

KENNETH ROWAN & SUSAN GAIL GRIFFIN

LOT No: 96

STRATA PLAN No: 71623

PROPERTY ADDRESS: 626/18 Coral Street, The Entrance

DATE INSPECTED: 25 November 2024

COMMISSIONED BY: Antunes

CONTACT: Mrs Anabela Santo

CONDITIONS OF THIS STRATA INSPECTION REPORT

The contents of this report are based upon an inspection of those Owners Corporation records available for a period of up to four (4) years prior to the date of this report unless otherwise stated. Whilst all reasonable care has been taken in the production of this report, no guarantee of accuracy is offered or implied in respect of the information supplied to us at the time of inspection and no responsibility is accepted for any loss or damage whatsoever arising from inaccuracies contained in the information supplied to us at the time of inspection.

We can offer no assurances that the records made available were complete and it is always possible that other relevant records exist that were not inspected.

Where there is an inconsistency between information provided in this report and information in an attachment to the report, the information in the attachment will prevail, unless otherwise stated.

We do not warrant that any Insurance Policy mentioned in this Report which benefits the Owners Corporation is either valid, continuing, or enforceable. Where the information was available to us, we have provided contact details of the Broker to enable you to seek that information.

This report is made for the benefit of the client listed herein and no other person shall be or shall be deemed to be entitled to rely on this report for any purpose whatsoever.

At the end of this report, we refer to important information arising from COVID-19 related issues.

CONTACT THE INSPECTOR

Please feel free to contact the inspector who carried out this inspection, by emailing to globalstratareports@gmail.com

Should you have any difficulty in understanding anything contained in this report you should immediately contact the inspector and have the matter explained to you prior to acting upon this report. The inspector can only discuss facts contained in this report and cannot provide an interpretation of the information or offer opinions.

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1. Important information about this report

The following information is derived entirely from an inspection of the records made available at the time of our inspection. We are unable to guarantee that all the Owners Corporation records were made available to us at the time of our inspection or attest to the accuracy of the information contained in those records. In some cases Managing Agents hold “pending” files which may not be produced. We have not inspected the building and we cannot necessarily determine whether the building is well maintained or not.

The personnel of Strata Manager’s offices are not required to be available for interview and some Strata Managers prohibit their personnel from offering information verbally. Unless otherwise indicated, the information in our report has been obtained solely from the records made available to our inspector.

Whilst every effort is made to ensure the accuracy of the information contained in this report, we cannot accept liability for any incorrect information that may be obtained from those records or derived verbally from the Secretary, Treasurer or Managing Agent of the Owners Corporation.

Any part of the information in this report may be based on our archives. The information in this report may be used by us for other clients.

(a) Abbreviations

Throughout this report the following definitions apply:

‘Act’ means the Strata Schemes Management Act 2015

‘Regulations’ means the Strata Schemes Management Regulation 2016

‘Y’ indicates ‘Yes’

‘N’ indicates ‘No’

‘Nil apparent’ indicates ‘Nil apparent from available records’

(b) Staged Development

This appears to be a Staged Development including:

Strata Plan No 71623 (being Lots 1 to 108 inclusive)

On the Title Deed for the Common Property Lots 17, 30, 65, 108 are noted as Development Lots.

Strata Plan No 71623 holds all records.

2. STRATA ROLL – Part 10, Division 1

Recorded Owner:	Kenneth Rowan Griffin & Susan Gail Griffin
Recorded Mortgagee:	None
Aggregate Unit Entitlement:	10,000
Unit entitlement of the subject lot:	183
Number of units in Strata Plan:	104
Number of lots in Strata plan:	108
Lot number and unit number correspond:	N
Ascertained from:	Strata roll.

3. COMPLIANCE – Part 10, Division 1

Kept in book form:	N
Separate page for common property:	N
By-laws are included:	Y
Insurance Schedule is included:	Y
Original owner's name and address is recorded:	Y
One page per lot:	Y
Unit entitlements are recorded:	Y
Owner's names are recorded:	Y
Owner's addresses are recorded:	Y
Details of Mortgages are recorded:	N
Lessee details are recorded:	Y
Initial Period has expired:	Y

4. RECORDS OF NOTICES AND ORDERS – Section 179

Notices given to the owners corporation are kept:	Nil Apparent
Orders served on the owners corporation are kept:	Nil Apparent
A register of Notices and Orders is kept:	Nil Apparent
Notices or Orders adversely affecting the owners corporation:	Nil Apparent
Notices or Orders adversely affecting the subject lot:	Nil Apparent

5. ACCOUNTING – Part 5, Division 4

The financial position of the Owners Corporation is as follows:

Administrative Fund:	\$(467,673.17) DR
Capital Works Fund:	\$(155,373.53) DR
As at:	22/11/2024
Accounting records kept as per the Act:	Y
Accounting records retained as per the Act:	Y
Annual Financial Statements prepared:	Y
Annual Budgets prepared:	Y
Auditors are appointed:	Y

6. MAINTENANCE LEVIES – Section 83

Current Standard Levies

Administrative Fund:	\$2,355.84
Capital Works Fund:	\$1,413.50
Payable:	Quarterly
Paid to:	30/11/2024
Amount in Arrears (Subject Lot):	\$0.00
Last Change:	01/06/2024
Allocated according to unit entitlement:	Y
Amount in Arrears (Entire Complex):	\$87,823.92
As at:	22/11/2024

Special Levies

Proposed Special Levy:	Y – Refer to Section 10 of the report – Minutes Notable Items (from minutes).
Current Special Levy:	Nil apparent

Important Note: This report includes information in relation to levies that we have obtained from the available records. We strongly recommend that a Section 184 Certificate be obtained prior to settlement to confirm levies and any other applicable charges.

Financial Status – Budget

Annual Contributions effective from:	01/06/2024
To the Administrative Fund:	\$468,120.00 plus GST
To the Capital Works Fund:	\$280,880.00 plus GST

7. BY-LAWS – Part 7 of the Act and Schedule 3 in the Regulation

Animals

The keeping of animals within the Lot or on Common Property is subject to the Act and the By-Laws registered with the Strata Plan and/or any other instrument taking precedence. You should seek approval under those instruments.

8. MANAGING AGENT – Part 4, Divisions 1-3

A Managing Agent has been appointed.

Date of Appointment:	19 June 2020
Licence No.:	NSW 1644403
Name:	Result Property Group Pty Ltd
Address:	PO Box 7166 Alexandria NSW 2015
Telephone Number:	02 8669 8800

9. TITLE DEED

The Certificate of Title for the common property was sighted.

Identifier:	CP/SP71623
Date:	02/08/2005
Easements:	Refer to the attached document.

Note: For Strata Schemes registered after 1 July 1997 a copy should be obtained of the By-Laws registered with the Strata Plan. A search should be made at the Land Titles Office to ascertain all registered dealings.

10. MINUTES – Part 2, Division 3 and Schedule 1

Minutes are kept for three (3) years or since registration: Y

Minutes are retained for three (3) years or since registration: Y

NOTABLE ITEMS (from Minutes)

We note the Administration Fund as of 22/11/2024 is currently in a deficit of \$467,673.17 and the Capital Works Fund is in a deficit of \$155,373.53 and in order to clear the deficit, the Owners Corporation may either raise a special levy or increase the quarterly administration and capital works fund contribution. At the time of inspection, it was unclear if the Owners Corporation intention to clear the deficit.

Last Annual General Meeting: 23 May 2024

11. HISTORY OF EXPENDITURE

(a) Carpet

The books and records disclosed no evidence of the age of the common carpet.

(b) Painting

The records and books disclosed no evidence of when the internal common areas of the building were last painted.

The records and books disclosed no evidence of when the external common areas of the building were last painted.

(c) General – Expenditure Items of Significance

This listing consists mainly of Capital Works Fund expenditure and only significant or notable items are listed – it does not include items of a regular nature or minor common items. It is not, and should not be interpreted as being, exhaustive.

Year	Type	Cost (\$)
01/01/2024-22/11/2024	Loan Repayments Inc. interest-Capital Works	\$47,381.64
	Maint Bldg--General Replacement	\$46,551.16
	PAYG Expense	\$5,278.00
01/01/2023-31/12/2023	Loan Repayments Inc. interest-Capital Works	\$85,237.61
	Maint Bldg--General Replacement	\$150,368.82
01/01/2022-31/12/2022	Levy Discount Allowed	\$8,568.00
	Loan Repayments Inc. Interest--Capital Works	\$67,848.31
	Maint Bldg--General Replacement	\$29,137.00
	Maint Bldg--Security	\$1,740.00

No physical inspection of the property has been carried out. If you require such an inspection please call our inspection department.

12. STRATA COMMITTEE – Part 3

The names of the Strata Committee are:

Philip Prassinas, Andrew Symons, Mark Ronfeldt, Mary George, Jim McLaren, Lesley McLaren, Stephen Squires

See motion 13 in attached minutes of May 2024 AGM.

13. INSURANCES – Part 9

Note: Please confirm all insurance details with a Certificate of Currency. A current Certificate should be obtained to ensure the policy has not been cancelled.

Company: SUU

Type	Policy No.	Amount	Premium	Due Date
Building & Contents	BMC: 06S3968742	\$58,362,850.00	BMC: \$140,855.92	12/06/2025
	Ancillary: 06S3092101		Ancillary: \$6,320.46	
Public Liability	As above	BMC:	Included above	As Above
		\$30,000,000.00		
		Ancillary: \$20,000,000.00		
Personal Accident	As above	\$2,000/\$200,000	Included above	As Above
Fidelity Guarantee	As above	\$100,000.00	Included above	As above
Office Bearers Liability	As above	\$2,000,000.00	Included above	As above
Machinery Breakdown	As above	Not insured	Included above	As above
Loss of Rent	As above	Not included	Included above	As above
Building Catastrophe	As above	\$8,754,427.00	Included above	As above
Government	As above	\$25,000.00	Included above	As above
Appeal Expenses –	As above	\$100,000.00	Included above	As above
WH & S Breaches				
Excess:	\$2,000.00			

Evidence sighted:	Y
Insurance Broker:	CRM Brokers
Name:	Insurance Aust Ltd (t/as CGU)
Levels of Insurance confirmed by	See above
General Meeting of Owner's Corporation:	Y
Last valuation amount:	\$57,785,000.00
Valued by:	A G Thomas Valuers
As at:	3 March 2021

14. MISCELLANEOUS

- a) Tenanted Units: Unable to be determined from available records.
- b) Age of Building: 20 years (approximately, assuming complex constructed on date of registration (this may not always be the case))
- c) Strata Plan Registered: 10/12/2003
- d) Last income Tax Return: Unable to determine from available records.
- e) Harmony: The records and books did not disclose evidence of breaches of by-laws.
- f) Other: Sighting and date of extracts from Capital Works Fund Report, Pool Registration Certificate.

We note the Strata Scheme forms part of the BMC and records relating to the BMC was not made during this search. Should information be required relating to the BMC please contact the office to arrange another inspection to be conducted (additional fees applies)

COVID-19 Related Complications with Information Provided to our Inspectors

As a result of the COVID-19 pandemic, we have found that many strata managers have closed their offices, with individual strata managers working from their homes.

To enable strata inspections to continue to be undertaken, many of those strata managers have set up on-line strata inspections. That means relevant information is either emailed to our inspectors, or a link to the records is provided to enable access.

Unfortunately, this has led to concerns common with all strata inspection businesses in New South Wales, including:

1. Important information is not always provided to our inspectors

It is our experience that strata managers almost always have separate files to the files made available for inspection. That means our inspectors only get to see the information strata managers choose to make available to them.

Often there is missing information which is important because it relates to a materially significant issue facing the owners corporation or relates to the subject lot.

2. Records are not provided to our inspectors in an orderly manner

Particularly with strata managers who have just started on-line inspections, our experience is that the files made available to us are often out of date and subject order. For example, minutes can be included in correspondence files and have no order as to the dates in which they are filed.

This means it can take an extended time to sort through what is or is not relevant to our report. Given that our inspectors are allocated a little more than an hour to inspect records, it can lead to problems in extracting useful information to include in their reports within the time limited.

Problems also arise where the indexing of computer files is poor. For example, an item of correspondence may simply be labelled 'Correspondence' without any mention of date or subject matter. We recently had an experience where the records provided to our inspector included hundreds of entries entitled simply 'correspondence', with no indication as to date or subject matter.

The only way to determine the relevance of items of correspondence was to open each item. It made a meaningful inspection within the time limited for our inspection very difficult.

As a provider of strata inspection reports for over 30 years, our aim is to continue to provide you with strata reports of industry leading quality. We will continue to do this to the best of our ability. We ask that you keep the concerns we refer to above in mind.

As mentioned above, these concerns are common to all strata inspection businesses in New South Wales, whether they disclose this or not.

15. ATTACHMENTS

1. STRATA ROLL SUBJECT LOT
2. SUBJECT LOT LEVY PRINTOUT
3. FUNDS BALANCE SHEET
4. STATEMENT OF INCOME AND EXPENDITURE
5. CAPITAL WORKS FUND REPORT EXTRACTS (PREVIOUSLY SINKING FUND)
6. CERTIFICATE OF INSURANCE
7. INSURANCE VALUATION
8. MINUTES OF THE LAST MEETINGS
9. BYLAWS (KEEPING OF ANIMALS)
10. STRATA PLAN
11. CERTIFICATE OF TITLE
12. AGENCY AGREEMENT (FIRST PAGE ONLY)
13. POOL REGISTRATION CERTIFICATE

250 pages

For and on behalf of
Pink Inspection Services

Strata Roll

Result Property Group
PO Box 1
Kingsgrove NSW 1480
Ph: 02 9609 8800
Fax: 02 9609 9103
admin@resultsg.com

The Owners - Strata Plan No 71623

Nesuto, 1 Duffys Lane, THE ENTRANCE NSW 2281

INDIVIDUAL LOT

Lot 95

Associated lots:

Unit no. 626

Unit entitlements

Levy Entitlement 183.00 / 10,000.00

Owners

Name	Address for service of notices
Kenneth Rowan Griffin & Susan Gail Griffin	8 Heath Close, EAST KILLARA NSW 2071
Email Address rowsue@optusnet.com.au	
Date of entry 18/05/2011	Date of purchase 02/01/2007

Mortgages

None

Leases

Current agent

McGrath Estate Agents Long Jetty
485 Central Coast Highway, LONG JETTY NSW 2281

Lessee	Term	Address for service of notices	Date of termination	Date of entry
LARRY KRAMER				02/02/2016

Owner Ledger

Start Date: 01/11/2022

End Date: 30/11/2025

Owners: One only

The Owners - Strata Plan No 71623

Nesuto, 1 Duffys Lane, THE ENTRANCE NSW 2261

Lot 96 Unit 626 Kenneth Rowan & Susan Gail Griffin

UE / AE: 183.00 / 10,000.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Capital Works Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	01/12/2022	Quarterly	Quarterly Admin/Capital Works Levy	2,013.00	2,013.00	1,207.80	1,207.80	0.00	0.00%	Standard	Normal	None
2	01/03/2023	Quarterly	Quarterly Admin/Capital Works Levy	2,013.00	2,013.00	1,207.80	1,207.80	0.00	0.00%	Standard	Normal	None
3	01/06/2023	Quarterly	Quarterly Admin/Capital Works Levy	2,201.72	2,201.72	1,321.03	1,321.03	0.00	0.00%	Standard	Normal	None
4	01/09/2023	Quarterly	Quarterly Admin/Capital Works Levy	2,201.72	2,201.72	1,321.03	1,321.03	0.00	0.00%	Standard	Normal	None
5	01/12/2023	Quarterly	Quarterly Admin/Capital Works Levy	2,201.72	2,201.72	1,321.03	1,321.03	0.00	0.00%	Standard	Normal	None
6	01/03/2024	Quarterly	Cancelled: Quarterly Admin/Capital Works Levy	2,201.72	0.00	1,321.03	0.00	0.00	0.00%	Standard	Cancelled	None
7	01/03/2024	Quarterly	Quarterly Admin/Capital Works Levy	2,355.84	2,355.84	1,413.50	1,413.50	49.57	0.00%	Standard	Normal	None
8	01/06/2024	Quarterly	Quarterly Admin/Capital Works Levy	2,355.84	2,355.84	1,413.50	1,413.50	0.00	0.00%	Standard	Normal	None
9	01/09/2024	Quarterly	Quarterly Admin/Capital Works Levy	2,355.84	2,355.84	1,413.50	1,413.50	0.00	0.00%	Standard	Normal	None
10	01/12/2024	Quarterly	Quarterly Admin/Capital Works Levy	2,355.84	0.00	1,413.50	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Capital Works Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid				
30/11/2022	6157	Receipt	Banked		2,013.01	0.00	1,207.81	0.00	0.00		3,220.82		1
28/02/2023	6304	Receipt	Banked		2,013.00	0.00	1,207.80	0.00	0.00		3,220.80		2
01/06/2023	6472	Receipt	Banked		2,201.72	0.00	1,321.03	0.00	0.00		3,522.75		3

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01/09/2023	6626	Receipt	Banked	2,201.72	0.00	1,321.03	0.00	0.00	3,522.75	4
01/12/2023	6775	Receipt	Banked	2,201.72	0.00	1,321.03	0.00	0.00	3,522.75	5
18/04/2024	6961	Receipt	Banked	4,740.08	30.98	2,844.04	18.59	0.00	7,633.69	7, 8, 9
29/05/2024	7015	Credit	Posted	49.57	0.00	0.00	0.00	0.00	49.57	9
29/08/2024	7166	Receipt	Banked	2,277.87	0.00	1,396.46	0.00	0.00	3,674.33	9

INTERIM REPORTS

for the financial year to 30/11/2024

Strata Plan 71623

Nesuto, 1 Duffys Lane, THE ENTRANCE NSW 2261

Manager: Anthony Kioussis

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Balance Sheet As at 22/11/2024

The Owners - Strata Plan No 71623

Nesuto, 1 Duffys Lane, THE ENTRANCE NSW 2261

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(63,558.09)
Owners Equity--Admin	(404,115.08)
	(467,673.17)
Capital Works Fund	
Operating Surplus/Deficit--Capital Works	164,142.77
Owners Equity--Capital Works	(319,516.30)
	(155,373.53)
	-5623,046.70
Net owners' funds	
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	(527,981.39)
Receivable--Levies--Admin	54,889.91
Receivable--Other--Admin	29,593.38
Receivable--Owners--Admin	440.00
	(443,058.10)
Capital Works Fund	
Cash at Bank--Capital Works	566,410.91
Receivable--Levies--Capital Works	32,934.01
	599,344.92
Unallocated Money	
Cash at Bank--Unallocated	53.30
	53.30
<i>Total assets</i>	156,340.12
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	(12,149.96)
Prepaid Levies--Admin	33,515.70
	21,365.74
Capital Works Fund	
Creditor--GST--Capital Works	21,657.56
Prepaid Levies--Capital Works	20,109.39
Loan Account--Capital Works	692,041.15
	733,808.10
Unallocated Money	
Prepaid Levies--Unallocated	53.30
	53.30
<i>Total liabilities</i>	755,227.14
Net assets	-598,887.02

* As the previous financial year has not been finalised, the current financial year reporting will not be accurate.

