot Water Room is located on Level 1 of the Hotel Lot between Grids 22 to 24 adjacent Grid E. It houses separate hot water plant for the Hotel Lot, Residential South and The Promenade. The location of the Hot Water Room is shown on the Shared Facilities Plan.

The Hot Water Room does not include the hot water heaters or plant and equipment in the room.

The Hot Water Room is available for use by:

- (a) the Residential South Owners Corporation;
- (b) Owners and Occupiers of Strata Lots in Residential South;
- (c) The Promenade Owners Corporation;
- (d) Owners and Occupiers of Strata Lots in The Promenade;
- (e) the Hotel Owner; and
- (f) Occupiers of the Hotel Lot (or part of the Hotel Lot).

21. Hydraulic System

The Hydraulic System includes all pumps, pipes, valves, Sydney Water meters and other fittings from the water connection point with the Council of the City of Sydney water main in Cowper Wharf Roadway to the sub-meters servicing each Strata Scheme and Stratum Lot.

22. Insurance

Costs for insurances include, without limitation:

- (a) building insurance premiums;
- (b) machinery breakdown insurance premiums;
- (c) public liability insurance premiums effected by the Committee;

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- (d) premiums for other insurances effected by the Committee according to clause 54;
- (e) excesses on insurance policies effected by the Committee;
- (f) valuations of The Wharf for insurance purposes;
- (g) insurance broker fees; and
- (h) other insurance costs incurred by the Committee.

See clause 54 for more information.

23. Mechanical Ventilation Systems

Mechanical Ventilation Systems which are Shared Facilities are limited to the:

- (a) the exhaust risers EF PA-1, EF PA-4, EF PA-5, EF PA-7, EF PA-9, EF PA-11, EF PA-12, EF PA-13, EF PA-17, EF PA-19, EF PA-21, EF PA-23, EF HR-3, EF HR-7, EF HR-9 and EF HR-11; and
- (b) supply fan systems SF H1-3, SF H1-2.

Mechanical Ventilation Systems include, without limitation:

- (a) ducts servicing the exhaust risers forming part of the Mechanical Ventilation Systems; and
- (b) fan motors and housing located on the roof of The Wharf servicing the Mechanical Ventilation Systems.

Various components of the Mechanical Ventilation Systems are available for use by different Members, Owners and Occupiers. Item 23 in schedule 2 gives a breakdown of the Members, Owners and Occupiers the cost sharing arrangements for each component. This also indicates who is entitled to use each component.

24. North Concourse

The North Concourse is located in Residential South between Grids 33 and 59 and between Grids C and E. It includes the furniture, artwork and other furnishings and equipment provided for passive recreation purposes.

The North Concourse is available for use by:

- (a) the Residential South Owners Corporation;
- (b) Owners and Occupiers of Strata Lots in Residential South;
- (c) The Promenade Owners Corporation;
- (d) Owners and Occupiers of Strata Lots in The Promenade; and
- (e) invitees and persons authorised by them.

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25. Plant Room

The Plant Room is the concrete plant room structure which forms part of the Sub-Structure. It includes:

- (a) the services necessary for the operation of the Plant Room (eg ventilation and lighting);
- (b) the access stair leading to the Plant Room;
- (c) the removable access lid leading into the Plant Room; and
- (d) the seepage water pump out.

The Plant Room is located in the Hotel Lot beneath level 1 between Grids 6 and 9 and between Grids E and F. The location of the Plant Room is shown on the Shared Facilities Plan.

26. Porte Cochere

The Porte Cochere is located in the Hotel Lot at the entrance to The Wharf from Cowper Wharf Roadway. It includes, without limitation:

- (a) beams, columns, footings and other structural elements in and supporting the Porte Cochere;
- (b) drainage servicing the Porte Cochere;
- (c) glazed panels forming the entrance canopy to the Porte Cochere; and
- (d) signage for The Wharf located on the Porte Cochere (if any).

The Porte Cochere excludes signage which is particular to a Strata Scheme or Stratum Lot (eg signage exclusively for the Hotel Lot).