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Income and Expenditure for the financial year-to-date 01/01/2024 to 22/11/2024

The Owners - Strata Plan No 71623

Nesuto, 1 Duffys Lane, THE ENTRANCE NSW 2261

Administrative Fund

		Current period	Annual budget	Previous year
		01/01/2024-22/11/2024	01/01/2024-31/12/2024	01/01/2023-31/12/2023
Revenue				
148001	BMC Recovery	10,497.20	0.00	54,474.47
142000	Insurance Claims	63,560.99	0.00	61,884.29
142500	Interest on Arrears--Admin	4,536.20	4,000.00	3,490.24
142800	Key Deposits	25.00	0.00	0.00
143000	Levies Due--Admin	351,093.75	468,120.00	427,953.42
146000	Shared Facility Recovery	0.00	80,000.00	0.00
<i>Total revenue</i>		429,713.14	552,120.00	547,802.42
Less expenses				
150250	Accounting--BAS preparation	630.00	1,100.00	840.00
150800	Auditors--Audit Services	3,000.00	3,500.00	3,000.00
151400	Bank Charges	0.45	0.00	0.00
151401	Bank Charges--Account Fees	9.11	0.00	0.00
164001	Building Manager - Contract	102,127.71	126,216.00	121,205.91
161800	Car Park	(2,960.00)	0.00	0.00
163000	Cleaning	1,648.00	0.00	5,015.77
176200	Consultant	4,860.00	1,500.00	1,070.00
190000	Council Rates	40,878.54	46,000.00	39,551.71
164800	Electrical	2,065.28	3,000.00	21,122.20
165000	Electrical Lamps & Tubes	100.00	600.00	0.00
190200	Electricity Rates	34,442.57	42,000.00	39,758.85
165800	Fire Protection	29,494.46	12,000.00	9,768.62
119	Fire Protection - Contract Fee	0.00	8,000.00	2,638.62
165807	Fire Protection--Call Outs	1,680.00	3,200.00	0.00
165801	Fire Protection--Contract	1,250.00	0.00	349.00
165809	Fire Protection--Monitoring	2,180.64	2,040.00	1,950.52
165810	Fire Protection--Repairs	26,046.65	15,000.00	23,691.25
167200	General Repairs	13,859.76	12,000.00	15,915.39
159001	Insurance--Claim Item	0.00	0.00	17,236.62
159100	Insurance--Premiums	76,372.06	75,000.00	66,496.82
178400	Lawns & Gardening	0.00	1,500.00	846.36
153201	Legal Fees	0.00	1,000.00	700.00
170200	Lift	14,047.17	9,500.00	12,636.96
170201	Lift--Maintenance Contract	20,024.76	20,000.00	19,110.00
170600	Locks, Keys & Card Keys	(45.45)	0.00	0.00
154000	Management Fees--Contract Fee	42,075.00	50,496.00	50,180.43
172000	Pest/Vermin Control	1,350.00	2,400.00	1,950.00
172200	Plumbing & Drainage	8,731.69	6,000.00	11,841.70

Liability limited by a scheme approved under Professional Standards Legislation

Administrative Fund

	Current period	Annual budget	Previous year
	01/01/2024-22/11/2024	01/01/2024-31/12/2024	01/01/2023-31/12/2023
179200 Pool	10,358.61	5,000.00	7,832.26
155400 Registration/License/Permit Fees	0.00	200.00	0.00
190800 Rubbish Removal	5,586.00	6,000.00	5,078.18
182000 Security--Contractor	52,798.22	40,000.00	53,114.68
150211 Strata Hub	0.00	0.00	1,404.00
174600 Telephone Charges	660.00	1,000.00	660.00
175200 TV Satellite Dish	0.00	0.00	9,587.24
<i>Total expenses</i>	<u>493,271.23</u>	<u>494,252.00</u>	<u>544,553.09</u>
Surplus/Deficit	<u>(83,558.09)</u>	<u>57,868.00</u>	<u>3,249.33</u>
Opening balance	(400,865.75)	(400,865.75)	(404,115.08)
Closing balance	<u>-\$464,423.84</u>	<u>-\$342,997.75</u>	<u>-\$400,865.75</u>

Capital Works Fund

	Current period	Annual budget	Previous year
	01/01/2024-22/11/2024	01/01/2024-31/12/2024	01/01/2023-31/12/2023
Revenue			
242500 Interest on Arrears--Capital Works	2,751.54	2,000.00	2,094.20
243000 Levies Due--Capital Works	210,656.58	280,880.00	256,772.58
243002 Loan--Capital Works	50,000.00	0.00	0.00
<i>Total revenue</i>	<u>263,408.12</u>	<u>282,880.00</u>	<u>258,866.78</u>
Less expenses			
255700 Admin--Capital Works Fund Assessment	0.00	0.00	2,300.00
291004 Loan Repayments Including Interest--Capital Works	47,381.64	66,000.00	85,237.61
267400 Maint Bldg--General Replacement	46,551.16	30,000.00	150,368.82
272700 Maint Bldg--Pumps and Boilers	0.00	20,000.00	0.00
281001 PAYG Expense	5,278.00	0.00	0.00
291002 Tax Agents Fee--Capital Works	54.55	0.00	50.00
<i>Total expenses</i>	<u>99,265.35</u>	<u>116,000.00</u>	<u>237,956.43</u>
Surplus/Deficit	<u>164,142.77</u>	<u>166,880.00</u>	<u>20,910.35</u>
Opening balance	(298,605.95)	(298,605.95)	(319,516.30)
Closing balance	<u>-\$134,463.18</u>	<u>-\$131,725.95</u>	<u>-\$298,605.95</u>

QS Solutions

Capital works fund specialists

23 Kirkwood Avenue, Epping NSW 2121

Telephone: 02 9876 4757

Email: info@qssolutions.com.au

ABN 44 532 823 563

24 July 2023

File No: 1132.41

The Owners SP71623
C/o Anthony Kioussis
Result Property Group
PO Box 1
Kingsgrove NSW 1480

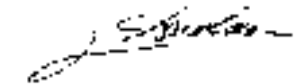
Dear Anthony,

**RE: PROPERTY CAPITAL WORKS FUND
1 DUFFYS LANE, THE ENTRANCE NSW**

Further to our proposal and your subsequent commission, QS Solutions are pleased to enclose our capital works fund for the above property.

Should you have any queries please do not hesitate to contact Justin Sheridan of this office.

Yours sincerely



Justin Sheridan
QS Solutions

Enc

Property Capital Works Fund



1 Duffys Lane, The Entrance NSW The Owners, Strata Plan 71623

July 2023

File No: 1132.41

QS Solutions

Capital works fund specialists

23 Kirkwood Avenue

Epping NSW 2121

Telephone: 02 9876 4757

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1. Introduction

Under instructions from Anthony Kioussis of Result Property Group, QS Solutions have prepared an independent capital works fund for strata plan 71623 at 1 Duffys Lane, The Entrance NSW. The purpose of the assessment is to assist the owners corporations plan for the future by identifying when capital works expenses may be required for specific building assets. The assessment will help the owners corporation plan for the timely reinstatement of the building's assets as they near the end of their effective life. As such the assessment is used as a basis to calculate reasonable capital works fund contributions so the building retains its desired quality while reducing the need for special capital works levies.

2. Building Description

The property is 70m by 90m and contains a 7 storey building occupying an entire block enclosed by Wilfred Barrett Drive, Duffy's Lane and Coral Street. The building includes a car parking lot (lot 13, DP1061775), a commercial strata (SP71627), hotel/residential strata (SP71623) and facilities shared between stratum lots.

This capital works fund is for the hotel/residential strata. The strata include level 4 and above which includes 103 residential lots with covered and uncovered terraces and balconies accessed by the common terrace and raised common walkways. The residential structure includes a metal roof, painted hebel and clad façade and metal framed glazed balcony balustrades. The raised walkway includes a painted metal framed pergola with shade sails.

Level 4 includes a large and partly shared common terrace area with swimming pool and raised planters.

The strata also include a level 3 car park occupying 75% of level and a ground level with entry lobby, commercial lot and garbage area.

The strata is 20 years old and a new water proof membranes and floor tiles were installed to the level 4 terrace, lot terraces, lot balconies and lot bathrooms in 2020.

3. Valuation Methodology

Section 79 of the Strata Schemes Management Act 2015 requires owner corporations to estimate the funds they should set aside each year for anticipated capital works expenditure. This good property management recognises that all owners contribute to a buildings wear and tear and should contribute towards the costs of reinstating the buildings wear and tear.

This independent and unbiased capital works assessment is prepared to assist owners in estimating the funds they should set aside each year for the building's anticipated capital expenditure.

The timely reinstatement of these assets, as they near the end of their effective life, is used as a basis to calculate reasonable annual contributions so the property retains its desired quality while reducing the need for significant one off contributions.

3.1 Benefits of future planning

This capital works fund includes assets anticipated to require capital expenditure within the next 10 years. This future planning:

- Spreads the cost of capital reinstatement over a number of years;
- Reduces the financial pressure of large special levies;
- Improves a strata's cash flow provision;
- Improves a strata's ability to react to sudden or emergency events;
- Improves the capital value of each lot;
- Maintains the buildings desired appearance and performance; and
- Can assist in reducing owner contributions if invested capital works fund interest contributes towards Capital works fund levies.

3.2 Included assets

The included capital works assets are understood to be the responsibility of the owners corporation which can not be economically repaired or maintained without reinstatement. The capital works fund excludes regular administration, repairs and maintenance costs.

QS Solutions has reviewed the strata plan and is not aware of any by-laws or other agreements which alter the extent of assets for which the owners corporation is responsible.

3.3 Reinstatement years

While an asset's life can be extended indefinitely with unlimited expenditure on repairs and maintenance it is assumed that the asset's effective life ends when it is no longer economic to maintain them.

The reinstatement year is the number of years until the asset is anticipated to reach the end of its effective life for its intended purpose and will be wholly or substantially reinstated. These life expectancies are based on our site inspection and the following factors:

- Its age, current condition and insured duration;
- Historical performance of the asset and similar assets in comparable buildings;
- Local conditions and its ability to carry out its intended function;
- The owners corporations required standards.

3.4 Reinstatement costs

Reinstatement costs are the estimated costs to restore assets back to their original standard.

The costs:

- Assume the work will be carried out by qualified and independent tradespeople;
- Are at the date noted in the report;
- Consider the availability of replacement parts;
- May allow for partial restoration or total replacement;
- Exclude GST which is included at the bottom of the analysis after summing the annual cost of all assets. Owners should consider their requirements for collecting and paying GST when reviewing the Capital works fund.

3.5 Inflation rate

The estimated building inflation rate is anticipated over the life of the capital works fund. The rate refers to building costs and is not the consumer price index. Variances in inflation can significantly impact a capital works funds cash position and it is recommended the capital works fund be periodically updated to address inflation discrepancies.

4. Reviewing & Refining

Variations to this capital works fund are likely due to unforeseen events. The Strata Schemes Management Act requires owner corporations to periodically take into account the capital works fund and review the capital works fund at least once every 5 years.

4.1 Why review

The capital works fund assessment is an estimate based upon all available information and the predicted impact of reasonably foreseeable events at the date of the report. It uses a number of assumptions as noted within this report in an attempt to provide an indication of the required annual capital works contributions. Reinstatement assets, durations, costs and inflation are intended as a guide for the purpose of contributing a reasonable annual allowance to the capital works fund.

As an integral property management tool, capital works funds should be regularly refined as the building ages to ensure anticipated expenses and quality expectations can be met.

4.2 Refining

Owners can improve the accuracy of anticipated capital works fund contribution and expenditure obligations by:

- Regularly reviewing the building's condition and excluding any redundant future expenses and budgeting for previously unforeseen expenses;
- Ensuring that all included assets are the responsibility of the owners corporation;
- Considering the consequences of allowing assets to deteriorate past their effective life when estimating reinstatement dates;
- Ensuring reasonable reinstatement costs for the anticipated scope of work;
- Including a reasonable contingency allowance and inflation rate;
- Allowing for possible expenses due to changes in legislation or other items identified in the general exclusions section of this report;
- Obtaining expert independent advice from maintenance contractors or specialist consultants if unsure about a particular asset;
- Focusing on assets with high maintenance and capital works fund contribution costs.

Any adjustment to the capital works fund will require the report to be recalculated by QS Solutions.

5. Information for Substantiation

This report is based on our understanding of the capital works fund principles as outlined in the Strata Schemes Management Act 2015.

5.1 Site inspection

The property was visited on 20 February 2023 and an inspection of the common property completed. Common property assets were identified and inspected where possible. The life expectancy and reinstatement cost of these assets was assessed and the annual contributions and expenditure calculated based on an appropriate inflation rate.

When unable to examine an asset we have assumed its condition and method of construction bearing in mind the age and character of the property.

5.2 General inclusions and exclusions

Unless specifically noted the capital works fund makes no allowance for expenditure resulting directly or indirectly from:

- Unforeseeable events;
- Changes to the use of the building;
- Building defects, water damage, termites or pests;
- Insurance work;
- Works to comply with past, current & future legislation associated with fire safety, building codes, health, safety and Australian Standards.

Commercial and technological obsolescence is considered when determining the effective life of an asset. Obsolescence can be difficult to predict as asset parts may no longer be available or more cost effective alternatives may become available.

5.3 Specific exclusions

The capital works fund excludes the following shared facility assets:

- Electrical infrastructure including distribution boards and MDF room (SF1).
- Fire systems including hydrants, hose reels, fire extinguishers, emergency & exit lighting and fire stairs identified on the shared facility plan. This shared facility is also assumed to include the centralised fire alarm system including the fire indicator panel, EWIS system and associated detectors and speakers. The fire stairs not identified on the shared facility plan are also assumed to be part of the shared facilities (SF2 & SF14).
- Garbage rooms including finishes, doors and services to the rooms. (SF3).
- Shared gas infrastructure (SF4).
- Passenger lifts (SF6 & SF17).
- The ground level lift lobby including finishes and services (SF17).
- The level 3 loading bay (SF7).
- Gym (SF23) and conference room (SF22) as not installed.
- The level 4 terrace area identified as SF19,20 & 21 on the level 4 shared facilities plan. The shared facilities are understood to include floor finishes, waterproofing, furniture, shade structures, pergolas, recreation equipment and the swimming pool including finishes, waterproofing and the swimming pool plant & equipment.
- Security system including shared intercom assets & roller shutter doors & motors (SF8 & SF24).
- The MATV System (SF25).

Assets anticipated to not included as capital works expenditure within the next 10 years include:

- Loan repayments.
- Professional fees.
- External walls not forming part of SP71623.
- Installing electric car charging infrastructure.
- Installing electric solar panels.
- Annual fire protection works including passive fire protection, fire doors and ventilation shaft fire dampers as included within the administration fund.
- Car park line marking.
- Car park lighting as recently upgraded to energy efficient LED lighting.
- The apartment hotel sign as not part of strata.
- The commercial washer & dryer located within the pool plant room as understood to not be the owner corporations responsibility.
- The cold water booster pumps located within the pool plant room.
- The decorative timber and metal cladding to the residential section of the façade.
- Lot air-conditioning systems as maintained by lot owners.
- Irrigating or landscaping the level 4 planters.
- Installing a security recording system.
- Intercom handsets within lots.
- Replacing the metal roof.
- Waterproofing the level 4 common property terrace.
- Balcony and bathroom waterproofing have been excluded as instructed.
- Replacing combustible cladding as we understand no combustible cladding is installed.
- Change in Legislation including Australian standards, occupational health and safety and fire safety requirements.

5.4 Specific inclusions

Assets anticipated to require Capital works expenditure within the next 10 years include:

- The ground level entry lobby (shared facility) automatic door opener as instructed.
- Overhauling a new hot water system which is assumed will not be a shared facility and installed before the start of this capital works fund.
- Reinstating the pergola and shade sails above the raised walkway.
- Roof top exhaust fans installed at the top of exhaust riser.

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6. Capital Works Fund Analysis

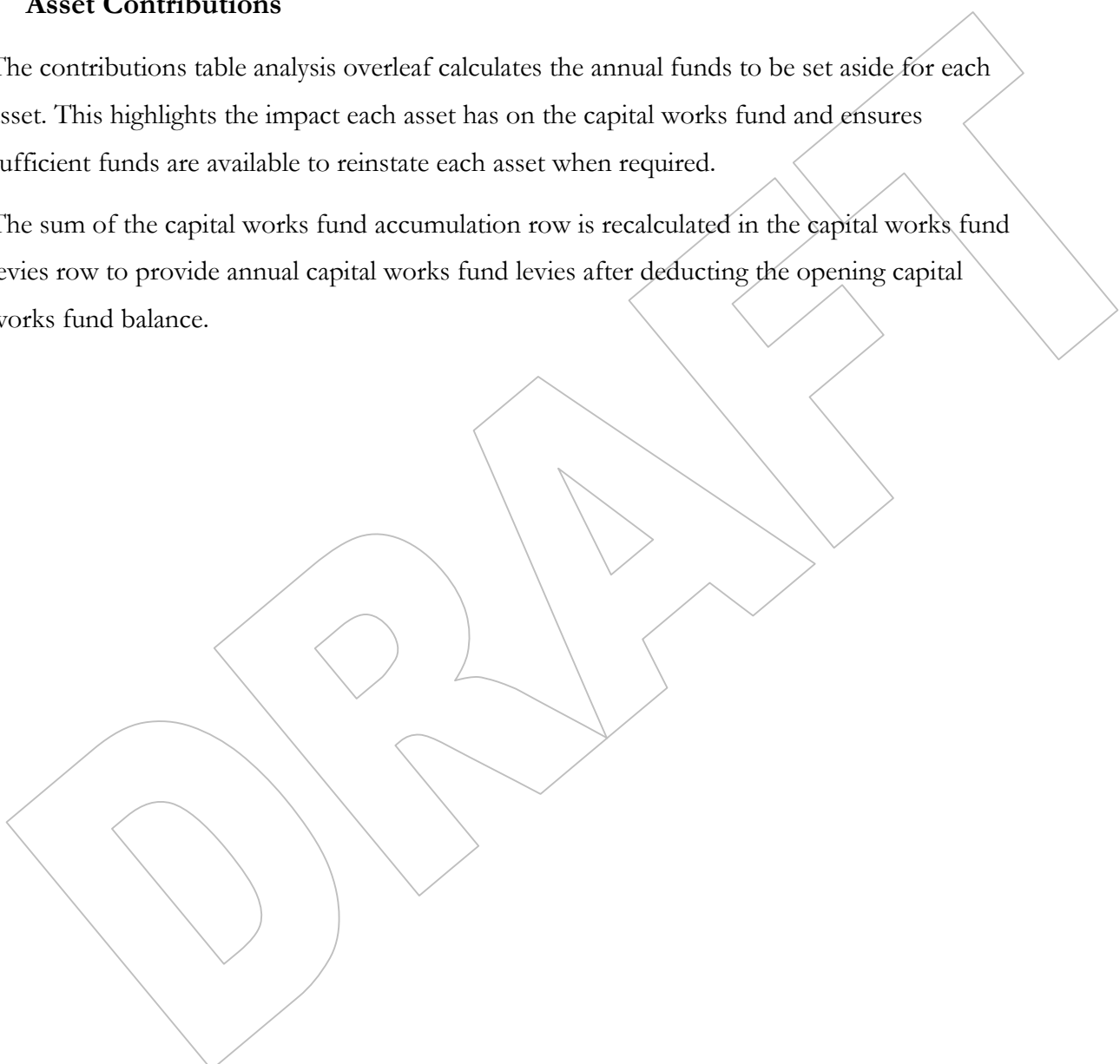
The following contribution and expenditure table analysis provide a list of capital works assets and their reinstatement dates and costs within 10 years. The list is an estimate based on information available at the time of the report and should be regularly reviewed and updated.

The contribution table assesses the funds to be collected while the expenditure table shows the cost to carry out the work. The tables refer to the strata's financial years and the asterisk (*) indicates the year in which each asset will be reinstated.

6.1 Asset Contributions

The contributions table analysis overleaf calculates the annual funds to be set aside for each asset. This highlights the impact each asset has on the capital works fund and ensures sufficient funds are available to reinstate each asset when required.

The sum of the capital works fund accumulation row is recalculated in the capital works fund levies row to provide annual capital works fund levies after deducting the opening capital works fund balance.



SP71623, 1 Duffys Lane, The Entrance NSW Assets as at July 2023		Capital works contributions										4% Building Inflation Rate								
		Reinstatement year Final	Reinstatement year Comm (2024)	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033							
1	Windows And Doors Overhaul																			
2	Alarm clock operator (providing entry lobby)	4	7,000	1,925	2,096	2,286	2,487	2,698	2,921	3,156	3,404	3,665	3,938	4,224	4,522	4,832	5,154	5,488	5,834	6,192
3	Walkways & balcony doors	6	20,000	3,915	3,908	4,127	4,352	4,592	4,847	5,116	5,399	5,696	6,007	6,332	6,671	7,024	7,391	7,771	8,164	8,570
4	Electrical																			
5	Minor electrical works	2	0,000	3,181	3,368	3,570	3,787	4,019	4,266	4,528	4,804	5,094	5,400	5,721	6,058	6,411	6,780	7,164	7,564	7,979
6	Plumbing																			
7	Hot water system (providing use option)	10	15,000	1,849	1,925	2,000	2,086	2,181	2,286	2,400	2,524	2,657	2,800	2,952	3,113	3,282	3,459	3,644	3,836	4,035
8	Minor plumbing works (including shower)	3	0,000	2,053	2,098	2,148	2,202	2,260	2,322	2,388	2,458	2,532	2,610	2,692	2,778	2,867	2,959	3,054	3,152	3,253
9	Mechanical Services																			
10	Radiationless exhaust fans (1 of 10)	1	0,000	0,240	0,400	0,574	0,761	0,961	1,174	1,401	1,641	1,894	2,161	2,442	2,737	3,045	3,366	3,700	4,047	4,407
11	Painting (incl minor repairs)																			
12	Lift hoist	6	10,000	1,968	1,984	2,063	2,146	2,232	2,321	2,412	2,506	2,603	2,703	2,806	2,911	3,019	3,129	3,241	3,355	3,471
13	Repairs & services	6	30,000	10,307	10,813	11,340	11,887	12,454	13,041	13,648	14,275	14,922	15,590	16,278	16,986	17,714	18,462	19,230	20,018	20,826
14	Roofwater leaks and leaks & tanks	3	170,000	133,329	136,662	144,209	150,801	157,477	164,256	171,148	178,164	185,314	192,608	200,046	207,628	215,354	223,224	231,238	239,396	247,698
15	Timber entry doors	6	25,000	3,715	3,862	4,016	4,177	4,344	4,516	4,694	4,877	5,065	5,258	5,456	5,659	5,866	6,078	6,294	6,514	6,738
16	Car park, planter & terrace works	4	0,000	25,417	24,303	25,527	26,341	27,414	28,341	29,524	30,441	31,801	32,801	34,341	35,341	36,981	38,141	39,841	41,141	42,981
17	Prevent paint to cover walkways & external areas	3	15,000	3,465	3,621	3,846	4,011	4,254	4,511	4,781	5,064	5,361	5,671	5,994	6,331	6,681	7,044	7,421	7,811	8,214
18	Minor structural repairs	3	15,000	3,465	3,621	3,846	4,011	4,254	4,511	4,781	5,064	5,361	5,671	5,994	6,331	6,681	7,044	7,421	7,811	8,214
19	External Structure Overhaul																			
20	Replace cracked metal roof screw fixings	4	20,000	3,310	3,710	4,090	4,450	4,790	5,110	5,410	5,690	5,950	6,190	6,410	6,610	6,790	6,950	7,090	7,210	7,310
21	Roof penetration and fixings	3	0,000	1,346	1,462	1,598	1,716	1,837	1,964	2,094	2,228	2,366	2,508	2,654	2,804	2,958	3,116	3,278	3,444	3,614
22	Minor repairs to mechanical fixings	1	30,000	31,266	3,198	3,406	3,622	3,847	4,081	4,324	4,577	4,839	5,110	5,389	5,676	5,971	6,274	6,584	6,901	7,224
23	Roofed rails above raised walkways (see 8)	6	25,000	4,769	4,969	5,138	5,305	5,479	5,662	5,851	6,046	6,246	6,451	6,661	6,876	7,096	7,321	7,551	7,786	8,026
24	Mesh cladding to raised walkway stairs	10	35,000	6,315	6,688	7,067	7,454	7,848	8,248	8,654	9,066	9,484	9,908	10,338	10,774	11,216	11,664	12,118	12,578	13,044
25	Car park ventilation towers (overhead)	2	25,000	13,520	14,000	1,480	1,905	2,384	2,924	3,424	3,984	4,514	5,014	5,484	5,924	6,334	6,714	7,064	7,384	7,674
26	Exposed down pipe & gutter fixings	4	10,000	2,715	2,865	2,990	3,099	3,191	3,264	3,329	3,386	3,434	3,474	3,506	3,530	3,548	3,561	3,569	3,573	3,575
27	Raised walkway pergola structure repairs	3	30,000	10,819	11,243	11,693	12,163	12,654	13,166	13,698	14,250	14,822	15,414	16,026	16,658	17,310	17,982	18,674	19,386	20,118
28	Roosters																			
29	Level 4 planter waterproofing	10	0,000	0,216	0,289	0,341	0,374	0,397	0,410	0,414	0,418	0,422	0,426	0,429	0,432	0,435	0,438	0,441	0,443	0,445
30	Contingency / Minor Items 5%																			
31	Capital works accumulation (excluding GST)			343,365	328,487	327,119	306,218	187,314	194,224	197,326	205,219	208,660	217,006	225,707	234,764	244,181	253,958	264,095	274,592	285,449
32	Capital works accumulation (including GST)			377,792	361,336	359,831	326,640	226,640	233,646	237,046	245,646	254,446	263,446	272,747	282,348	292,249	302,450	312,951	323,752	334,853
SP71623, 1 Duffys Lane, The Entrance NSW		Opening Bal.	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	
Capital works levies at 4% increase PA ** (including GST)		0	289,900	303,345	313,478	321,403	329,479	339,049	349,049	359,511	370,371	381,628	393,283	405,336	417,787	430,634	443,877	457,518	471,555	485,988

** The sum of row 32 amortised after deducting the opening balance and fixed levies for 2024 to 2027

6.2 Asset Expenditure

The expenditure analysis shows when funds will be withdrawn from the capital works fund.
The expenditure costs are at the date of reinstatement and include for inflation.



SP71623, 1 Duffys Lane, The Entrance NSW Assets as at July 2023		Reinstatement years		Capital works expenditure						* Year of reinstatement				4% Building Inflation Rate						
		First	Subsequent	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036				
1	Windows And Doors Overhaul																			
2	Auto door systems (annual entry hold)	4	6	7,000			8,100													
3	Windows & lock-up doors	6	6	20,000				23,306												
4	Electrical																			
5	Minor electrical works	2	3	0,000	0,400		7,000								0,211					
6	Plumbing																			
7	Hot water systems (renewal over spend)	10	10	15,000																22,204
8	Minor plumbing works (resolving drains)	3	6	6,000																11,300
9	Mechanical Services																			
10	Bathrooms clear exhaust fans (1 of 10)	1	1	0,000	0,400		7,000								7,000					0,000
11	Painting (load minor repairs)																			
12	Lift hoists	6	9	10,000																
13	Subsides & repairs	9	14	70,000																91,000
14	Roofwater leaks and leak & repairs	3	14	370,000	010,200															
15	Timber entry doors	8	7	25,000																
16	Car park, plaster & terrace liquids	4	14	05,000																
17	Painting prior to entry walkways & external stairs	3	7	15,000																
18	Wood profile structures	3	7	15,000																
19	External Structure Overhaul																			
20	Replace corroded metal roof screw fixings	4	20	20,000																
21	Roof penetrations and fixings	5	6	6,000																
22	Minor repairs to perimeter facade	1	7	50,000																
23	Flushed with slates roof walkways (per 3)	6	12	25,000																
24	Mesh cladding to metal walkway stairs	10	20	25,000																
25	Car park ventilation louvers (overhaul)	2	22	25,000																
26	Exposed down pipe & gutter fixings	4	14	01,000																
27	Roof walkway parapet structural repairs	3	14	50,000																
28	Waterproofing																			
29	Level 0 plaster waterproofing	10	20	000,000																
30	Contingency / Minor Items 5%				10,351	13,642	13,577	9,620	0,240	9,240	8,398	8,772	9,030	9,336	9,700	10,034				
31	Capital works expenditure (excluding GST)				53,791	56,210	515,017	130,562	30,019	66,433	17,292	107,266	29,063	729,732						
32	Capital works expenditure (including GST)				59,170	61,022	566,518	175,518	33,901	95,077	19,021	216,993	32,849	802,708						

6.3 Summary

The following recommended levies and expenditure columns are from the asset contribution and expenditure tables.

The summary does not consider assets individually which could result in insufficient levies being raised if unexpected capital works fund expenditure occurs.

The summary should only be relied upon once the full report including the contribution and expenditure analysis have been reviewed and fully understood.

SP71623, 1 Duffys Lane, The Entrance NSW				
Capital works cashflow including GST				
Financial Year	Opening balance	Levies at 4% increase PA	Anticipated Expenditure	Closing balance
2024	0	288,900	59,170	229,730
2025	229,730	303,345	61,822	471,253
2026	471,253	315,478	566,518	220,212
2027	220,212	221,403 *	175,518	266,098
2028	266,098	230,260	33,901	462,456
2029	462,456	239,470	95,077	606,849
2030	606,849	249,049	19,021	836,877
2031	836,877	259,011	216,993	878,894
2032	878,894	269,371	32,849	1,115,417
2033	1,115,417	280,146	802,706	592,857

* Levies recalculated after fixed levies for 2024 to 2026.

7. Disclaimer

This capital works fund assessment has been prepared for the sole purpose of calculating the estimated annual capital works contributions to allow for the anticipated capital works expenditure. It should not be used for any other purpose.

The contents of this assessment are confidential to the instructing party and essential parties dealing with the strata's capital works fund and are not to be distributed to anyone else without the agreement of QS Solutions, which agreement will not be unreasonably withheld. QS Solutions does not accept any contractual, tortious or other form of liability for any consequences, loss or damage that may arise as a result of any other person acting upon or using this assessment.

It is intended that this assessment will be read in full and no responsibility is accepted for later extractions, amendments, interpretations or distribution of parts of the contents of this assessment to any party.

DRAFT

AK

Tax Invoice
Renewal

60

Date: 12/06/24 Our Reference: 12110059 Invoice Number: 196740

INSURED: Strata Plan 71623 Ancillary

ADDRESS: C/- Result Property Group
PO Box 1
Kingsgrove NSW 1480

INSURED WITH: Insurance Aust Ltd (t/as CGU)

POLICY NUMBER: 0653092101 **EXPIRING:** 12/06/25

INSURANCE CLASS: Strata Plan Residential

PERIOD OF COVER: 12/06/24 to 12/06/25 At 4pm Local Time

COVERING: 18 Coral Street & 1 Duffys Lane, The Entrance NSW 2261

YOUR CONTACT: Aidan Coorey

SIGNED: _____

DEBITED TO:

Strata Plan 69927, 71770, 71623, Lot 13 & BMC in
DP 1061775
C/- Result Property Group
PO Box 1
Kingsgrove NSW 1480

Premium	3,776.28
Fire/SES Levy*	0.00
Stamp Duty	373.85
Policy Fee	175.00
Brokers Fee	1,454.73
GST	540.60

TOTAL DUE (incl credit card fee) **6,320.46**

Credit Card Fee (Inc GST) is \$48.00

*Note: Fire Levy for risks in NSW contains the State Emergency Services contribution.

ENTERED
17/6/24 CR

Please forward your Remittance within 14 days to ensure continuity of cover.

Remittance Advice

Client: O5TRA532 Our Reference: 12110059 Invoice: 196740 Amount: 6,320.46

Please return this advice together with your payment to:

Banking Details:
BSB: 062 279 Account: 10186074

17.06.2024
[Signature]

CRM Brokers Pty Ltd
PO Box 6542 Norwest 2153
ACN 088 887 138
ABN 68 088 887 138
AFS License 246022

Tax Invoice

Renewal

Date: 12/06/24 Our Reference: 12110059 Invoice Number: 196740

INSURED: Strata Plan 71623 Ancillary

ADDRESS: C/- Result Property Group
PO Box 1
Kingsgrove NSW 1480

INSURED WITH: Insurance Aust Ltd (t/as CGU)

POLICY NUMBER: 0653092101 EXPIRING: 12/06/25

INSURANCE CLASS: Strata Plan Residential

PERIOD OF COVER: 12/06/24 to 12/06/25 At 4pm Local Time

COVERING: 18 Coral Street & 1 Duffys Lane, The Entrance NSW 2261

YOUR CONTACT: Aidan Coorey

DEBITED TO:

Strata Plan 69927, 71770, 71623, Lot 13 & BMC in
DP 1061775
C/- Result Property Group
PO Box 1
Kingsgrove NSW 1480

SIGNED: _____

Premium	3,776.28
Fire/SES Levy*	0.00
Stamp Duty	373.85
Policy Fee	175.00
Brokers Fee	1,454.73
GST	540.60

TOTAL DUE (incl credit card fees) 6,320.46

Credit Card Fee (incl GST) is 188.00

*Note: Fire Levy for risks in NSW contains the State Emergency Services contribution.

Please forward your Remittance within **14 days** to ensure continuity of cover.

Remittance Advice

Client: OSTRAS32 Our Reference: 12110059 Invoice: 196740 Amount: 6,320.46

Please return this advice together with your payment to:

Banking Details:
BSB: 062 279 Account: 10186074

CRM Brokers Pty Ltd
PO Box 6542 Norwest 2153
ACN 088 887 138
ABN 68 088 887 138
AFS Licence 240622

SCHEDULE OF COVER
Strata Plan Residential
Our Reference 12110059

INSURED

Strata Plan 71623 Ancillary

DESCRIPTION OF OPERATIONS

Residential Strata Insurance

PERIOD OF INSURANCE

12/06/24 to 12/06/25 At 4pm Local Time

PROPERTY INSURED

18 Coral Street & 1 Duffys Lane, The Entrance NSW 2261

PERILS INSURED

CONFIRMATION OF INSURANCE

Section 1:	Building including Common Contents	\$	Not Included ✓
	Loss of Rent/Temporary Accommodation (15%)	\$	Not Included ✓
	Catastrophe or Emergency (15%)	\$	Not Included ✓
	Additional Loss of Rent	\$	Not Included ✓
	Additional Catastrophe or Emergency	\$	Not Included ✓
	Floating Floors		Not Included ✓
Section 2:	Glass	\$	Not Included ✓
Section 3:	Theft		Not Included ✓
Section 4:	Liability	20,000,000	✓
Section 5:	Fidelity Guarantee	100,000	✓
Section 6:	Office Bearers Liability	2,000,000	✓
Section 7:	Voluntary Workers (Weekly/Capital Benefit)	2,000/200,000	✓
Section 8:	Government Audit Costs	25,000	✓
Section 9:	Legal Expenses	50,000	✓
Section 10:	Workplace, Health & Safety Breaches	100,000	✓
Section 11:	Machinery Breakdown		Not Insured ✓
Section 12:	Lot Owners Fixtures & Improvements (per Lot)	\$	Not Insured ✓
Section 13:	Workers Compensation		Not Included ✓

INTERNAL PAINT AND WALLPAPER: N/A ✓

FLOOD COVER: N/A ✓

Please Note: If wages paid by the strata plan are greater than \$7,500 can you please confirm to our office ASAP and we will arrange cover for workers compensation policy.

SUM INSURED

Refer to Perils Insured

EXCESS

Not Applicable

GEOGRAPHIC LIMITS

18 Coral Street & 1 Duffys Lane, The Entrance NSW 2261

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy. Please note that the

605, 25 Selent Circuit
Norwest NSW 2153

policy defined above may be subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted), and also subject to the full receipt and clearance of the total premium payable by the Insured. It is hereby understood and agreed that Confirmation of Insurance issued by CRM Brokers may be issued without notification to Insurers.

POLICY WORDING

SUU Residential Strata Insurance V1.0 - 11.2023 - effective 18.10.2023

INSURER	PER CENT	POLICY NO.
Insurance Australia Ltd (t/as CGU)	100.0000%	06S3092101

SPECIAL NOTE

This memorandum is prepared as a summary of the insurance policy. It is not a complete description of all the policy's terms, conditions and exclusions.

In determining a claim, or questions with regard thereto, the provisions of the policy will prevail.

-0000-

SPECIAL NOTICES

This memorandum of insurance (and any amendments) is only prepared as a summary of your insurance policy. It is not a complete description of all your policy terms, conditions and exclusions.

In case of a claim under any policy, or questions with regard thereto, the provisions of the policy will prevail.

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an insurer you have a duty under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of any matter:

- that is common knowledge
- that diminishes the risk to be undertaken by the insurer
- that your insurer knows or, in the ordinary course of business, ought to know
- as to which, compliance with your duty is waived by the insurer.

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract. If however, your non-disclosure is fraudulent, the insurer may also have the option of voiding the contract.

FINANCIAL SERVICES GUIDE

This Guide is intended to assist you in determining whether to use any of our services offered in this Guide. It includes information about remuneration that may be paid to us or others in relation to the products or services offered, and what you can do if you have a complaint about our services.

Key information is set out here http://www.crmbrokers.com.au/downloads/CRM_Brokers_FSG.pdf in answer to specific questions. If you need more information or clarification, please contact us. Updates will be posted to this website.

SUBROGATION (RECOVERY) AGREEMENTS

Before you enter into a contract of general insurance with any insurer, the Insurance Contracts Act 1984 stipulates that the insurer must advise you of any provisions in your policy affecting the preservation of their rights of subrogation.

As your insurer has given us such advice, your policy of insurance provides that you will not be able to recover under it if you enter into or have entered into any agreement which excludes or limits your rights of recovery from other parties. Therefore, you must not have agreed to and must not agree to give away any of your rights which may affect your insurer's right to recover under subrogation from other parties.

AVERAGE / CO-INSURANCE COMPANY

Most policies covering property contain an Average or Co-insurance provision whereby the liability of the insurer may be reduced where the sum insured is less than the actual or replacement value of the property / interest insured by the policy.

Also, most policies of a Consequential Loss nature contain an Average provision of a similar reducing effect should the sum insured be less than appropriate to the loss or settlement applicable to the policy. It is essential therefore that you ensure that full and correct amounts of cover are established at the time you enter into the contract of insurance.

THIRD PARTIES

The policy covers only the interest of the insured, and does not extend to include the interest of the third party in the contract.

UTMOST GOOD FAITH

Insurance contracts are subject to the doctrine of utmost good faith, and this is embodied in the Act. Utmost good faith must be strictly adhered to by both parties - insured and insurer - and failure by the insured to do so may prejudice any claim.

AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY

Clients who are not fully satisfied with our service should contact our Complaints Manager on 1300 880 494. Alternatively, you may put your complaint in writing and send it to CRM Brokers Pty Ltd, PO Box 6542, Norwest 2153. If you are not satisfied with our final response, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA).

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

Mail: Australian Financial Complaints Authority - GPO Box 3, Melbourne VIC 3001

Time limits may apply to complain AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

GST CHARGES

As the service of providing general insurance services falls under the umbrella of the Goods and Services Tax (GST), we are required to charge you on a proportional basis for any insurance services provided by or via us after 30 June 2000.

Therefore, the attached document includes this charge which has been calculated based on information available to us at this time. Subsequently, if this charge requires amendment, we will recover from (or reimburse) you for any difference.

NON RETURN OF BROKERAGE

The charges detailed on this invoice may include a commission payable and/or a Broker Fee earned by this office for the placement of the risk insured. In the event of cancellation of this policy our brokerage is non-refundable. An additional fee may be charged at cancellation to cover administration costs.

PRIVACY STATEMENT (SHORT FORM)

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. For more comprehensive information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, ask us for a copy of our Privacy Policy or visit our website at <http://www.crmbrokers.com.au/privacy-policy>

INFORMATION FROM THE NSW EMERGENCY SERVICES LEVY INSURANCE MONITOR

Information

The Emergency Services Levy ("ESL") is An amount included by an insurance company in a premium payable for the issue of a regulated contract of insurance for the purpose of recouping emergency service contributions required to be paid by the insurance company and which are used to fund emergency services in NSW in the financial year in which the contract of insurance commences.

Your renewal premium comparison

The following comparative information has been included to assist you in understanding the impact of the ESL on your insurance premium.

	Last Year	This Year
Premium	3,295.43	3,776.28
NSW Emergency Services Levy	0.00	0.00
U/W GST	346.04	395.13
Stamp Duty	326.25	373.85
Brokers Fee	1,454.73	1,454.73
Brokers Fee GST	145.47	145.47
Policy Fee	165.00	175.00
Client Payable	5,732.92	6,320.46

* Last Year's Premium is the total premium paid for your insurance in the expiring period. If you have changed your cover in any way (eg. through a letter of appointment and/or had a short term policy) during the last policy period, the above premium comparison may not reflect the full years premium. If further details are required, please contact CRM Brokers for more information.

The Insurance Monitor

The office of the Insurance Monitor was established in June 2016 as an independent body. Among the functions of that office is to provide information and advice about emergency services levy reform and to monitor the prices for the issue of regulated contracts of insurance. Professor Allan Fels AO and Professor David Cousins AM were appointed by the NSW Government as the Emergency Services Levy Insurance Monitor and Deputy Monitor, respectively on 8th June 2016.