27. Private Landing Pontoon

The Private Landing Pontoon is the floating concrete pontoon located (or to be located) adjacent to the Boardwalk. It includes the gangway, piles and mooring points which provides embarking and disembarking facilities to Members, Owners and Occupiers and their guests.

The Private Landing Pontoon is a Shared Facility only during the periods which there is a licence between the Committee and MMHC according to clause 36.

28. Public Access Area

The Public Access Area includes, without limitation the parts of the Apron, Boardwalk, Concourse, eastern footpath and transept which are available to members of the public according to the Easements.

Costs associated with the Public Access areas include the cost of signage, cleaning, the repair of furniture and landscaping and lighting that is provided to facilitate public access in these areas.

The location of the Public Access Area is shown on the Shared Facilities Plan. See clause 30 for more information.

29. Security System

29.1 Intercom

The Intercom services:

- (a) Residential North, Residential South and The Promenade (and Strata Lots in those Strata Schemes); and
- (b) the security boomgate off Cowper Wharf Roadway.

The Intercom includes all equipment, cameras, pipes, wire, cables and ducts servicing the Intercom. It does not include handsets inside Strata Lots.

29.2 Security Cameras

Security Cameras include:

- (a) security cameras throughout The Wharf;
- (b) cables servicing security cameras throughout The Wharf;
- (c) monitors and video recorders (including video tapes) for security cameras in The Wharf; and
- (d) software and computers servicing security cameras throughout The Wharf.

29.3 Security Keys

Security Keys are keys, swipe cards, magnetic devices, remote control hand units, and other devices and information used to gain access to secure areas of The Wharf. Security Keys includes computer hardware, software and service costs to program Security Keys.

See clause 29 for more information.

29.4 Security Monitoring

Security Monitoring is the provision of security personnel to monitor Security Cameras (including any other services that security personnel may provide simultaneously).

Costs for Security Monitoring include costs for equipment and expenses incurred by security personnel in conducting the Security Monitoring.

29.5 Security Patrol

The Security Patrol includes security personnel to conduct patrols of The Wharf and its immediate precinct.

Costs for the Security Patrol include costs for two way radios and other equipment required in effectively carrying out the Security Patrol.

30. Sewerage System

The Sewerage System includes:

- (a) stack work and vent pipes which service more than one Stratum Lot or more than one Strata Scheme (or a combination of both); and
- (b) all sewerage pipe work located beneath the Substructure.

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31. Strata Management Services

Strata Management Services are the services provided by the Strata Manager appointed by the Committee according to clause 8.

Costs for the Strata Manager include, without limitation:

- (a) remuneration and other fees which the Committee must pay the Strata Manager according under their agreement pursuant to clause 8;
- (b) all costs incurred by the Committee according to its agreement with the Strata Manager under clause 8;
- (c) audit fees incurred by the Committee; and
- (d) other cost incurred by the Committee to operate its books and records (including its financial records) according to this management statement.

32. Substructure

The Substructure is the substructure of The Wharf (excluding Berthing Facility East). The Substructure includes, without limitation:

- (a) the Apron structure (excluding the surface finish of the Apron);
- (b) the Boardwalk structure;
- (c) the level 1 concrete slab (excluding the surface finish of the concrete slab);
- (d) the level 1 roadway structure between Grids C and E and Grids 1 and 59;
- (e) lift pits;
- (f) piles (structural and non-structural) which are not located in Berthing Facility East;
- (g) the Plant Room;
- (h) the public viewing platform in Residential North which is open to the public;
- (i) the seawall;
- (j) tie backs and dead men; and
- (k) timber logs located around the Apron.

Costs associated with the Substructure include all costs incurred by the Committee in fulfilling its obligations under the Substructure Maintenance Manual.

33. Television Aerials

Television Aerials include those satellite dishes, amplifiers, aerials and cables which provide free-to-air and pay TV signal to more than one Stratum Lot or Strata Scheme (or both).

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34. Termite Control

Costs for Termite Control include, without limitation:

- (a) regular inspections for The Wharf for termite infestation;
- (b) treatments to prevent termite infestation;
- (c) works carried out to repair termite damage; and
- (d) all other costs the Committee incurs in maintaining and implementing strategies to monitor and control termites according to clause 33.