Information about the Insurance Monitor can be found at: www.esinsurancemonitor.nsw.gov.au

If you would like further information

Contact your insurance broker in the first instance if you have questions about your policy.

CERTIFICATE OF CURRENCY



To whom it may concern,

Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246719
Level 14/141 Walker Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

Date: 14/06/2024

Reference No: DOC0000669684

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date. This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request. This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured: Strata Plan 71623

Type of Insurance: Residential Strata

Policy Number: 06S3092101

Period of Insurance: From 4:00PM 12/06/2024
To 4:00PM 12/06/2025

OVERVIEW

Insured:	Strata Plan 71623
Situation:	18 CORAL STREET, THE ENTRANCE NSW 2261
Section 1:	Building including common contents Not included
	Loss of Rent/Temporary Accommodation (15%) Not included
	Catastrophe or Emergency (15%) Not included
	Additional Loss of Rent/Temporary Accommodation Not included
	Additional Catastrophe or Emergency Not included
	Floating Floors Not included
	Flood Not included
Section 2:	Glass Not included
Section 3:	Theft Not included
Section 4:	Liability \$ 20,000,000
Section 5:	Fidelity Guarantee \$100,000
Section 6:	Office Bearers Liability \$ 2,000,000
Section 7:	Voluntary Workers (Weekly/Capital Benefit) \$2,000/\$200,000
Section 8:	Government Audit Costs \$25,000
Section 9:	Legal Expenses \$50,000
Section 10:	Workplace, Health and Safety Breaches \$100,000
Section 11:	Machinery Breakdown Not Insured
Section 12:	Lot Owners Improvements (Per Lot) Not Insured
Section 13:	Workers Compensation Not included

On behalf of the Insurers: Insurance Australia Limited
Trading as CGU Insurance | ABN: 11 000 016 722

CERTIFICATE OF CURRENCY



Policy Number: 06S3092101

Insured: Strata Plan 71623

CERTIFICATE OF CURRENCY



IMPORTANT NOTICES

It is important to read and consider the Product Disclosure Statement when deciding whether to purchase this insurance. You should consider whether this product is appropriate for your financial circumstances, objectives and needs. After reading this notice if any matter relating to your policy is unclear to you or you have any questions at all in relation to the insurance, please contact us for an answer or explanation as soon as possible.

Strata Unit Underwriting Agency Pty Limited T/A Strata Unit Underwriters (SUU) hereby gives notice that this contract is issued under an authority by the Insurer/s named on Your Quotation or Policy Schedule. SUU is an agent of the Insurer and not the Insured.

Clients who are not fully satisfied with our services should contact our Internal Disputes Resolution Officer. SUU also subscribes to the Australian Financial Complaints Authority, a free customer service. Further information is available within the Product Disclosure Statement (PDS) or via our website.

Please review the sums insured as noted on your Quotation or Policy Schedule to ensure they are up-to-date and take into account your objectives, financial situation, needs and requirements of any relevant legislation.

When answering our questions you must be honest, as the answers will form the basis of our decision to insure you. Your answers apply to you and to anyone else that may be insured under the policy. If you have not answered our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy.

GENERAL ADVICE WARNING

The general advice provided has not taken into account your objectives, financial situation or needs. You must therefore assess whether it is appropriate, in the light of your own individual objectives, financial situation or needs, to act upon this advice.

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Level 29, Chifley Tower, 2 Chifley Square, Sydney NSW 2000
PO Box 8542 Norwest NSW 2153
Tel: 1300 880 494
E-mail: crmstrata@crmbrokers.com.au

Tax Invoice Renewal

Col

Date: 12/06/24 Our Reference: 12110060 Invoice Number: 196742

INSURED: Strata Plan 69927, 71770, 71623, Lot 13 & BMC in DP

ADDRESS: C/- Result Property Group
PO Box 1
Kingsgrove NSW 1480

INSURED WITH: Insurance Aust Ltd (t/as CGU)

POLICY NUMBER: 0653968742

INSURANCE CLASS: Strata Plan Residential

PERIOD OF COVER: 12/06/24 to 12/06/25 At 4pm Local Time

COVERING: 18 Coral Street & 1 Duffy Lane, The Entrance NSW 2261

SP 71623
\$88598.37
GST = \$7499.37

EXPIRING: 12/06/25

Total \$88598.37

ENTERED

CR

YOUR CONTACT: Aidan Coorey

DEBITED TO:
Strata Plan 69927, 71770, 71623, Lot 13 & BMC in DP 1061775
C/- Result Property Group
PO Box 1
Kingsgrove NSW 1480

SIGNED: _____
Premium 87,861.01
Fire/SES Levy* 10,184.54
Stamp Duty 9,706.51
Policy Fee 325.00
Brokers Fee 20,856.18
GST 11,922.68

TOTAL DUE (incl credit card fee) 140,855.92

Credit Card Fee (1% GST) 1% \$1,025.33

*Note: Fire Levy for risks in NSW contains the State Emergency Services contribution.

ENTERED 12/16/24
HOLD insuff.

Please forward your Remittance within 14 days to ensure continuity of cover.

Remittance Advice

Client: 05TRA532 Our Reference: 12110060 Invoice: 196742 Amount: 140,855.92

Please return this advice together with your payment to:

Banking Details:
BSB: 062 279 Account: 10185074

CRM Brokers Pty Ltd
PO Box 8542 Norwest 2153
ACN 066 887 138
ABN 95 088 887 138
AFS Licence 246622

Tax Invoice Renewal

Date: 12/06/24 **Our Reference:** 12110060 **Invoice Number:** 196742

INSURED: Strata Plan 69927, 71770, 71623, Lot 13 & BMC in DP

ADDRESS: C/- Result Property Group
PO Box 1
Kingsgrove NSW 1480

INSURED WITH: Insurance Aust Ltd (t/as CGI)

POLICY NUMBER: 0653968742

INSURANCE CLASS: Strata Plan Residential

PERIOD OF COVER: 12/06/24 to 12/06/25 At 4pm Local Time

COVERING: 18 Coral Street & 1 Duffy Lane, The Entrance NSW 2261

SP 71623
\$88598.37
GST = \$7499.37

EXPIRING: 12/06/25

Total \$88598.37

YOUR CONTACT: Aidan Coorey

DEBITED TO:

Strata Plan 69927, 71770, 71623, Lot 13 & BMC in
DP 1061775
C/- Result Property Group
PO Box 1
Kingsgrove NSW 1480

SIGNED: _____

Premium	87,861.01
Fire/SES Levy*	10,184.54
Stamp Duty	9,706.51
Policy Fee	325.00
Brokers Fee	20,856.18
GST	11,922.68

TOTAL DUE (inc credit card fee) 140,855.92

Credit Card Fee (1% GST) is \$1,535.33

*Note: Fire Levy for strata in NSW contains the State Emergency Services contribution.

*ENTERED
11/16/24
HOLD INSUFF.*

Please forward your Remittance within 14 days to ensure continuity of cover.

Remittance Advice

Client: OSTR4532 Our Reference: 12110060 Invoice: 196742 Amount: 140,855.92

Please return this advice together with your payment to:

Banking Details:
BSB: 062 279 Account: 10186074

CRM Brokers Pty Ltd
PO Box 6542 Norwest 2153

ACN 068 887 138
ABN 68 050 807 138
AFS Licence 248827

SCHEDULE OF COVER
Strata Plan Residential
Our Reference 12110060

INSURED

Strata Plan 69927, 71770, 71623, Lot 13 & BMC in DP 1061775

DESCRIPTION OF OPERATIONS

Residential Strata Insurance

PERIOD OF INSURANCE

12/06/24 to 12/06/25 At 4pm Local Time

PROPERTY INSURED

18 Coral Street & 1 Duffy Lane, The Entrance NSW 2261

PERILS INSURED

CONFIRMATION OF INSURANCE

Section 1:	Building including Common Contents	\$	58,362,850	/
	Loss of Rent/Temporary Accommodation (15%)	\$	8,754,427	/
	Catastrophe or Emergency (15%)	\$	8,754,427	/
	Additional Loss of Rent	\$	Not included	/
	Additional Catastrophe or Emergency	\$	Not included	/
	Floating Floors		Not included	/
Section 2:	Glass		Included	/
Section 3:	Theft		Included	/
Section 4:	Liability	\$	30,000,000	/
Section 5:	Fidelity Guarantee	\$	100,000	/
Section 6:	Office Bearers Liability	\$	2,000,000	/
Section 7:	Voluntary Workers (Weekly/Capital Benefit)	\$	2,000/200,000	/
Section 8:	Government Audit Costs	\$	25,000	/
Section 9:	Legal Expenses	\$	50,000	/
Section 10:	Workplace, Health & Safety Breaches	\$	100,000	/
Section 11:	Machinery Breakdown	\$	Not Insured	/
Section 12:	Lot Owners Fixtures & Improvements (per Lot)	\$	250,000	/
Section 13:	Workers Compensation		Not included	/

INTERNAL PAINT AND WALLPAPER: INCLUDED ✓

FLOOD COVER: NOT SELECTED ✓

SPECIAL TERMS/CONDITIONS

The following special terms/conditions form part of our quotation in respect to the above named insured.

1 Stratum Complex

Sections 4,5,6,7,8,9 & 10 - cover applies to insured parties jointly & not severally.

Cover under Section 4 is provided in respect to "common areas" only.

Section 6 - Office Bearers - Extension of cover 3 "CROSS LIABILITY" is deleted.

General Condition "CROSS LIABILITY" on page 44 of this policy is deleted.

Stratum Lot Owner/s Lot 13 in DP 1061775

No cover is provided under this policy for Sections 10 & 12 to the above named party.

2 Risk Survey

Cover under this policy is subject to a Risk Survey being conducted by Strata Unit Underwriters, and implementation by the insured of any

G26, 28 Bland Circuit
Norwest NSW 2153

reasonable suggested risk within 60 days of request.
Should the insured not make the reasonable suggested risk improvements within 60 days of request, and should the Risk Survey of the premises show an increased risk of loss, damage or liability in relation to the premises, Strata Unit Underwriters may charge an additional premium, change the cover of your policy and/or impose special conditions to reflect the increased risk of loss, damage or liability. Strata Unit Underwriters may also cancel the policy if permitted by the Insurance Contracts Act 1984 (Cth).

It is important for the insured to know that Strata Unit Underwriters may make changes to this Policy as a result of a change in the insured's information. When there is a change, Strata Unit Underwriters will inform you. If the insured is not satisfied with the changes, the insured may cancel the policy.

Please Note: If wages paid by the strata plan are greater than \$7,500 can you please confirm to our office ASAP and we will arrange cover for workers compensation policy.

SUM INSURED

Refer to Perils Insured

EXCESS

Section 1 - \$10,000 each malicious damage, vandalism & graffiti claim
Section 1 - \$10,000 all storm and tempest claims
Section 1 - \$15,000 all impact claims
Section 1 - \$2,000 all other claims + as per policy wording
Section 2 - \$2,000 all claims
Section 3 - \$2,000 all claims

GEOGRAPHIC LIMITS

18 Coral Street & 1 Duffy Lane, The Entrance NSW 2261

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy. Please note that the policy defined above may be subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted), and also subject to the full receipt and clearance of the total premium payable by the Insured. It is hereby understood and agreed that Confirmation of Insurance issued by CRM Brokers may be issued without notification to Insurers.

POLICY WORDING

SUU Residential Strata Insurance V1.0 - 11.2023 - effective 18.10.2023

INSURER	PER CENT	POLICY NO.
Insurance Australia Ltd (t/as CGU)	100.0000%	0653968742



Level 29, Chifley Tower, 2 Chifley Square, Sydney NSW 2000
PO Box 6542 North West NSW 2153
Tel: 1300 880 494
E-mail: crm@crmbrokers.com.au

SPECIAL NOTE

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In determining a claim, or questions with regard thereto, the provisions of the policy will prevail.

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005, 29 South Circular
North West NSW 2153

CRM Brokers Pty Ltd ACN 088 887 138
ABN 68 088 887 138
AFS Licence 248922

SPECIAL NOTICES

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YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an insurer you have a duty under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of any matter:

- that is common knowledge
- that diminishes the risk to be undertaken by the insurer
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- as to which, compliance with your duty is waived by the insurer.

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract. If however, your non-disclosure is fraudulent, the insurer may also have the option of voiding the contract.

FINANCIAL SERVICES GUIDE

This Guide is intended to assist you in determining whether to use any of our services offered in this Guide. It includes information about remuneration that may be paid to us or others in relation to the products or services offered, and what you can do if you have a complaint about our services.

Key information is set out here: http://www.crmbrokers.com.au/downloads/CRM_Brokers_FSG.pdf in answer to specific questions. If you need more information or clarification, please contact us. Updates will be posted to this website.

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Also, most policies of a Consequential Loss nature contain an Average provision of a similar reducing effect should the sum insured be less than appropriate to the basis or settlement applicable to the policy. It is essential therefore that you ensure that full and correct amounts of cover are established at the time you enter into the contract of insurance.

THIRD PARTIES

The policy covers only the interest of the Insured, and does not extend to include the interest of the third party in the contract.

INFORMATION FROM THE NSW EMERGENCY SERVICES LEVY INSURANCE MONITOR

Information

The Emergency Services Levy ("ESL") is An amount included by an insurance company in a premium payable for the issue of a regulated contract of insurance for the purpose of recouping emergency service contributions required to be paid by the insurance company and which are used to fund emergency services in NSW in the financial year in which the contract of insurance commences.

Your renewal premium comparison

The following comparative information has been included to assist you in understanding the impact of the ESL on your insurance premium.

	Last Year	This Year
Premium	63,613.58	87,861.01
NSW Emergency Services Levy	6,841.84	10,184.54
U/W GST	7,075.55	9,837.06
Stamp Duty	6,975.09	9,706.51
Brokers Fee	19,654.88	20,856.18
Brokers Fee GST	1,965.49	2,085.62
Policy Fee	300.00	325.00
Client Payable	106,426.43	140,855.92

** Last Year's Premium is the total premium paid for your insurance in the expiring period. If you have changed your cover in any way (eg. through a letter of appointment and/or had a short term policy) during the last policy period, the above premium comparison may not reflect the full years premium. If further details are required, please contact CRM Brokers for more information.*

The Insurance Monitor

The office of the Insurance Monitor was established in June 2016 as an independent body. Among the functions of that office is to provide information and advice about emergency services levy reform and to monitor the prices for the issue of regulated contracts of insurance. Professor Allan Fels AO and Professor David Cousins AM were appointed by the NSW Government as the Emergency Services Levy Insurance Monitor and Deputy Monitor, respectively on 8th June 2016.

Information about the Insurance Monitor can be found at: www.eslinsurancemonitor.nsw.gov.au

If you would like further information

Contact your insurance broker in the first instance if you have questions about your policy.

CERTIFICATE OF CURRENCY



To whom it may concern,

Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246719
Level 14/141 Walker Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

Date: 17/06/2024

Reference No: DOC0000692913

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date. This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request. This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured: Strata Plan 69927, Strata Plan 71623, Strata Plan 71770 & Lot 13 in DP 1061775 & the Building Management Committee For Their Respective Rights and Interests

Policy Number: 06S3968742

Type of Insurance: Residential Strata

Period of Insurance: From 4:00PM 12/06/2024
To 4:00PM 12/06/2025

OVERVIEW

Insured: Strata Plan 69927, Strata Plan 71623, Strata Plan 71770 & Lot 13 in DP 1061775 & the Building Management Committee For Their Respective Rights and Interests

Situation: 18 CORAL STREET, THE ENTRANCE NSW 2261

Section 1: Building including common contents	\$58,362,850
Loss of Rent/Temporary Accommodation (15%)	\$8,754,427
Catastrophe or Emergency (15%)	\$8,754,427
Additional Loss of Rent/Temporary Accommodation	Not included
Additional Catastrophe or Emergency	Not included
Floating Floors	Not included
Flood	Not included
Section 2: Glass	Automatically Included
Section 3: Theft	Automatically Included
Section 4: Liability	\$ 30,000,000
Section 5: Fidelity Guarantee	\$100,000
Section 6: Office Bearers Liability	\$ 2,000,000
Section 7: Voluntary Workers (Weekly/Capital Benefit)	\$2,000/\$200,000
Section 8: Government Audit Costs	\$25,000
Section 9: Legal Expenses	\$50,000
Section 10: Workplace, Health and Safety Breaches	\$100,000

On behalf of the Insurers: Insurance Australia Limited
Trading as CGU Insurance | ABN: 11 000 016 722

CERTIFICATE OF CURRENCY



Section 11: Machinery Breakdown	Not Insured
Section 12: Lot Owners Improvements (Per Lot)	\$250,000
Section 13: Workers Compensation	Not included

Policy Number:	06S3968742
Insured:	Strata Plan 69927, Strata Plan 71623, Strata Plan 71770 & Lot 13 in DP 1061775 & the Building Management Committee For Their Respective Rights and Interests

EXCESSES

Section 1 - Building including Common Contents

\$10,000.00 malicious damage, vandalism & graffiti claims

\$10,000.00 all storm and tempest claims

\$15,000.00 all impact claims

\$2,000.00 all other claims + as per policy wording

Section 2 - Glass

\$2,000.00 all claims

Section 3 - Theft

\$2,000.00 all claims

SPECIAL TERMS/CONDITIONS

Stratum Complex

Sections 4,5,6,7,8,9 & 10 - cover applies to insured parties jointly & not severally. Cover under Section 4 is provided in respect to 'common areas' only. Section 6 - Office Bearers - Extension of cover 2 'CROSS LIABILITY' is deleted. General Condition 'CROSS LIABILITY' on page 45 of this policy is deleted. Stratum Lot Owner/s Lot 13 in DP 1061775 No cover is provided under this policy for Sections 10 & 12 to the above-named party.

Risk Survey

Cover under this policy is subject to a Risk Survey being conducted by Strata Unit Underwriters and implementation by the insured of any suggested risk improvements within 60 days of request. Should the insured not make the reasonable suggested risk improvements within 60 days of request, and should the Risk Survey of the premises show an increased risk of loss, damage or liability in relation to the premises, Strata Unit Underwriters may charge an additional premium, change the cover of your policy and/or impose special conditions to reflect the increased risk of loss, damage or liability. Strata Unit Underwriters may also cancel the policy if permitted by the Insurance Contracts Act 1984 (Cth). It is important for the insured to know that Strata Unit Underwriters may make changes to this Policy as a result of a change in the insured's information. When there is a change, Strata Unit Underwriters will inform you. If the insured is not satisfied with the changes, the insured may cancel the policy.

CERTIFICATE OF CURRENCY



IMPORTANT NOTICES

It is important to read and consider the Product Disclosure Statement when deciding whether to purchase this insurance. You should consider whether this product is appropriate for your financial circumstances, objectives and needs. After reading this notice if any matter relating to your policy is unclear to you or you have any questions at all in relation to the insurance, please contact us for an answer or explanation as soon as possible.

Strata Unit Underwriting Agency Pty Limited T/A Strata Unit Underwriters (SUU) hereby gives notice that this contract is issued under an authority by the Insurer/s named on Your Quotation or Policy Schedule. SUU is an agent of the Insurer and not the Insured.

Clients who are not fully satisfied with our services should contact our Internal Disputes Resolution Officer. SUU also subscribes to the Australian Financial Complaints Authority, a free customer service. Further information is available within the Product Disclosure Statement (PDS) or via our website.

Please review the sums insured as noted on your Quotation or Policy Schedule to ensure they are up-to-date and take into account your objectives, financial situation, needs and requirements of any relevant legislation.

When answering our questions you must be honest, as the answers will form the basis of our decision to insure you. Your answers apply to you and to anyone else that may be insured under the policy. If you have not answered our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy.

GENERAL ADVICE WARNING

The general advice provided has not taken into account your objectives, financial situation or needs. You must therefore assess whether it is appropriate, in the light of your own individual objectives, financial situation or needs, to act upon this advice.



INSURANCE VALUATION



DATE 3 March 2021

PROPERTY 'Nesuto'
18 Coral Street
The Entrance NSW 2261

COUNCIL CENTRAL COAST

CLIENT Building Management Committee 1061775

INSTRUCTED BY Result Property Group
PO Box 1
Kingsgrove NSW 1480



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Strata Plan 69927, 71623, 71770, 74486 & Lot 13 in Deposited Plan 1061775

1. INSTRUCTIONS

We acknowledge your instructions to prepare an insurance valuation for the Owners to adequately insure all buildings and improvements. We have inspected the property and report herein.

2. BUILDINGS AND IMPROVEMENTS

Property Details

Buildings	1
Levels	7-8
Security	Yes
Lifts	3
Lots	Residential Strata (113), Commercial Strata (19), Car Park Stratum (1)
Accommodation	Hotel / Self Contained Apartments, Retail Shops, Associated Car Parking, Public Car Park
Prime Cost Items	Good Standard, Air Conditioning
Amenities	Conference Room , Reception , Swimming Pool
Other Improvements	Assessment includes all external works adjacent to the building and within the site boundaries
Construction Date	2003
Heritage Listed	No

Construction Details

Walls	Concrete / Masonry , Part Rendered
Floors	Concrete
Windows	Aluminum
Roof	Flat Concrete , Metal
Aluminium Composite Cladding	No

3. BASIS OF VALUATION

The valuation is calculated similar to the provisions stated in Section 161 of the Strata Schemes Management Act 2015. If a building is destroyed, or damaged but not destroyed, the building is to be replaced or reinstated to a standard no worse or less extensive than when that building or part was built new.

The valuation notionally assumes a total loss and the recommended sum insured is calculated as at the date of commencement of the damage policy.

The building includes the owner's improvements and fixtures forming part of the building other than paint, wallpaper and temporary wall, floor and ceiling coverings. The building excludes fixtures removable by a tenant at the expiration of a tenancy.

We have relied upon Rawlinsons Construction Handbook for the adopted standard of construction costs and to assess those costs in modern materials.



Strata Plan 69927, 71623, 71770, 74486 & Lot 13 in Deposited Plan 1061775

4. LOCATION MAP

Aerial photograph of subject site. Source: Six Maps NSW Government



5. METHOD OF VALUATION

The valuer has adopted a formulae similar to that prescribed in Section 39 of the Strata Schemes Management Regulation 2016 and Section 161 of Strata Schemes Management Act 2015.

For the manner of calculating an amount to which the liability of an Insurer may be limited under damage policy is to add together the following amounts:

- (a) total cost for rebuilding or replacement of the buildings and improvements
- (b) demolition and removal of debris
- (c) architects and other professional fees
- (d) an amount by which the expenditure referred to above may increase over an 24 month period following the commencement of the Damage Policy
- (e) the amounts referred to in (a) and (d) above are to include any applicable taxes, fees and charges.

Instead of providing for work and payments being made if a building is destroyed or damaged, the damage policy may limit the liability of the insurer in that event to an amount specified in the policy. The amount must not be less than an amount calculated in accordance with the regulations.

The valuation includes an allowance for GST.



6. EXCLUSIONS

The following cost items are excluded from the valuation;

Land, legal costs, rates, taxes and similar outgoings.

Loss of rent or cost of renting alternative accommodation during the rebuilding period.

Catastrophic cover where the reconstruction of this property is affected by resources or pricing constraints due to local or national disasters.

Common contents that do not form part of the building as defined in Section 161 of the Act.

Costs associated with investigation, removal and remediation of hazardous materials or wastes.

The valuation does not cover the property's structural condition nor environmental contamination, nor is it a quantitative survey.

Where a building has elements of a heritage nature, unless otherwise specified, valuation does not include the reproduction of the existing building with original heritage features, but allows for a modern equivalent.

Unexpected delays in obtaining approvals caused by appeals or abnormal factors.

7. QUALIFICATIONS

This insurance valuation has been prepared for the sole purpose of calculating the recommended building sum insured for the subject property. A G Thomas Valuers is not liable to any person or company for any damage or loss, which has occurred or may occur in relation to taking, or not taking action in respect of any representation, statement, opinion or advice referred to in this report.

The valuation has been prepared for insurance purposes and does not take into account Council requirements as regards to site density, building setbacks, zoning or loss of floor space ratio. The assessment is on the basis that the improvements will have the same functional use and usable areas of the old buildings and be rebuilt in conformity with all Council building codes in force at the date of the assessment.

This valuation is current at the date of issue only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time. Liability for losses arising from such subsequent changes in value is excluded as is liability where the valuation is relied upon more than 90 days after the date of the valuation.

In certain situations reinstatement cost may exceed the replacement cost of a building and the valuation assumes that if such were the case the building would not be reinstated but totally replaced. Therefore this valuation makes no allowance for any additional cost of reinstatement.

Building areas have been calculated from a site measure or the subject Plan and we do not accept responsibility for any errors that may be contained within that Plan. Building plans or building surveys should be provided to the valuer if the Owners require a more accurate assessment of areas.

We have relied upon Rawlinsons Construction Handbook to assess the replacement and reinstatement cost in modern materials and do not accept responsibility for any errors from the above provider of source data. Our valuation is premised on the basis that the client accepts Rawlinsons Construction Handbook as a source in determining those costs.



8. DEFINITIONS

Aluminium Composite Panels (ACP)	In NSW, ACP with a core comprised of more than 30% polyethylene (PE) by mass has been banned for use in any external cladding, external wall, external insulation or facade in buildings.
Catastrophe Cover	Where reconstruction of the property is affected by additional building cost increases due to resource or pricing constraints occurring from a local or national disaster.
Common Contents	Removable items that are contained within the common areas of the building including temporary wall, floor and ceiling coverings, furniture, etc.
Cost Escalation	Estimated increase in building price costs during the rebuilding period sourced from the Building Price Index.
Cost of Temporary Accommodation	The cost to provide residents with temporary emergency accommodation during the rebuilding period.
Demolition and Removal of Debris	Demolition of any remaining structure and removal of building waste and debris due to building collapse or damage.
Loss of rent	The cost to cover loss of rental income for investors incurred during the rebuilding period.
Professional Fees	The fees associated with the redesign and reconstruction of the building and include project consultants, councils and other governing body fees.
Reinstatement	If the building is damaged but not destroyed, the damaged part of the building is to be repaired or restored so that the condition of the repaired or restored part is not worse or less extensive than that part when new.
Replacement	If the building is destroyed, the building is to be rebuilt or replaced so that the condition of every part of the rebuilt or replaced building is not worse or less extensive than the part when new.
Variations	Additional costs arising as a result of changes in policy, design, industry conditions, site conditions and unforeseen events.



Strata Plan 69927, 71623, 71770, 74486 & Lot 13 in Deposited Plan 1061775

9. VALUATION

We recommend the Current Sum Insured for all Buildings and Improvements at 'Nesuto' 18 Coral Street The Entrance NSW 2261 as at 3 March 2021 is:

\$57,785,000
(FIFTY-SEVEN MILLION SEVEN HUNDRED AND EIGHTY-FIVE THOUSAND DOLLARS)

Craig McPherson

Certified Property Valuer AVI 6753

10. SUMMARY OF CALCULATIONS

Taking into consideration the assumptions and disclaimers referred to in this report the valuation amount is apportioned as follows;

Replacement and/or reinstatement cost for all buildings	\$41,733,611
Demolition and removal of debris	\$2,334,747
Professional fees	\$4,669,495
Cost escalation for a minimum of 30 months	\$3,793,965
GST allowance	\$5,253,182
TOTAL (recommended sum insured)	\$57,785,000

11. ADDITIONAL INSURANCE

The following cost items are excluded from the valuation however in the event that additional insurance cover is required we recommend :

Loss of Rent & Temporary Accommodation	Up to 20% of the Recommended Sum Insured
Catastrophe Cover	Up to 30% of the Recommended Sum Insured
Common Contents	Up to 3% of the Recommended Sum Insured



Strata Plan 69927, 71623, 71770, 74486 & Lot 13 in Deposited Plan 1061775

12. ADDITIONAL PHOTOS





Strata Plan 69927, 71623, 71770, 74486 & Lot 13 in Deposited Plan 1061775





Strata Plan 69927, 71623, 71770, 74486 & Lot 13 in Deposited Plan 1061775





Strata Plan 69927, 71623, 71770, 74486 & Lot 13 in Deposited Plan 1061775





Strata Plan 69927, 71623, 71770, 74486 & Lot 13 in Deposited Plan 1061775





Strata Plan 69927, 71623, 71770, 74486 & Lot 13 in Deposited Plan 1061775





Strata Plan 69927, 71623, 71770, 74486 & Lot 13 in Deposited Plan 1061775





COVID-19 ENDORSEMENT

Market Uncertainty (as recommended by the API)

The outbreak of the Novel Coronavirus (COVID-19) was declared as a 'Global Pandemic' by the World Health Organisation on 11 March 2020.

We have seen global financial markets and travel restrictions and recommendations being implemented by many countries, including Australia.

The real estate market is being impacted by the uncertainty that the COVID-19 outbreak has caused. Market conditions are changing daily at present. As at the date of valuation we consider that there is a significant market uncertainty.

This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of factors that the Valuer could not reasonably have been aware of as at the date of valuation

We do not accept responsibility or liability for any losses arising from such subsequent changes in value. Given the valuation uncertainty noted, we recommend that the user(s) of this report review this valuation periodically.

Full Inspection

Given that this report has been prepared without a full physical or personal inspection of the property, we recommend that the Client considers having us conduct a full inspection of the property when it is deemed appropriate to do so, in order to consider any impact that has on our valuation.

THE MINUTES OF THE STRATA COMMITTEE MEETING OF STRATA PLAN 71623, 1 DUFFYS LANE, THE ENTRANCE NSW 2261, HELD IN THE OFFICES OF RESULT PROPERTY GROUP PTY LTD AND VIA ZOOM TELECONFERENCING ON WEDNESDAY 10 JULY 2024 AT 6.00 PM.

- PRESENT:** James McLaren, Mark Ronfeldt, Lesley McLaren, Mary George, Phillip Prassinis, Andrew Symons & Stephen Squires.
- APOLOGISE:** NIL
- IN ATTENDANCE:** Anthony Kioussis of Result Property Group Pty Limited, Susan Williams Lot 9B.
- CHAIRMAN:** Anthony Kioussis

Disclosure of pecuniary interests;

1. **RESOLVED** that there were no declarations made or required by any member of the Strata Committee of any direct or indirect pecuniary interest in relation to a matter being considered at this meeting.

Minutes

2. **RESOLVED** that the minutes of the last strata committee meeting be adopted as a true and accurate account of the proceedings of that meeting.

Election of Office Bearers

3. **RESOLVED** that the following office bearers be elected:

Chairman - Andrew Symons
Treasurer - Mary George
Secretary - James McLaren



Appointing contact point and substitute contact point

4. **RESOLVED** that the Strata Committee resolved to appoint James McLaren and Andrew Symons as the Strata Scheme's main contact points.

Loan Facility Transfer Of Authorised Committee Members

5. **RESOLVED** that the Strata Committee change the authorised representatives for the drawdown facility to The Chairman – Mr Andrew John Symons and The Secretary – Mr James McLaren for the purposes of signing drawdown documentation.

Report from Strata Manager and instructions form committee.

The Strata Manager advised that the recovery items relating to shared facilities were completed for the six month period for 1 January 2024 to 30 June 2024 and that invoices will be issued this week.

Strata Manager was requested to provide update on the outstanding insurance claims and provide a report to the committee.

The Committee resolved to provide owners with an option to install lockable car space bollards at a cost of \$88.00 installed and that the building manager and strata manager seek interest from owners prior to placing a purchase.

CLOSURE: There being no further business, the Chairperson declared the meeting closed at 6.30pm.


(Chairperson)

10/7/2024
(Date)

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 71623, "NESUTO", 1 DUFFYS LANE, THE ENTRANCE, HELD ON THURSDAY 23 May 2024 IN THE OFFICES OF RESULT PROPERTY GROUP, 281 KINGSGROVE ROAD, KINGSGROVE & BY ZOOM AUDIO/VIDEO CONFERENCE. THE MEETING COMMENCED AT 6.00PM.

PRESENT: Lots 2, 26, 37, 41, 48, 55, 69, 79, 86, 93, 104, 105 & 112.

PRESENT BY PROXY: Lots 1, 21, 22, 36, 42, 83, 90, 92, 98, 113, 116 & 117.

IN ATTENDANCE: Anthony Kioussis of Result Property Group

CHAIRMAN: Andrew Symons

MINUTES

1. Minutes

RESOLVED that the minutes of the last general meeting be adopted as a true and accurate account of the proceedings of that meeting.

2. Key financial Information - 2023

RESOLVED that the attached audited statements of key financial information for the administrative fund, the capital works fund and any other fund prepared by the owners corporation together with the relevant auditor's report if required be adopted.

3. Auditor

RESOLVED that the Owners Corporation meets its obligation in accordance with the Act to appoint and Auditor to Audit the accounts for the financial year ending 31 December 2024.

4. Commissions and training services

RESOLVED that the report from the Strata Managing Agent on commissions and training services in the past 12 months and estimate of commissions and training services in the next 12 months be accepted.

5. Consideration and Acceptance of Budget - 2024

RESOLVED that the Owners Corporation accept the estimate of how much money it will need to credit to its administrative fund and capital works fund for actual and expected expenditure.

6. Levy Contributions - 2023

RESOLVED THAT

- (a) in accordance with Section 79(2) and 81 of the *Strata Schemes Management Act 2015* the owners corporation estimates that in respect of the period from 01/01/2024 to 31/12/2024 it will need to credit to its administrative and capital works funds for actual and expected expenditure referred to in those subsections the amounts set out in the budget that was attached to the notice of the meeting at which this resolution was passed; and
- (b) in accordance with Section 81 of the Act, the owners corporation determines that the following amounts are to be levied to raise the estimated contributions:
 - administrative fund, the sum of \$468,120.00 Plus GST
 - capital works fund, the sum of \$280,880.00 Plus GST
- (c) those amounts are to be paid by regular equal periodic instalments on the first day of June 2024; and the subsequent instalments being due and payable on the first days of September, December 2024 and March 2025. ***Until amended by resolution at a subsequent general meeting.***

(d) the Treasurer is authorised to levy those contributions by written notice on each person liable to pay them.

7. Limitations on Expenditure

RESOLVED that the Owners Corporation pursuant to Section 102 (3) of the Strata Schemes Management Act 2015, that the Strata Committee not be subject to the limitation otherwise imposed by Section 102 (2) of the Act in relation to any matter.

It was noted that the owners of lots 37 & 41 voted against this motion.

8. Payment Plans

RESOLVED that the Owners – Strata Plan 71623 RESOLVE NOT to agree to enter into payment plans generally for matters involving arrears of unpaid contributions/levies or other amounts including interest, legal and other costs/expenses thereon, but instead to delegate to the Strata Committee an absolute discretion as to whether or not to enter into, arrange and monitor any such payment plan provided that it be limited to a period of 12 months per payment plan but not precluding any further or subsequent payment plan agreed by the Strata committee in its absolute discretion.

9. Levy Collection

RESOLVED that the Owners – Strata Plan No 71623 pursuant to the Strata Schemes Management Act 2015 (including section 103) for the purpose of collecting levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do any one or more of the following:

- (a) To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses;
- (b) To engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of The Owners – Strata Plan No 71623;
- (c) To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- (d) Enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
- (e) File an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- (f) Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

10. Annual Fire Safety Statement

RESOLVED that the Owners Corporation resolves to do the following:

- (a) Engage a suitably qualified consultant to carry out an annual Fire Safety Statement (and report) in accordance with Part 9, Division 5 of the NSW Environmental Planning and Assessment Regulations 2000 as amended; and
- (b) To submit any corrective actions report to the Strata Committee to determine what action is required, if any; and
- (c) To delegate to the strata manager the following functions pursuant to the Agency Agreement additional duties schedule:
 - i. undertake the seeking of quotations and engaging the contractor to prepare the statement; and
 - ii. sign the statement on behalf of the scheme and lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner

11. Lift Registration

RESOLVED that the owners corporation resolves that whilst Result Property Group Pty Ltd is appointed as the managing agent for the scheme:

- (a) it is required on an annual basis to engage a competent person to provide a statement as to whether the lift equipment is safe to operate; and
- (b) subject to receipt of the statement from the competent person that the equipment is safe to operate, it is instructed to sign on behalf of the scheme and lodge with WorkCover any item registration renewal or application form.

12. Insurance

RESOLVED that the owners corporation insurances as listed in the Annexures to the Agenda of the meeting be confirmed and further **THAT** the Strata Committee be delegated the function of increasing, altering or adding insurances should it be resolved to include further insurances.

13. Strata Committee

The Chairman called for nominations for the Strata Committee and the following nominations were received:

Philip Prassinas
Andrew Symons
Mark Ronfeldt
Mary George
Jim McLaren
Susan Williams
Lesley McLaren
David Paton
Fred Mason
Stephen Squires

The Chairman **DECLARED** nomination closed at 6.28pm.

Following the declaration that nominations were closed it was **RESOLVED** that the meeting determine that there be seven (7) members to constitute the strata committee until the next AGM and a written ballot to elect the committee was conducted, as the meeting was being conducted via video and telephone conference it was **RESOLVED** that the ballot be sent to all lots represented at the meeting and that ballots will be eligible for return no later than 9am Tuesday 28 May 2024.

On closing of the written ballot and counting of the votes conducted by Anthony Kioussis & Yuliya Sobol the following persons were declared duly elected to the committee:

Philip Prassinas
Andrew Symons
Mark Ronfeldt
Mary George
Jim McLaren
Lesley McLaren
Stephen Squires

STRATA PLAN NO 71623
 'WALDORF BY THE SEA' 1 DUFFYS LANE THE ENTRANCE NSW 2261
 STATEMENT OF INCOME AND EXPENDITURE
 FOR THE YEAR ENDED 31 DECEMBER 2023

ADMINISTRATIVE FUND

	Notes	2023 \$	2022 \$
<u>INCOME</u>			
Levies receivable		428,124.67	400,000.00
Interest receivable on arrears		3,490.24	4,384.63
Insurance claims received		61,884.29	-
Shared facilities recovery		54,474.47	94,190.39
Write off damage bond from 2018		-	500.00
		<u>547,973.67</u>	<u>499,075.02</u>
 <u>LESS: EXPENDITURE</u>			
Accounting / tax fees		840.00	1,260.00
Audit fees		3,000.00	3,000.00
Building management		121,205.91	116,457.87
Cleaning		5,015.77	2,208.82
Consulting fees		1,070.00	1,403.91
Council rates		39,551.71	39,520.00
Electricity		39,758.85	52,778.42
Fire control		38,398.01	99,663.56
Foxtel		8,237.24	50,753.39
Gardening		846.36	1,590.91
Honarariums		-	14,280.00
Insurance	(4)	66,496.82	78,046.81
Legal costs		700.00	-
Lift		29,756.96	36,078.99
Management fees		50,180.43	47,883.57
Pool & spa		7,832.26	8,481.51
Registration / licence fees		-	79.00
Repairs & maintenance	(5)	63,759.09	37,390.47
Security		53,114.68	50,343.01
Strata hub		1,404.00	-
Telephone		660.00	645.00
Write off Sundry debtors	(6)	-	111,609.44
		<u>531,828.09</u>	<u>753,474.68</u>
Surplus/(deficit) for the year		16,145.58	(254,399.66)
Owner's funds at beginning of year		(400,962.55)	(146,562.89)
Owner's funds at end of year transferred to balance sheet		<u>(384,816.97)</u>	<u>(400,962.55)</u>

STRATA PLAN NO 71623
 'WALDORF BY THE SEA' 1 DUFFYS LANE THE ENTRANCE NSW 2261
 STATEMENT OF INCOME AND EXPENDITURE
 FOR THE YEAR ENDED 31 DECEMBER 2023

CAPITAL WORKS FUND

	Notes	2023 \$	2022 \$
<u>INCOME</u>			
Levies receivable		256,875.33	240,000.00
Interest receivable on arrears		2,094.20	2,630.79
		<u>258,969.53</u>	<u>242,630.79</u>
 <u>LESS: EXPENDITURE</u>			
Capital works fund assessment		2,300.00	-
General replacement		163,093.82	29,137.00
Honarariums		-	8,568.00
Interest on loans		85,237.61	67,848.31
Security		50.00	1,740.00
		<u>250,681.43</u>	<u>107,293.31</u>
Surplus/(deficit) for the year		8,288.10	135,337.48
Owner's funds at beginning of year		(318,604.30)	(453,941.78)
Owner's funds at end of year transferred to balance sheet		<u>(310,316.20)</u>	<u>(318,604.30)</u>

STRATA PLAN NO 71623
 'WALDORF BY THE SEA' 1 DUFFYS LANE THE ENTRANCE NSW 2261
 BALANCE SHEET
 AS AT 31 DECEMBER 2023

	Notes	2023 \$	2022 \$
<u>OWNER'S FUNDS</u>			
Administrative fund		(384,816.97)	(400,962.55)
Capital Works fund		(310,316.20)	(318,604.30)
		<u>(695,133.17)</u>	<u>(719,566.85)</u>
 <u>REPRESENTED BY:</u>			
<u>CURRENT ASSETS</u>			
Cash at bank	(3)	13,721.24	147,216.05
Lots in arrears		92,360.12	97,039.58
Receivables - owners - admin		626.22	626.22
Sundry debtors	(7)	13,194.47	13,194.47
Sundry debtors shared facilities 31/12/05	(8)	1,915.20	1,915.20
Sundry debtors shared facilities 31/12/06	(8)	2,566.17	2,566.17
Sundry debtors shared facilities 31/12/07	(8)	2,652.55	2,652.55
Sundry debtors shared facilities 31/12/08	(8)	2,640.54	2,640.54
Sundry debtors shared facilities 31/12/09	(8)	3,518.07	3,518.07
Sundry debtors shared facilities 31/12/10	(8)	3,106.38	3,106.38
		<u>136,300.96</u>	<u>274,475.23</u>
 <u>LESS: LIABILITIES</u>			
<u>CURRENT LIABILITIES</u>			
Damage bond held		-	-
GST payable		5,838.00	11,389.43
Loan accounts	(9)	802,598.31	904,688.89
Lots in advance		5,326.23	2,031.74
Sundry creditors	(10)	17,671.59	75,932.02
		<u>831,434.13</u>	<u>994,042.08</u>
<u>NET ASSETS</u>		<u>(695,133.17)</u>	<u>(719,566.85)</u>

STRATA PLAN NO 71623
 'WALDORF BY THE SEA' 1 DUFFYS LANE THE ENTRANCE NSW 2261
 NOTES TO AND FORMING PART OF THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED 31 DECEMBER 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Strata Plan is not a reporting entity and these financial statements are therefore "Special Purpose Financial Reports" that have been prepared solely to meet the requirement of Section 92 of the Strata Schemes Management Act 2015 to prepare financial statements.