In this item, "termite" includes any pest which may cause structural damage to The Wharf or a component of The Wharf.

See clause 33 for more information.

35. Waste Disposal

The costs for Waste Disposal include, without limitation:

- (a) the provision of receptacles for garbage and recyclable materials, including receptacles for Common Property garbage chutes in Residential North, Residential South and The Promenade;
- (b) the storage and removal of garbage and recyclable materials from the Central Garbage Room;
- (c) the transportation of garbage and recyclable materials from Residential North, Residential South and The Promenade to the Central Garbage Room;
- (d) the provision of the adequate number of persons to perform the obligations of the Committee under this management statement in regard to the storage and disposal of garbage and recyclable materials;
- (e) the Central Garbage Room including the cost of refrigeration, hot water, cleaning and the roller door; and
- (f) waste disposal costs including transport and government charges.

See clause 34 for more information.

36. Water Supply

Costs for Water Supply include:

- (a) the cost of the supply of water to each Strata Scheme and Stratum Lot as levied by the water supply authority;
- (b) the water service charge;
- (c) the sewerage charge;
- (d) the sewer usage charge;

- (e) all charges relating to trade waste from the Hotel Lot and Retail Lot; and
- (f) any other charges that are payable to the water supply authority.

37. Wharf 7 Offices

The Wharf 7 Offices are located in the Common Property of Residential South. The Wharf 7 offices include, without limitation:

- (a) the mail room (excluding keys to each mail box which belong to the Member, Owner or Occupier who uses the mail box);
- (b) the notice board in the mail room;
- (c) the security room;
- (d) the meeting room;
- (e) the offices;
- (f) kitchen and bathroom facilities;
- (g) consumables used in the kitchen and bathroom facilities (eg cleaning aids);
- (h) corridors and stairwells;
- (i) an external terrace;
- (j) the disabled hoist adjacent to the mail room; and
- (k) air conditioning plant and equipment servicing the Wharf 7 Offices.

The location of the Wharf 7 Offices is shown on the Shared Facilities Plan. See clause 32 for more information.

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Schedule 2 Division of costs for Shared Facilities

The percentages in the second to ninth columns represent the percentage of the total cost for each Shared Facility that the Members must contribute.

If this schedule does not apportion the cost for a particular Shared Facility, the Members must contribute towards the cost of the Shared Facility according to clause 40.

Shared Facility	Residential North	Residential South	Promenade	Carpark Wharf	Berthing Facility East	Hotel	Retail	Commercial	Method of dividing cost
1. Berthing Facility	0%	0%	0%	0%	100%	0%	0%	0%	The Berthing Facility East Owners Corporation is the only Member entitled to use the Berthing Facility and must pay all costs associated with the Berthing Facility.
2. Building Management Services	-	-	-	-	-	-	-	-	Relative proportion of the annual budgeted value of service contracts for Shared Facilities affecting or servicing each Stratum Lot and Strata Scheme which are supervised by the Building Manager according to the agreement between the Building Manager and the Committee under clause 9.
3. Carwash Bay	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.
4. Carpark Accessway	11%	0%	0%	89%	0%	0%	0%	0%	Relative proportion of the number of car spaces available in the Strata Scheme of each user of the Carpark Accessway.

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Shared Facility	Residential North	Residential South	Promenade	Carpark Wharf	Berthing Facility East	Hotel	Retail	Commercial	Method of dividing cost
5. Communications Room	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.
6. Condenser Water System	11%	46%	11%	0%	0%	3%	27%	2%	Relative proportion of the diversified usage design load for the system allowed for each user of the system.
7. Conservation Plan	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.
8. Delivery Accessway	4%	12%	4%	0%	0%	30%	50%	0%	Estimated traffic generation due to use of the loading docks in the Hotel Lot and Retail Lot and the Central Garbage Room.
9. Electrical Supply									
9.1 Meter E1									
(a) Digital Submeter D1	0%	0%	0%	100%	0%	0%	0%	0%	Estimated electricity supplied per annum to each user.
(b) Digital Submeter D2	12%	50%	11%	2%	3%	13%	8%	1%	Estimated electricity supplied per annum to each user.
(c) Digital Submeter D3	0%	0%	50%	0%	0%	50%	0%	0%	Estimated electricity supplied per annum to each user.
(d) Digital Submeter D4	0%	1%	1%	1%	0%	96%	1%	0%	Estimated electricity supplied per annum to each user.