These financial statements have been prepared on an historical cost basis. The accounts have not been adjusted for changes in the general purchasing power of the dollar or for changes in the price of specific assets.

2. ACCOUNTING FOR INCOME AND EXPENSES

The accrual basis of accounting is applied to all levies due and payable. Any other income and all expenditure is accounted for on a cash basis and is brought to account when the income is received or the expenses paid, except where otherwise stated.

3. CASH AT BANK

The account is held at the Macquarie Bank, Sydney by Result Property Group Pty Ltd in trust for Strata Plan 71623.

	2023	2022
	\$	\$
4. INSURANCE		
Premium	66,496.82	78,046.81
	<u>66,496.82</u>	<u>78,046.81</u>
5. REPAIRS & MAINTENANCE		
Electrical	8,397.20	6,948.00
General	17,905.39	11,103.58
Insurance	17,236.62	-
Pest control	1,950.00	2,550.00
Plumbing	11,841.70	11,805.40
Rubbish removal	5,078.18	4,983.49
TV antenna / MATV	1,350.00	-
	<u>63,759.09</u>	<u>37,390.47</u>
6. WRITE OFF SUNDRY DEBTORS		
Building & Construction reports - credit note	-	20,493.00
Payments made on behalf of Council - already recovered	-	57,494.26
Payments made on behalf of Council - shared facilities	-	33,622.18
	<u>-</u>	<u>111,609.44</u>

STRATA PLAN NO 71623
 'WALDORF BY THE SEA' 1 DUFFYS LANE THE ENTRANCE NSW 2261
 NOTES TO AND FORMING PART OF THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED 31 DECEMBER 2023

	2023	2022
	\$	\$
7. SUNDRY DEBTORS		
Payments made on behalf of Strata Plan 69927	12,664.47	12,664.47
SP71770 - Nesuto Cleaning Invoice	530.00	530.00
	<u>13,194.47</u>	<u>13,194.47</u>
8. SHARED FACILITIES		
Year Ending 31 December 2005		
Strata Plan 69927	1,915.20	1,915.20
TOTAL	<u>1,915.20</u>	<u>1,915.20</u>
Year Ending 31 December 2006		
Strata Plan 69927	2,566.17	2,566.17
TOTAL	<u>2,566.17</u>	<u>2,566.17</u>
Year Ending 31 December 2007		
Strata Plan 69927	2,652.55	2,652.55
TOTAL	<u>2,652.55</u>	<u>2,652.55</u>
Year Ending 31 December 2008		
Strata Plan 69927	2,640.54	2,640.54
TOTAL	<u>2,640.54</u>	<u>2,640.54</u>
Year Ending 31 December 2009		
Strata Plan 69927	3,518.07	3,518.07
TOTAL	<u>3,518.07</u>	<u>3,518.07</u>
Year Ending 31 December 2010		
Strata Plan 69927	3,106.38	3,106.38
TOTAL	<u>3,106.38</u>	<u>3,106.38</u>
Total	<u>16,398.91</u>	<u>16,398.91</u>
9. MACQUAIRE BANK LOAN ACCOUNT		
Account no: 85672	802,598.31	904,688.89
	<u>802,598.31</u>	<u>904,688.89</u>
10. SUNDRY CREDITORS		
Central Coast Council	9,911.71	-
CleanIQ	-	48.30
Form 1 Fire Protection	-	47,127.34
Kone	7,759.88	6,410.28
Nesuto The Entrance Apartments	-	21,480.06
Perkins Security Solutions	-	326.04
Williamson Consulting Pty Ltd	-	490.00
Winnie Mason	-	50.00
	<u>17,671.59</u>	<u>75,932.02</u>

Proposed Budget to apply from 01-01-2024

The Owners - Strata Plan No 71623

Nesuto, 1 Duffys Lane, THE ENTRANCE NSW 2261

Administrative Fund

		Proposed budget	Actual 01-01-2023-31-12-202	Previous budget
Revenue				
148001	BMC Recovery	0.00	54,474.47	0.00
142000	Insurance Claims	0.00	61,884.29	0.00
142500	Interest on Arrears--Admin	4,000.00	3,490.24	0.00
143000	Levies Due--Admin	468,120.00	427,953.42	437,500.00
148000	Shared Facility Recovery	80,000.00	0.00	80,000.00
	<i>Total revenue</i>	552,120.00	547,802.42	517,500.00
Less expenses				
150250	Accounting--BAS preparation	1,100.00	840.00	1,260.00
150800	Auditors--Audit Services	3,500.00	3,000.00	4,000.00
184001	Building Manager -- Contract	126,216.00	121,205.91	120,084.00
163000	Cleaning	0.00	5,015.77	0.00
176200	Consultant	1,500.00	1,070.00	8,500.00
190000	Council Rates	46,000.00	39,551.71	46,000.00
164800	Electrical	3,000.00	21,122.20	3,600.00
165000	Electrical Lamps & Tubes	600.00	0.00	1,200.00
190200	Electricity Rates	42,000.00	39,758.85	36,000.00
165800	Fire Protection	12,000.00	9,768.62	12,000.00
119	Fire Protection - Contract Fee	8,000.00	2,638.62	12,000.00
165807	Fire Protection--Call Outs	3,200.00	0.00	3,200.00
165801	Fire Protection--Contract	0.00	349.00	0.00
165809	Fire Protection--Monitoring	2,040.00	1,950.52	2,040.00
165810	Fire Protection--Repairs	15,000.00	23,691.25	12,000.00
167200	General Repairs	12,000.00	15,915.39	12,000.00
159001	Insurance--Claim Item	0.00	17,236.62	0.00
159100	Insurance--Premiums	75,000.00	66,496.82	85,000.00
178400	Lawns & Gardening	1,500.00	846.36	3,000.00
153201	Legal Fees	1,000.00	700.00	1,200.00
170200	Lift	9,500.00	12,636.96	9,500.00
170201	Lift--Maintenance Contract	20,000.00	19,110.00	21,460.00
154000	Management Fees--Contract Fee	50,496.00	50,180.43	50,490.00
154200	Meeting Room Expenses	0.00	0.00	600.00
172000	Pest/Vermin Control	2,400.00	1,950.00	2,400.00
172200	Plumbing & Drainage	6,000.00	11,841.70	7,200.00
179200	Pool	5,000.00	7,832.26	5,000.00
155400	Registration/License/Permit Fees	200.00	0.00	200.00
190800	Rubbish Removal	6,000.00	5,078.18	6,000.00
182000	Security--Contractor	40,000.00	53,114.68	35,500.00
150211	Strata Hub	0.00	1,404.00	0.00

Administrative Fund

	Proposed budget	01-01-2023-31-12-202	Actual	Previous budget
174600 Telephone Charges	1,000.00		660.00	1,800.00
175200 TV Satellite Dish	0.00		9,587.24	9,600.00
<i>Total expenses</i>	494,252.00		544,553.09	512,834.00
Surplus/Deficit	57,868.00		3,249.33	4,666.00
Opening balance	(400,865.75)		(404,115.08)	(404,115.08)
Closing balance	(\$342,997.75)		(\$400,865.75)	(\$399,449.08)
Total units of entitlement	10000			10000
Levy contribution per unit entitlement	\$51.49			\$48.13
Budgeted standard levy revenue	468,120.00			437,500.00
Add GST	46,812.00			43,750.00
Amount to raise in levies including GST	\$514,932.00			\$481,250.00

Capital Works Fund

	Proposed budget	Actual 01-01-2023-31-12-202	Previous budget
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Revenue

242500	Interest on Arrears--Capital Works	2,000.00	2,094.20	0.00
243000	Levies Due--Capital Works	280,880.00	256,772.58	262,500.00
	<i>Total revenue</i>	282,880.00	258,866.78	262,500.00

Less expenses

255700	Admin--Capital Works Fund Assessment	0.00	2,300.00	0.00
291004	Loan Repayments Including Interest--Capital Works	66,000.00	85,237.61	66,000.00
264800	Maint Bldg--Electrical	0.00	0.00	13,250.00
267400	Maint Bldg--General Replacement	30,000.00	150,368.82	42,000.00
272700	Maint Bldg--Pumps and Boilers	20,000.00	0.00	35,000.00
291002	Tax Agents Fee--Capital Works	0.00	50.00	0.00
	<i>Total expenses</i>	116,000.00	237,956.43	156,250.00

Surplus/Deficit

		166,880.00	20,910.35	106,250.00
	Opening balance	(298,605.95)	(319,516.30)	(319,516.30)
	Closing balance	(\$131,725.95)	(\$298,605.95)	(\$213,266.30)

Total units of entitlement	10000	10000
Levy contribution per unit entitlement	\$30.90	\$28.88
Budgeted standard levy revenue	280,880.00	262,500.00
Add GST	28,088.00	26,250.00
Amount to raise in levies including GST	\$308,968.00	\$288,750.00

MINUTES OF THE GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 71623, "NESUTO", 1 DUFFYS LANE, THE ENTRANCE, HELD ON WEDNESDAY 1 NOVEMBER 2023 IN THE OFFICES OF RESULT PROPERTY GROUP, 281 KINGSGROVE ROAD, KINGSGROVE & BY ZOOM AUDIO/VIDEO CONFERENCE. THE MEETING COMMENCED AT 6.30PM.

PRESENT: Lots 48, 52, 55, 62, 76, 82, 98 & 104.

PRESENT BY PROXY: Lots 3, 21, 36, 39, 42, 53, 54, 77, 78, 83, 88, 90 & 109.

IN ATTENDANCE: Anthony Kioussis of Result Property Group

CHAIRMAN: Anthony Kioussis was requested to chair the meeting.

MINUTES

1. Minutes

RESOLVED that the minutes of the last general meeting be adopted as a true and accurate account of the proceedings of that meeting.

2. Levy Contributions - 2024

RESOLVED THAT

- (a) in accordance with Section 79(2) and 81 of the *Strata Schemes Management Act 2015* the owners corporation estimates that in respect of the period from 01/01/2024 to 31/12/2024 it will need to credit to its administrative and capital works funds for actual and expected expenditure referred to in those subsections the amounts set out in the budget that was attached to the notice of the meeting at which this resolution was passed; and
- (b) in accordance with Section 81 of the Act, the owners corporation determines that the following amounts are to be levied to raise the estimated contributions:
- administrative fund, the sum of \$468,125.00 Plus GST
- capital works fund, the sum of \$280,875.00 Plus GST
- (c) those amounts are to be paid by regular equal periodic instalments on the first day of March 2024; and the subsequent instalments being due and payable on the first days of June, September and December 2024.
Until amended by resolution at a subsequent general meeting.
- (d) the Treasurer is authorised to levy those contributions by written notice on each person liable to pay them.

3. Community Notice.

RESOLVED that the attached "noise and no smoking community notice" be adopted and all owners be require to have tenants, rental agents or short-term guests acknowledge the requirements for each stay.

4. Hot Water Service

RESOLVED that the Owners Strata Plan 71623 replace the hot water tanks as recommended by the strata committee for a cost of \$78,700.00.

CLOSURE: There being no further business, the Chairperson declared the meeting closed at 6.25pm.

(Chairperson)

(Date)

Nesuto The Entrance – Community Notice

Result Property Group Pty Limited
Strata Management Specialists
PO BOX 1 Kingsgrove NSW 1480

Ph: 02 8669 8800
Fax: 02 8669 8803
admin@resultpg.com

Nesuto The Entrance is a mixed-use building, accommodating short- and long-term tenants, **and permanent owner residents** therefore we ask that you please be mindful of your neighbours for everyone's peaceful enjoyment.

The building has a strict **NO PARTY POLICY**, any excessive noise or disturbance will not be tolerated at any time of the day, this is strictly enforced, and will be reported to the police. Should the number of guests exceed the registered guests for short term accommodation, Nesuto or owner of the apartment reserves the right to terminate the reservation immediately without any refund.

The entire building including the rooms, courtyard, balconies and public areas are strictly **NON SMOKING** (including vapes and Hookah pipes). Failure to comply will result in in short term bookings terminated without any refund and any cleaning costs associated. Long-term tenants/owners will receive a breach from strata and any fees associated.

We look forward to working with you to create a harmonious environment with you for everyone to enjoy.

Number of registered guests _____

I _____ have read and understood the above and agree to the terms

Signed

Date

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 71623, "NESUTO", 1 DUFFYS LANE, THE ENTRANCE, HELD ON THURSDAY 30 MARCH 2023 IN THE OFFICES OF RESULT PROPERTY GROUP, 281 KINGSGROVE ROAD, KINGSGROVE & BY ZOOM AUDIO/VIDEO CONFERENCE. THE MEETING COMMENCED AT 6.30PM.

PRESENT: Lots 1, 5, 11, 22, 26, 42, 48, 49, 52, 55, 61, 62, 66, 67, 68, 70, 82, 85, 86, 92, 100, 101, 104, 114 & 115.

PRESENT BY PROXY: Lots 3, 13, 27, 36, 38, 39, 40, 53, 54, 77, 78, 83, 88 & 109.

IN ATTENDANCE: Anthony Kioussis of Result Property Group

CHAIRMAN: Andrew Symons

MINUTES

1. Minutes

RESOLVED that the minutes of the last general meeting be adopted as a true and accurate account of the proceedings of that meeting.

2. Key financial Information - 2022

RESOLVED that the attached audited statements of key financial information for the administrative fund, the capital works fund and any other fund prepared by the owners corporation together with the relevant auditor's report if required be adopted.

3. Auditor

RESOLVED that the Owners Corporation meets its obligation in accordance with the Act to appoint and Auditor to Audit the accounts for the financial year ending 31 December 2023.

4. Commissions and training services

RESOLVED that the report from the Strata Managing Agent on commissions and training services in the past 12 months and estimate of commissions and training services in the next 12 months be accepted.

5. Consideration and Acceptance of Budget - 2023

RESOLVED that the Owners Corporation accept the estimate of how much money it will need to credit to its administrative fund and capital works fund for actual and expected expenditure.

6. Levy Contributions - 2023

RESOLVED THAT

- (a) in accordance with Section 79(2) and 81 of the *Strata Schemes Management Act 2015* the owners corporation estimates that in respect of the period from 01/01/2023 to 31/12/2023 it will need to credit to its administrative and capital works funds for actual and expected expenditure referred to in those subsections the amounts set out in the budget that was attached to the notice of the meeting at which this resolution was passed; and
- (b) in accordance with Section 81 of the Act, the owners corporation determines that the following amounts are to be levied to raise the estimated contributions:

administrative fund, the sum of \$437,500.00 Plus GST

capital works fund, the sum of \$262,500.00 Plus GST

- (c) those amounts are to be paid by regular equal periodic instalments on the first day of June 2023; and the subsequent instalments being due and payable on the first days of September, December 2023 and March

2024. ***Until amended by resolution at a subsequent general meeting.***

(d) the Treasurer is authorised to levy those contributions by written notice on each person liable to pay them.

7. Limitations on Expenditure

RESOLVED that the Owners Corporation pursuant to Section 102 (3) of the Strata Schemes Management Act 2015, that the Strata Committee not be subject to the limitation otherwise imposed by Section 102 (2) of the Act in relation to any matter.

8. Payment Plans

RESOLVED that the Owners – Strata Plan 71623 RESOLVE NOT to agree to enter into payment plans generally for matters involving arrears of unpaid contributions/levies or other amounts including interest, legal and other costs/expenses thereon, but instead to delegate to the Strata Committee an absolute discretion as to whether or not to enter into, arrange and monitor any such payment plan provided that it be limited to a period of 12 months per payment plan but not precluding any further or subsequent payment plan agreed by the Strata committee in its absolute discretion.

9. Levy Collection

RESOLVED that the Owners – Strata Plan No 71623 pursuant to the Strata Schemes Management Act 2015 (including section 103) for the purpose of collecting levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do any one or more of the following:

- (a) To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses;
- (b) To engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of The Owners – Strata Plan No 71623;
- (c) To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- (d) Enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
- (e) File an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- (f) Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

10. Annual Fire Safety Statement

RESOLVED that the Owners Corporation resolves to do the following:

- (a) Engage a suitably qualified consultant to carry out an annual Fire Safety Statement (and report) in accordance with Part 9, Division 5 of the NSW Environmental Planning and Assessment Regulations 2000 as amended; and
- (b) To submit any corrective actions report to the Strata Committee to determine what action is required, if any; and
- (c) To delegate to the strata manager the following functions pursuant to the Agency Agreement additional duties schedule:
 - i. undertake the seeking of quotations and engaging the contractor to prepare the statement; and
 - ii. sign the statement on behalf of the scheme and lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner

11. Lift Registration

RESOLVED that the owners corporation resolves that whilst Result Property Group Pty Ltd is appointed as the managing agent for the scheme:

- (a) it is required on an annual basis to engage a competent person to provide a statement as to whether the lift equipment is safe to operate; and
- (b) subject to receipt of the statement from the competent person that the equipment is safe to operate, it is instructed to sign on behalf of the scheme and lodge with WorkCover any item registration renewal or application form.

12. Insurance

RESOLVED that the owners corporation insurances as listed in the Annexures to the Agenda of the meeting be confirmed and further **THAT** the Strata Committee be delegated the function of increasing, altering or adding insurances should it be resolved to include further insurances.

13. Renewal of Building Manager Agreement

RESOLVED that the Owners Corporation pursuant to Section 67 of the Strata Schemes Management Act 2015 to appoint Daiwa Living Nesuto Australia Pty Limited (ACN 616 382 542) Or (Daiwa Living Waldorf Holdings Pty Limited Trading as Nesuto) in accordance with the management agreement tabled at this meeting including the delegation to the Building Manager all of the functions of the Owners Corporation (in accordance with section 70 of the Act) necessary to enable the Manager to carry out the 'duties' as defined in the written Agreement and that the Owners Corporation authorises two members of the strata committee or the Strata Manager to execute the management agreement and affix seal of the Owners Corporation on the management agreement.