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Shared Facility	Residential North	Residential South	Promenade	Carpark Wharf	Berthing Facility East	Hotel	Retail	Commercial	Method of dividing cost
(e) Digital Submeter D5 9.2 Meter E4	3%	12%	3%	0%	1%	79%	2%	0%	Estimated electricity supplied per annum to each user.
(a) Digital Submeter D12	12%	50%	11%	2%	3%	13%	8%	1%	Estimated electricity supplied per annum to each user.
(b) Digital Submeter D13	12%	50%	11%	2%	3%	13%	8%	1%	Estimated electricity supplied per annum to each user.
(c) Digital Submeter D14	0%	0%	33%	0%	0%	67%	0%	0%	Estimated electricity supplied per annum to each user.
(d) Digital Submeter D15	4%	15%	3%	1%	0%	68%	8%	1%	Estimated electricity supplied per annum to each user.
(e) Digital Submeter D16 9.3 Meter E7	12%	50%	11%	2%	3%	13%	8%	1%	Estimated electricity supplied per annum to each user.
(a) Digital Submeter D23	0%	0%	0%	100%	0%	0%	0%	0%	Estimated electricity supplied per annum to each user.
(b) Digital Submeter D24	-	-	-	-	-	-	-	-	Estimated electricity supplied per annum to each user.
(c) Digital Submeter D25	0%	100%	0%	0%	0%	0%	0%	0%	Estimated electricity supplied per annum to each user.

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Shared Facility	Residential North	Residential South	Promenade	Carpark Wharf	Berthing Facility East	Hotel	Retail	Commercial	Method of dividing cost
(d) Digital Submeter D26	12%	50%	11%	2%	3%	13%	8%	1%	Estimated electricity supplied per annum to each user.
9.4 Meter E9									
(a) Digital Submeter D30	12%	50%	11%	2%	3%	13%	8%	1%	Estimated electricity supplied per annum to each user.
(b) Digital Submeter D31	12%	50%	11%	2%	3%	13%	8%	1%	Estimated electricity supplied per annum to each user.
(c) Digital Submeter D32	0%	100%	0%	0%	0%	0%	0%	0%	Estimated electricity supplied per annum to each user.
(d) Digital Submeter D33	-	-	-	-	-	-	-	-	Estimated electricity supplied per annum to each user.
10. Electrical System									
10.1 Electrical Substation	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.
10.2 Switchboards	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.
11. Entry Gates	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.

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Shared Facility	Residential North	Residential South	Promenade	Carpark Wharf	Berthing Facility East	Hotel	Retail	Commercial	Method of dividing cost
12. External Lighting	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area
13. Fire System	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area
14. Gantries	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area
15. Gas supply	11%	46%	11%	0%	0%	3%	27%	2%	Relative proportion of the diversified usage design load for the system allowed for each user of the system.
16. Goods Conveyors	24%	0%	22%	4%	6%	26%	16%	2%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area but allowing for the obligation of Residential South to maintain the four northern Goods Conveyors.
17. Grease Arrestor System	0%	0%	0%	0%	0%	36%	64%	0%	Relative proportion of the grease arrestor capacity servicing each user of the system.
18. Heat Exchange System	9%	36%	8%	0%	0%	25%	21%	1%	Relative proportion of the diversified usage design load for the system allowed for each user of the system.

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Shared Facility	Residential North	Residential South	Promenade	Carpark Wharf	Berthing Facility East	Hotel	Retail	Commercial	Method of dividing cost
19. Heritage Interpretation Displays	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.
20. Hot Water Room	0%	34%	33%	0%	0%	33%	0%	0%	An equal distribution between the users of the Hot Water Room.
21. Hydraulic System	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.
22. Insurance									
22.1 Building insurance premiums (including excesses)	9%	51%	13%	1%	2%	15%	8%	1%	Relative proportion of the replacement cost of each Strata Scheme and Stratum Lot (according to the Management Act).
22.2 Public liability insurance premiums (including excesses)	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.
22.3 Machinery breakdown insurance premiums (including excesses)	-	-	-	-	-	-	-	-	Relative proportion of the value of machinery insured allocated to each user of the machinery.