It was noted that Mark Ronfeldt abstained from this vote.

14. Renewal of Strata Management Agreement

RESOLVED that the Owners Corporation pursuant to Section 49 of the Strata Schemes Management Act 2015 to appoint Result Property Group Pty Ltd (ABN 23 141 658 344) in accordance with the management agreement tabled at this meeting including the delegation of all the powers, duties, authorities and functions of the Owners Corporation (other than those listed in section 52(2) of the Act); and its chairperson, treasurer, secretary and strata committee (except those functions retained by the strata committee), necessary to enable Result Property Group to carry out the "agreed services" and the "additional services" as defined in the management agreement, and that the Owners Corporation authorises two members of the strata committee to execute the management agreement and affix seal of the Owners Corporation on the management agreement.

15. Special By-Law – General – Pets

SPECIALLY RESOLVED that the Owners Corporation pursuant to section 141 of the Act to repeal existing By-law 5 "Animals".

SPECIALLY RESOLVED that the Owners Corporation pursuant to section 141 of the Act make a by-law adding to the by-laws applicable to the strata scheme on the terms as set out in the agenda marked **Annexure A** and have it registered:

Votes in favour = 2,412 Units of entitlement

Votes against = 0 units of entitlement

MOTION CARRIED

16. Residents & Guests Behaviour Protocol

Amended & RESOLVED that the Owners Corporation adopt the Residents & Guests Behaviour Protocol as set out in the agenda marked **Annexure B** and that the Strata Committee be authorised to amend this guideline as it sees fit.

THE MINUTES OF THE STRATA COMMITTEE MEETING OF STRATA PLAN 71623, 1 DUFFYS LANE, THE ENTRANCE NSW 2261, HELD IN THE OFFICES OF RESULT PTOPEY GROUP PTY LTD AND VIA ZOOM TELECONFERENCING AT THE CONCLUSION OF THE AGM THE MEETING COMMENCED FRIDAY 31 MARCH 2023 AT 6.05 PM.

PRESENT: James McLaren, Mark Ronfeldt, Lesley McLaren, Mary George, Phillip Prassinas, Andrew Symons & Jo Treacy.

APOLOGISE: NIL

IN ATTENDANCE: Anthony Kioussis of Result Property Group Pty Limited.

CHAIRMAN: Anthony Kioussis

Disclosure of pecuniary interests;

1. **RESOLVED** that there were no declarations made or required by any member of the Strata Committee of any direct or indirect pecuniary interest in relation to a matter being considered at this meeting.

Minutes

2. **RESOLVED** that the minutes of the last strata committee meeting be adopted as a true and accurate account of the proceedings of that meeting.

Election of Office Bearers

3. **RESOLVED** that the following office bearers be elected:

Chairman - Andrew Symons
Treasurer - Mary George
Secretary - James McLaren

Appointment of Representative to the Building Management Committee

- a) Mark Ronfeldt and James McLaren be appointed as the Representatives of the Building Management Committee and;
- b) Lesley McLaren, Mary George, Phillip Prassinas, Andrew Symons & Jo Treacy be appointed as Substitute Representatives to the Building Management.

Appointing contact point and substitute contact point

4. **RESOLVED** that the Strata Committee resolved to appoint James McLaren and Andrew Symons as the Strata Scheme's main contact points.

CLOSURE: There being no further business, the Chairperson declared the meeting closed at 6.25pm.

(Chairperson)

(Date)

STRATA PLAN NO 71623
 'WALDORF BY THE SEA' 1 DUFFYS LANE THE ENTRANCE NSW 2261
 STATEMENT OF INCOME AND EXPENDITURE
 FOR THE YEAR ENDED 31 DECEMBER 2022

ADMINISTRATIVE FUND

	Notes	2022 \$	2021 \$
<u>INCOME</u>			
Levies receivable		400,000.00	400,000.00
Interest receivable on arrears		4,384.63	8,180.26
Insurance claims received		-	2,106.45
Legal costs		-	1,595.91
Shared facilities recovery		94,190.39	31,700.12
Write off damage bond from 2018		500.00	
		<u>499,075.02</u>	<u>443,582.74</u>
<u>LESS: EXPENDITURE</u>			
Accounting / tax fees		1,260.00	1,680.00
Audit fees		3,000.00	3,000.00
Bank charges		-	7.50
Building management		116,457.87	116,139.23
Cleaning		2,208.82	1,540.08
Consulting fees		1,403.91	22,452.50
Council rates		39,520.00	39,216.00
Defects		-	-
Electricity		52,778.42	29,430.48
Fire control		99,663.56	42,917.06
Foxtel		50,753.39	53,091.62
Gardening		1,590.91	-
Honarariums		14,280.00	-
Insurance	(5)	78,046.81	47,314.87
Legal costs		-	1,595.91
Lift		36,078.99	23,115.13
Management fees		47,883.57	46,906.32
Pool & spa		8,481.51	9,219.60
Printing, postage & stationery		-	355.23
Registration / licence fees		79.00	76.00
Repairs & maintenance	(6)	37,390.47	38,720.33
Security		50,343.01	45,309.78
Telephone		645.00	600.00
Vacuum cleaner		-	-
Water rates		-	-
Write off Sundry debtors	(7)	111,609.44	
		<u>753,474.68</u>	<u>522,687.64</u>
Surplus/(deficit) for the year		(254,399.66)	(79,104.90)
Owner's funds at beginning of year		(146,562.89)	(67,457.99)
Owner's funds at end of year transferred to balance sheet		<u>(400,962.55)</u>	<u>(146,562.89)</u>

STRATA PLAN NO 71623
 'WALDORF BY THE SEA' 1 DUFFYS LANE THE ENTRANCE NSW 2261
 STATEMENT OF INCOME AND EXPENDITURE
 FOR THE YEAR ENDED 31 DECEMBER 2022

CAPITAL WORKS FUND

	Notes	2022 \$	2021 \$
<u>INCOME</u>			
Levies receivable		240,000.00	240,000.00
Interest receivable on arrears		2,630.79	4,908.09
Taxation refund received		-	897.00
		<u>242,630.79</u>	<u>245,805.09</u>
 <u>LESS: EXPENDITURE</u>			
Defects		-	4,200.00
Fire protection		-	5,188.83
General replacement		29,137.00	24,256.22
Honarariums		8,568.00	-
Interest on loans		67,848.31	64,128.28
Painting		-	15,466.50
PAYG instalment		-	428.00
Plumbing		-	8,967.00
Security		1,740.00	-
Tax agents fee		-	200.00
		<u>107,293.31</u>	<u>122,834.83</u>
Surplus/(deficit) for the year		135,337.48	122,970.26
Owner's funds at beginning of year		(453,941.78)	(576,912.04)
Owner's funds at end of year transferred to balance sheet		<u>(318,604.30)</u>	<u>(453,941.78)</u>

STRATA PLAN NO 71623
 'WALDORF BY THE SEA' 1 DUFFYS LANE THE ENTRANCE NSW 2261
 BALANCE SHEET
 AS AT 31 DECEMBER 2022

	Notes	2022 \$	2021 \$
<u>OWNER'S FUNDS</u>			
Administrative fund		(400,962.55)	(146,562.89)
Capital Works fund		(318,604.30)	(453,941.78)
		<u>(719,566.85)</u>	<u>(600,504.67)</u>
 <u>REPRESENTED BY:</u>			
<u>CURRENT ASSETS</u>			
Cash at bank	(3)	147,216.05	118,434.57
Bathroom & Airconditioning funds held	(4)	-	15,131.72
Lots in arrears		97,039.58	109,833.60
Receivables - owners - admin		626.22	626.22
Sundry debtors	(8)	13,194.47	89,450.33
Sundry debtors shared facilities 31/12/05	(9)	1,915.20	1,915.20
Sundry debtors shared facilities 31/12/06	(9)	2,566.17	2,566.17
Sundry debtors shared facilities 31/12/07	(9)	2,652.55	2,652.55
Sundry debtors shared facilities 31/12/08	(9)	2,640.54	2,640.54
Sundry debtors shared facilities 31/12/09	(9)	3,518.07	17,719.72
Sundry debtors shared facilities 31/12/10	(9)	3,106.38	22,526.91
		<u>274,475.23</u>	<u>383,497.53</u>
 <u>LESS: LIABILITIES</u>			
<u>CURRENT LIABILITIES</u>			
Damage bond held		-	500.00
GST payable		11,389.43	10,780.97
Loan accounts	(10)	904,688.89	969,501.69
Lots in advance		2,031.74	2,028.26
Sundry creditors	(11)	75,932.02	1,191.28
		<u>994,042.08</u>	<u>984,002.20</u>
<u>NET ASSETS</u>		<u>(719,566.85)</u>	<u>(600,504.67)</u>

STRATA PLAN NO 71623
 'WALDORF BY THE SEA' 1 DUFFYS LANE THE ENTRANCE NSW 2261
 NOTES TO AND FORMING PART OF THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED 31 DECEMBER 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Strata Plan is not a reporting entity and these financial statements are therefore "Special Purpose Financial Reports" that have been prepared solely to meet the requirement of Section 92 of the Strata Schemes Management Act 2015 to prepare financial statements.

These financial statements have been prepared on an historical cost basis. The accounts have not been adjusted for changes in the general purchasing power of the dollar or for changes in the price of specific assets.

2. ACCOUNTING FOR INCOME AND EXPENSES

The accrual basis of accounting is applied to all levies due and payable. Any other income and all expenditure is accounted for on a cash basis and is brought to account when the income is received or the expenses paid, except where otherwise stated.

3. CASH AT BANK

The account is held at the Macquarie Bank, Sydney by Result Property Group Pty Ltd in trust for Strata Plan 71623.

4. BATHROOM & AIRCONDITIONING ACCOUNT

The account is held at the Macquarie Bank, Sydney by Result Property Group Pty Ltd in trust for Strata Plan 71623. The account balance is transferred to the main account.

	2022	2021
	\$	\$
5. INSURANCE		
Premium	78,046.81	46,714.87
Valuation	-	600.00
	78,046.81	47,314.87

STRATA PLAN NO 71623
 'WALDORF BY THE SEA' 1 DUFFYS LANE THE ENTRANCE NSW 2261
 NOTES TO AND FORMING PART OF THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED 31 DECEMBER 2022

	2022	2021
	\$	\$
6. REPAIRS & MAINTENANCE		
Electrical	6,948.00	990.00
General	11,103.58	20,636.43
Globes & fixtures	-	371.58
Insurance	-	8,461.82
Pest control	2,550.00	1,550.00
Plumbing	11,805.40	4,138.50
Rubbish removal	4,983.49	2,572.00
	<u>37,390.47</u>	<u>38,720.33</u>
7. WRITE OFF SUNDRY DEBTORS		
Building & Construction reports - credit note	20,493.00	-
Payments made on behalf of Council - already recovered	57,494.26	-
Payments made on behalf of Council - shared facilities	33,622.18	-
	<u>111,609.44</u>	<u>-</u>
8. SUNDRY DEBTORS		
Building & Construction reports - credit note	-	20,493.00
Payments made on behalf of Council	-	57,494.26
Payments made on behalf of Strata Plan 69927	12,664.47	11,463.07
SP71770 - Nesuto Cleaning Invoice	530.00	-
	<u>13,194.47</u>	<u>89,450.33</u>
9. SHARED FACILITIES		
Year Ending 31 December 2005		
Strata Plan 69927	1,915.20	1,915.20
TOTAL	<u>1,915.20</u>	<u>1,915.20</u>
Year Ending 31 December 2006		
Strata Plan 69927	2,566.17	2,566.17
TOTAL	<u>2,566.17</u>	<u>2,566.17</u>
Year Ending 31 December 2007		
Strata Plan 69927	2,652.55	2,652.55
TOTAL	<u>2,652.55</u>	<u>2,652.55</u>
Year Ending 31 December 2008		
Strata Plan 69927	2,640.54	2,640.54
TOTAL	<u>2,640.54</u>	<u>2,640.54</u>
Year Ending 31 December 2009		
Strata Plan 69927	3,518.07	3,518.07
Wyong Shire Council	-	14,201.65
TOTAL	<u>3,518.07</u>	<u>17,719.72</u>
Year Ending 31 December 2010		
Strata Plan 69927	3,106.38	3,106.38
Wyong Shire Council	-	19,420.53
TOTAL	<u>3,106.38</u>	<u>22,526.91</u>
Total	<u>16,398.91</u>	<u>50,021.09</u>

STRATA PLAN NO 71623
 'WALDORF BY THE SEA' 1 DUFFYS LANE THE ENTRANCE NSW 2261
 NOTES TO AND FORMING PART OF THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED 31 DECEMBER 2022

	2022	2021
	\$	\$
10. MACQUAIRE BANK LOAN ACCOUNT		
Account no: 85672	904,688.89	969,501.69
	<u>904,688.89</u>	<u>969,501.69</u>
 11. SUNDRY CREDITORS		
CleaniQ	48.30	-
Form 1 Fire Protection	47,127.34	440.00
Kone	6,410.28	751.28
Nesuto The Entrance Apartments	21,480.06	-
Perkins Security Solutions	326.04	-
Williamson Consulting Pty Ltd	490.00	-
Winnie Mason	50.00	-
	<u>75,932.02</u>	<u>1,191.28</u>

Proposed Budget to apply from 01/01/2023

The Owners - Strata Plan No 71623

Nesuto, 1 Duffys Lane, THE ENTRANCE NSW 2261

Administrative Fund

	Proposed budget	Actual 01/01/2022-31/12/2022	Previous budget
Revenue			
148001 BMC Recovery	0.00	94,190.39	0.00
142500 Interest on Arrears--Admin	0.00	4,384.63	0.00
143000 Levies Due--Admin	437,500.00	400,000.00	400,000.00
144000 Miscellaneous Income--Admin	0.00	500.00	0.00
148000 Shared Facility Recovery	80,000.00	0.00	60,000.00
Total revenue	517,500.00	499,075.02	460,000.00
Less expenses			
150250 Accounting--BAS preparation	1,260.00	1,260.00	840.00
150800 Auditors--Audit Services	4,000.00	3,000.00	4,000.00
184001 Building Manager -- Contract	120,084.00	116,457.87	117,600.00
163000 Cleaning	0.00	2,208.82	0.00
176200 Consultant	8,500.00	1,403.91	2,400.00
190000 Council Rates	46,000.00	39,520.00	46,000.00
164800 Electrical	3,600.00	6,738.00	6,000.00
165000 Electrical Lamps & Tubes	1,200.00	0.00	1,200.00
190200 Electricity Rates	36,000.00	52,778.42	36,000.00
165800 Fire Protection	12,000.00	16,145.36	19,100.00
119 Fire Protection - Contract Fee	12,000.00	0.00	0.00
165807 Fire Protection--Call Outs	3,200.00	3,360.00	7,200.00
165801 Fire Protection--Contract	0.00	6,494.00	0.00
165809 Fire Protection--Monitoring	2,040.00	1,950.52	2,040.00
165810 Fire Protection--Repairs	12,000.00	72,113.68	12,000.00
177401 Gardening--Maintenance	0.00	1,590.91	0.00
167200 General Repairs	12,000.00	10,823.58	18,000.00
159100 Insurance--Premiums	85,000.00	79,248.21	80,000.00
178400 Lawns & Gardening	3,000.00	0.00	0.00
153201 Legal Fees	1,200.00	0.00	1,200.00
159500 Levy Discount Allowed	0.00	14,280.00	0.00
170200 Lift	9,500.00	17,242.92	9,600.00
170201 Lift--Maintenance Contract	21,460.00	24,012.90	18,000.00
154000 Management Fees--Contract Fee	50,490.00	47,883.57	48,000.00
154200 Meeting Room Expenses	600.00	0.00	600.00
171400 Miscellaneous	0.00	91,116.44	0.00
172000 Pest/Vermin Control	2,400.00	2,550.00	2,050.00
172200 Plumbing & Drainage	7,200.00	11,805.40	12,000.00
179200 Pool	5,000.00	8,481.51	6,000.00
155400 Registration/License/Permit Fees	200.00	79.00	200.00
190800 Rubbish Removal	6,000.00	4,983.49	2,000.00
182000 Security--Contractor	35,500.00	50,343.01	34,500.00

Administrative Fund

	Proposed budget	Actual 01/01/2022-31/12/2022	Previous budget
174600 Telephone Charges	1,800.00	645.00	1,800.00
175200 TV Satellite Dish	9,600.00	50,753.39	48,000.00
Total expenses	512,834.00	739,269.91	536,330.00
Surplus/Deficit	4,666.00	(240,194.89)	(76,330.00)
Opening balance	(386,757.78)	(146,562.89)	(146,562.89)
Closing balance	-\$382,091.78	-\$386,757.78	-\$222,892.89
Total units of entitlement	10000		10000
Levy contribution per unit entitlement	\$48.13		\$44.00
Budgeted standard levy revenue	437,500.00		400,000.00
Add GST	43,750.00		40,000.00
Amount to raise in levies including GST	\$481,250.00		\$440,000.00

Capital Works Fund

	Proposed budget	Actual 01/01/2022-31/12/2022	Previous budget
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Revenue

242500	Interest on Arrears--Capital Works	0.00	2,630.79	0.00
243000	Levies Due--Capital Works	262,500.00	240,000.00	240,000.00
	Total revenue	262,500.00	242,630.79	240,000.00

Less expenses

259500	Levy Discount Allowed	0.00	8,568.00	0.00
291004	Loan Repayments Including Interest--Capital Works	66,000.00	67,848.31	63,600.00
264800	Maint Bldg--Electrical	13,250.00	0.00	0.00
267400	Maint Bldg--General Replacement	42,000.00	29,137.00	20,000.00
272700	Maint Bldg--Pumps and Boilers	35,000.00	0.00	6,000.00
292001	Maint Bldg--Security	0.00	1,740.00	20,000.00
	Total expenses	156,250.00	107,293.31	109,600.00

Surplus/Deficit	106,250.00	135,337.48	130,400.00
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Opening balance	(318,604.30)	(453,941.78)	(453,941.78)
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Closing balance	-\$212,354.30	-\$318,604.30	-\$323,541.78
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Total units of entitlement	10000		10000
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Levy contribution per unit entitlement	\$28.88		\$26.40
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Budgeted standard levy revenue	262,500.00		240,000.00
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Add GST	26,250.00		24,000.00
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Amount to raise in levies including GST	\$288,750.00		\$264,000.00
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Annexure A

BY-LAW 5 - KEEPING OF ANIMALS.

Definitions and Interpretation

1. In this by-law:
 - (a) "**Assistance Animal**" has the meaning attributed to that expression in the *Disability Discrimination Management Act 1992 (Cth)*;
 - (b) "**Breach Notice**" means a written notice from the Committee to an Owner or Occupier providing details of a breach of this by-law, and includes a notice under Section 146 of the Strata Schemes Management Act 2015;
 - (c) "**Committee**" means the strata committee of the owners corporation at any time;
 - (d) "**Guest**" means a person not holding a long term lease to occupy a lot at any time;
 - (e) "**Lot**" means part of the parcel, not comprised in the common property, of the strata scheme;
 - (f) "**Owner**" means the owner at any time of a lot in the strata scheme;
 - (g) "**Occupier**" means a lawful occupant of a lot at any time;
 - (h) "**Permitted Animal**" means a cat or dog approved by the Committee under this by-law and referred to in a signed Pet Agreement, or a Small Pet;
 - (i) "**Pet Agreement**" means the document attached to this by-law and marked with the letter "B", as modified by the Committee from time to time;
 - (j) "**Pet Application**" means the document attached to this by-law and marked with the letter "A", as modified by the Committee from time to time;
 - (k) "**Pet Eviction Notice**" means a written notice from the Committee to an Owner or Occupier requiring the removal of an animal the subject of a Breach Notice within a specified time, and to keep the animal away from the strata scheme;
 - (l) "**Prohibited Animal**" means:
 - (i) a rodent;
 - (ii) a reptile;
 - (iii) a hamster;
 - (iv) a guinea pig;
 - (v) a small amphibian;
 - (vi) a dog defined in or prescribed pursuant to the Companion Animals Act 1998 as a dangerous dog, a menacing breed or kind of dog, or a restricted dog;
 - (vii) a dog of more than 12kg weight or reasonably expected to be of more than 12kg at full growth; and
 - (viii) a cat of more than 12kg weight or reasonably expected to be of more than 12kg at full growth;
 - (m) "**Small Pet**" means a budgerigar or similar sized bird, fish kept in a secure aquarium of no more than 300 litres capacity.
 - (n) The applicable definitions and interpretation of this by-law are otherwise to be in accordance with all other by-laws applicable to this strata scheme; and
 - (o) If any part of this by-law is void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law and the remainder of this by-law shall remain in full force and effect.