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Shared Facility	Residential North	Residential South	Promenade	Carpark Wharf	Berthing Facility East	Hotel	Retail	Commercial	Method of dividing cost
22.4 Other	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.
23. Mechanical Ventilation Systems									
23.1 Exhaust risers EF PA-1, EF PA-4, EF PA-5, EF PA-7, EF PA-9 and EF PA-11	0%	0%	55%	0%	0%	0%	45%	0%	Relative proportion of the design air volume for each user of the system.
23.2 Exhaust risers EF HR-3, EF HR-5, EF HR-7, EF HR-9 and EF HR-11	0%	0%	0%	0%	0%	44%	56%	0%	Relative proportion of the design air volume for each user of the system.
23.3 Exhaust risers EF PA-12, EF PA-13 and EF PA-17	0%	0%	57%	0%	0%	43%	0%	0%	Relative proportion of the design air volume for each user of the system.
23.4 Exhaust riser EF PA-19	3%	18%	44%	0%	0%	10%	24%	1%	Relative proportion of the design air volume for each user of the system.
23.5 Exhaust riser EF PA-21	0%	0%	46%	0%	0%	21%	0%	33%	Relative proportion of the design air volume for each user of the system.
23.6 Exhaust riser EF PA-23	0%	0%	57%	0%	0%	0%	0%	43%	Relative proportion of the design air volume for each user of the system.

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Shared Facility	Residential North	Residential South	Promenade	Carpark Wharf	Berthing Facility East	Hotel	Retail	Commercial	Method of dividing cost
23.7 Supply fan EF-H1-2	8%	34%	7%	1%	2%	22%	25%	1%	Relative proportion of the design air volume for each user of the system.
23.8 Supply fan SF-H1-3	5%	21%	18%	1%	1%	51%	3%	0%	Relative proportion of the design air volume for each user of the system.
24. North Concourse	0%	80%	20%	0%	0%	0%	0%	0%	Relative proportion of the value of each user based on floor space.
25. Plant Room	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.
26. Porte Cochere	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.
27. Private Landing Pontoon	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.
28. Public Access Area	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.
29. Security System									
29.1 Intercom	3%	62%	25%	0%	0%	5%	5%	0%	Relative proportion of the number of residential apartments in the Strata Scheme of each user with a component for the Hotel Lot and the Retail Lot.

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Shared Facility	Residential North	Residential South	Promenade	Carpark Wharf	Berthing Facility East	Hotel	Retail	Commercial	Method of dividing cost
29.2 Security Cameras	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.
29.3 Security Keys	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.
29.4 Security Monitoring	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.
29.5 Security Patrol	11%	38%	11%	1%	9%	13%	15%	2%	Average of the relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area and the proportion of public frontage to be secured.
30. Sewerage System	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.
31. Strata Management Services	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.
32. Substructure	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.

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Shared Facility	Residential North	Residential South	Promenade	Carpark Wharf	Berthing Facility East	Hotel	Retail	Commercial	Method of dividing cost
33. Television Aerials	-	-	-	-	-	-	-	-	Relative proportion of the number of outlets provided to each user of the system.
34. Termite Control	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.
35. Waste Disposal									
35.1 Attendance	-	-	-	-	-	-	-	-	Relative proportion of time spent collecting waste (where appropriate), disposing of waste and cleaning receptacles for each user.
35.2 Bin Hire	20%	60%	15%	0%	0%	0%	0%	5%	Relative proportion of approximate share of bins required by each user.
35.3 Central Garbage Room	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.
35.4 Compactor Hire	12%	50%	11%	2%	3%	13%	8%	1%	Relative proportion of the value of each Strata Scheme and Stratum Lot based on floor area.
35.5 Tip Fees	-	-	-	-	-	-	-	-	Relative proportion of the amount of waste generated by each Member.