Pets policy

Annexure A

2. A Guest or person occupying a lot under a short-term rental accommodation arrangement as defined by or prescribed pursuant to the Fair Trading Act 1987, must not keep any animal or small pet in the strata scheme unless the animal is an Assistance Animal.
3. An Owner or Occupier must not keep any animal in the strata scheme unless the animal is an Assistance Animal or a Permitted Animal, and must not keep any Prohibited Animal in the strata scheme.
4. An Owner or Occupier may keep a Small Pet in the strata scheme without the approval of the Committee.
5. If an Owner or Occupier, except a Guest or person occupying a lot under a short-term rental accommodation arrangement as defined by or prescribed pursuant to the *Fair Trading Act 1987*, wants to keep a dog or a cat, not being a Prohibited Animal, in the strata scheme, the Owner or Occupier must make a Pet Application and, if the Pet Application is approved, sign and return to the owners corporation a Pet Agreement.
6. The Pet Application must:
 - (a) be in writing;
 - (b) include all requisite attachments; and
 - (c) be sent to the strata managing agent or the secretary of the strata scheme.
7. The Committee may request additional information to supplement the information contained in the Pet Application.
8. In relation to the Pet Application, the Committee may, acting reasonably, do any of the following:
 - (a) approve the Pet Application with or without conditions;
 - (b) withhold approval to the Pet Application, and request its re-submission duly completed and with the provision of information requested of the applicant; or
 - (c) refuse the Pet Applicationwithin 10 working days of its receipt.
9. If the Committee approves the Pet Application, the Owner or Occupier who made the Pet Application will be given a Pet Agreement to sign and return to the strata managing agent or the secretary of the strata scheme, before the animal enters the strata scheme.
10. If a Permitted Animal is declared by a relevant person to be a nuisance dog or a nuisance cat pursuant to the Companion Animals Act 1998, then the Owner or Occupant must have the animal removed from the strata scheme immediately upon receiving notice of such declaration.

Conditions for keeping Permitted Animals

11. An Owner or Occupier who keeps a Permitted Animal in the strata scheme must:
 - (a) keep the animal within their lot, but not within the garage, parking space, or storage area forming part of that lot, and must not exercise the animal on common property or take the animal onto the mezzanine level/floor of the strata scheme;
 - (b) carry or cart the animal when it is on common property;
 - (c) promptly pick up and place into a strong, tied and sealed plastic bag preventing leakage and odour any excrement of the animal, and its kitty litter or other like absorbent, and dispose of the bag in a rubbish bin and not in a toilet and not in a garbage chute;
 - (d) take all necessary steps to ensure that the animal does not soil any part of the strata scheme or any public area adjacent to the common property, and promptly take such action as may be necessary to clean and repair to the satisfaction of the Committee any part of the strata scheme or such public area that is soiled by the animal;

Annexure A

- (e) ensure the animal does not cause annoyance, nuisance or hazard, or pose a danger or engage in threatening or aggressive behaviour to any Owner or Occupier or any person lawfully on common property, or unreasonably interfere with the use and enjoyment of another lot or the common property, and, specifically, must ensure that:
 - (i) the animal is not audible to an occupant of any other lot, and specifically does not bark (in the case of a dog) or meow (in the case of a cat) continuously for a period of ten (10) minutes or more, or intermittently for a period of two hours or more at any time; and
 - (ii) the animal in the case of a cat or dog is not left unattended for a period of eight hours or more;
- (f) ensure the animal is de-sexed (in relation to a dog) or spayed and neutered (in relation to a cat);
- (g) comply with all laws applicable to the animal;
- (h) tag the dog or cat identifying the lot number and phone number of its owner; and
- (i) provide the concierge, for retention, a key or other means of access to the lot where the animal is a dog or cat.

General restrictions

12. An Owner or Occupier must:
- (a) not keep more than one cat, or one dog, or more than one bird, in a lot;
 - (b) not keep, breed or use any animal in the strata scheme for any commercial purpose;
 - (c) not feed, or allow to be fed, any animal, including a bird, on or from the windows or terraces of any lot including rear terraces, garage, parking space or storage area of any lot or the common property;
 - (d) not enter a lift with an animal if requested not to enter by a person already in the lift or waiting for the lift;
 - (e) ensure that any bird is kept in a cage in a lot; and,
 - (f) not allow a visitor or invitee to bring any animal onto the strata scheme, except an Assistance Animal.

Assistance Animals

13. Nothing in this by-law prevents an Owner or Occupier from keeping an Assistance Animal in their lot or using an Assistance Animal on their lot or the common property.
14. The Committee may require an Owner or Occupier to provide evidence to prove that an animal is an Assistance Animal.
15. If an Owner or Occupier does not provide evidence that an animal is an Assistance Animal as required by the Committee, the Committee may issue a Breach Notice and a Pet Eviction Notice.

Breach of this by-law

16. The Committee may issue an Owner or Occupier with a Breach Notice if they breach any part of this by-law.
17. The Committee may issue a Pet Eviction notice at any time after issuing the second Breach Notice.
18. An Owner or Occupier must comply with a Pet Eviction Notice and have the animal removed from the strata scheme within 7 days from receipt of that notice, and keep the animal away from the strata scheme.
19. Nothing in clauses 15, 16, and 17 limits or restricts the rights of or the remedies available to the Committee or the owners corporation if an Owner or Occupier breaches this by-law.

Indemnity

Annexure A

20. An Owner or Occupier indemnifies the owners corporation against any expense, legal liability, loss, claim or proceedings incurred by or asserted against the owners corporation in respect of any injury, loss or damage whatsoever to any lot, common property or other property, or person, in so far as such injury, loss or damage arises out of, in the course of, or by reason of any matter arising from an animal kept by an Owner or Occupier.

Costs

21. An Owner or Occupier who breaches any part of this by law must pay all costs, expenses and fees incurred by the owners corporation in enforcing the terms of this by-law or rectifying any breach. Such costs may include, but are not limited to:
- (a) cleaning fees;
 - (b) strata managing agent's fees;
 - (c) legal costs; and,
 - (d) the costs of any third party the owners corporation engages to assist it in the enforcement of this by-law.
22. For the avoidance of doubt, the Owner of a lot is responsible for all costs referred to in the previous clause in the event the Occupier of a lot is unable to be located, fails to pay upon reasonable demand, or vacates the lot.
23. Any money payable by an Owner or Occupier under this by-law may be recoverable by the owners corporation as a debt.

Annexure A

“A”

PET APPLICATION FORM

Your Name:

Owner of pet (if not you):

Your contact details:

Mobile:

Home:

Work:

Email:

Lot number where pet will be kept:

Are you an Owner or Occupier/tenant:

Is the pet a cat or dog:

Name of pet:

Breed of pet:

Colour of pet:

Age of pet:

Weight of pet at maturity:

Registration or Microchip Number:

Insurance Policy Details:

You must attach:

- 1. The consent of the Lot Owner to keep the pet if you are an Occupier/tenant.**
- 2. The consent of the Owner of the pet if you are not the Owner of the pet.**
- 3. A copy of all registration papers for the pet.**
- 4. A colour photo of the pet.**
- 5. Proof that the pet has been desexed.**

I/we confirm that the contents of this application are true and correct and acknowledge that permission to keep the pet is granted by the Owners Corporation – Strata Plan 71623 at its absolute discretion and is not given until I/we receive written confirmation from the Owners Corporation – Strata Plan 71623.

{SIGNATURE}

{SIGNATURE}

.....
Print Name:

.....
Print name:

Dated:

Dated:

Annexure A

“B”

PET AGREEMENT

I/We, _____,

the Owner/Occupier of Lot _____ in Strata Plan 71623, agree to be bound by and comply with the Keeping of Animals by-law in relation to the pet described in the Pet Application dated _____ (“Pet”)

in addition to the following conditions imposed by the owners corporation:

1.
.....
.....

I/We confirm that I/we have been provided with a copy of the Keeping of Animals by-law and have read and understood its contents and the contents of this Agreement.

I/We confirm that the owners corporation – Strata Plan 71623 has no responsibility for the care of the Pet under any circumstance.

I/We confirm that no building or facilities manager, cleaner, or concierge working at the Owners Corporation Strata Plan 71623 has any obligation to assist me/ us with complying with the Keeping of Animals by-law, and acknowledge that if the Pet is found unaccompanied on common property, any such person may pick up the Pet and put the Pet inside my/ our Lot.

{SIGNATURE}
.....

Print Name:

Dated:

{SIGNATURE}
.....

Print name:

Dated:

Annexure B

Proposed Protocol for Management of Disturbance Events

In the event of a disturbance/noise event, no resident should approach the source of that disturbance. All complaints must be addressed through the Building Management. The process for complaint handling is as follows:

Contact Building Management on 4334 8800. If daytime call will be answered by front desk. If after hours, call will be answered by Nesuto after hours staff who operate throughout the night 7 days a week

State name and apartment number and report the cause for the call

Operator will open an incident case and advise caller of what action will be taken which will depend on the type of incident

If action not apparent after 30 minutes, caller may contact Building Management for a follow up. If it is a case where police have been called, they can take a while to be able to respond.

Building Management will provide a copy of the incident report to Strata Secretary advising date/time, incident, action and outcome.

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 71623, "NESUTO", 1 DUFFYS LANE, THE ENTRANCE, HELD ON THURSDAY 6 OCTOBER 2022 IN THE OFFICES OF RESULT PROPERTY GROUP, 281 KINGSGROVE ROAD, KINGSGROVE & BY ZOOM AUDIO/VIDEO CONFERENCE. THE MEETING COMMENCED AT 6.30PM.

PRESENT:	Lots 1, 5, 11, 22, 26, 42, 48, 49, 52, 55, 61, 62, 66, 67, 68, 70, 82, 85, 86, 92, 100, 101, 104, 114 & 115.
PRESENT BY PROXY:	Lots 3, 13, 27, 36, 38, 39, 40, 53, 54, 77, 78, 83, 88 & 109.
IN ATTENDANCE:	Anthony Kioussis of Result Property Group Peter Thomas, Philip Prassinas, Mary & Bill George, Christopher Cooper, Gayle & George Falzon.
CHAIRMAN:	Anthony Kioussis

MINUTES

1. Minutes

RESOLVED that the minutes of the last general meeting be adopted as a true and accurate account of the proceedings of that meeting.

At this point the Chairman with the approval of the meeting moved to deal with motion 23.

23. Section 46 Payment

RESOLVED that pursuant to S46 of the Strata Schemes Management Act the Chairman be granted an honorarium equivalent to the levies of Lots 100 & 101 (but not including any special levies) for services performed since the last AGM and that the Chairman, Treasurer and Secretary be reimbursed for all disbursements incurred by them in respect of the owners' corporation administration and that the treasurer be authorised to make these payments.

2. Key financial Information - 2020

RESOLVED that the attached audited statements of key financial information for the administrative fund, the capital works fund and any other fund prepared by the owners corporation together with the relevant auditor's report if required be adopted.

3. Key financial Information - 2021

RESOLVED that the attached audited statements of key financial information for the administrative fund, the capital works fund and any other fund prepared by the owners corporation together with the relevant auditor's report if required be adopted.

3.1 Key financial Information

RESOLVED that the attached Balance Sheet to 31 August 2022 be noted.

4. Auditor

RESOLVED that the Owners Corporation meets its obligation in accordance with the Act to appoint and Auditor to Audit the accounts for the financial year ending 31 December 2020.

5. Auditor

RESOLVED that the Owners Corporation meets its obligation in accordance with the Act to appoint and Auditor to Audit the accounts for the financial year ending 31 December 2021.

6. Auditor

RESOLVED that the Owners Corporation meets its obligation in accordance with the Act to appoint and Auditor to Audit the accounts for the financial year ending 31 December 2022.

7. Commissions and training services

RESOLVED that the report from the Strata Managing Agent on commissions and training services in the past 12 months and estimate of commissions and training services in the next 12 months be accepted.

9. Consideration and Acceptance of Budget - 2021

RESOLVED that the Owners Corporation accept the estimate of how much money it will need to credit to its administrative fund and capital works fund for actual and expected expenditure.

9. Consideration and Acceptance of Budget - 2022

RESOLVED that the Owners Corporation accept the estimate of how much money it will need to credit to its administrative fund and capital works fund for actual and expected expenditure.

10. Levy Contributions - 2021

RESOLVED THAT

- (a) in accordance with Section 79(2) and 81 of the *Strata Schemes Management Act 2015* the owners corporation estimates that in respect of the period from 01/01/2021 to 31/12/2021 it will need to credit to its administrative and capital works funds for actual and expected expenditure referred to in those subsections the amounts set out in the budget that was attached to the notice of the meeting at which this resolution was passed; and
- (b) in accordance with Section 81 of the Act, the owners corporation determines that the following amounts are to be levied to raise the estimated contributions:
- administrative fund, the sum of \$400,000.00 Plus GST
- capital works fund, the sum of \$240,000.00 Plus GST
- (c) those amounts are to be paid by regular equal periodic instalments on the first day of March 2021; and the subsequent instalments being due and payable on the first days of June 2021, September 2021 and December 2021. ***Until amended by resolution at a subsequent general meeting.***
- (d) the Treasurer is authorised to levy those contributions by written notice on each person liable to pay them.

11. Levy Contributions - 2022

RESOLVED THAT

- (a) in accordance with Section 79(2) and 81 of the *Strata Schemes Management Act 2015* the owners corporation estimates that in respect of the period from 01/01/2022 to 31/12/2022 it will need to credit to its administrative and capital works funds for actual and expected expenditure referred to in those subsections the amounts set out in the budget that was attached to the notice of the meeting at which this resolution was passed; and
- (b) in accordance with Section 81 of the Act, the owners corporation determines that the following amounts are to be levied to raise the estimated contributions:
- administrative fund, the sum of \$400,000.00 Plus GST
- capital works fund, the sum of \$240,000.00 Plus GST
- (c) those amounts are to be paid by regular equal periodic instalments on the first day of March 2022; and the subsequent instalments being due and payable on the first days of June 2022, September 2022 and December 2022. ***Until amended by resolution at a subsequent general meeting.***
- (d) the Treasurer is authorised to levy those contributions by written notice on each person liable to pay them.

12. Limitations on Expenditure

RESOLVED that the Owners Corporation pursuant to Section 102 (3) of the Strata Schemes Management Act 2015, that the Strata Committee not be subject to the limitation otherwise imposed by Section 102 (2) of the Act in relation to any matter.

13. Payment Plans

RESOLVED that the Owners – Strata Plan 71623 RESOLVE NOT to agree to enter into payment plans generally for matters involving arrears of unpaid contributions/levies or other amounts including interest, legal and other costs/expenses thereon, but instead to delegate to the Strata Committee an absolute discretion as to whether or not to enter into, arrange and monitor any such payment plan provided that it be limited to a period of 12 months per payment plan but not precluding any further or subsequent payment plan agreed by the Strata committee in its absolute discretion.

14. Levy Collection

RESOLVED that the Owners – Strata Plan No 71623 pursuant to the Strata Schemes Management Act 2015 (including section 103) for the purpose of collecting levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do any one or more of the following:

- (a) To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses;
- (b) To engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of The Owners – Strata Plan No 71623;
- (c) To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- (d) Enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
- (e) File an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- (f) Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

15. Annual Fire Safety Statement

RESOLVED that the Owners Corporation resolves to do the following:

- (a) Engage a suitably qualified consultant to carry out an annual Fire Safety Statement (and report) in accordance with Part 9, Division 5 of the NSW Environmental Planning and Assessment Regulations 2000 as amended; and
- (b) To submit any corrective actions report to the Strata Committee to determine what action is required, if any; and
- (c) To delegate to the strata manager the following functions pursuant to the Agency Agreement additional duties schedule:
 - i. undertake the seeking of quotations and engaging the contractor to prepare the statement; and
 - ii. sign the statement on behalf of the scheme and lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner

16. Lift Registration

RESOLVED that the owners corporation resolves that whilst Result Property Group Pty Ltd is appointed as the managing agent for the scheme:

- (a) it is required on an annual basis to engage a competent person to provide a statement as to whether the lift equipment is safe to operate; and
- (b) subject to receipt of the statement from the competent person that the equipment is safe to operate, it is instructed to sign on behalf of the scheme and lodge with WorkCover any item registration renewal or application form.

17. Insurance

RESOLVED that the owners corporation insurances as listed in the Annexures to the Agenda of the meeting be confirmed and further **THAT** the Strata Committee be delegated the function of increasing, altering or adding insurances should it be resolved to include further insurances.

18. Valuation

RESOLVED that a valuation be obtained for insurance purposes prior to the expiration of the current policy period and that the managing agent be authorised to alter the sum insured in accordance with the updated valuation.

19. 10 Year Capital Works Fund Plan

RESOLVED that the Owners Corporation instruct the strata managing agent and strata committee to obtain a 10 year Capital Works Fund Plan from a suitably qualified provider and that the Plans adoption be considered at the next AGM.

20. Strata Committee

The Chairman called for nominations for the Strata Committee and the following nominations were received:

Philip Prassinas
Jo Gilmore
Colin Edwards
Fred Mason
Andrew Symons
Mark Ronfeldt
Mary George
Jim McLaren
Ned Tripkovic
Geoff Bartels
Jelena Bartels
Jovan Cupac
Lesley McLaren

The Chairman **DECLARED** nomination closed at 7.22pm.

Following the declaration that nominations were closed it was **RESOLVED** that the meeting determine that there be nine (9) members to constitute the strata committee until the next AGM and a written ballot to elect the committee was conducted, as the meeting was being conducted via video and telephone conference it was **RESOLVED** that the ballot be sent to all lots represented at the meeting and that ballots will be eligible for return no later than 9am Tuesday 11 October 2022.

On closing of the written ballot and counting of the votes conducted by Anthony Kioussis the following persons were declared duly elected to the committee:

Philip Prassinas
Jo Gilmore
Andrew Symons
Mark Ronfeldt
Mary George
Jim McLaren
Geoff Bartels
Jelena Bartels
Lesley McLaren

21. Restriction matters

RESOLVED that there be no matters or type of matters to be determined only by the Owners Corporation at a General Meeting unless requiring a resolution from the owners corporation in accordance with the Act.

MALLESONS STEPHEN JAQUES

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Strata Management Statement for Waldorf By The Sea

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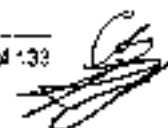
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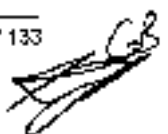


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Strata Management Statement for Waldorf By The Sea

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Part 1

Waldorf By The Sea and the strata management statement

1 What is a strata management statement?

1.1 Management of the building

A strata management statement is a set of rules that regulate the management and operation of buildings where part of the building is subdivided by a strata scheme or schemes. These types of strata schemes are called "part building strata schemes". The Strata Schemes in Waldorf By The Sea are part building strata schemes.

1.2 Rights and obligations

A strata management statement confers rights and imposes obligations on the owners corporations and owners and occupiers of lots in a building in which there is a part building strata scheme. It contains provisions about a wide range of issues including meetings, financial management, redevelopment and the maintenance of shared facilities.

1.3 Interpreting this strata management statement

In this strata management statement:

- (a) the word "you" means a Member, an Owner of a lot in a Strata Scheme (residential or commercial) or an Occupier as the context permits;
- (b) words which begin with a capital letter have the meaning given to them in Part 8 "Dictionary".

2 About Waldorf By The Sea

2.1 Overview

Waldorf By The Sea is a mixed-use development. The development site will comprise of a public carparking facility, residential accommodation (including serviced apartments), and commercial units, each to be constructed as one or more stage of the development project.



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2.2 What are the different components in Waldorf By The Sea?

Waldorf By The Sea has four distinct components. The owner of each component is a Member of the Committee and must comply with this strata management statement.

2.3 Summary of the components in Waldorf By The Sea?

The components of Waldorf By The Sea are set out below:

Component	Description	Member
A	A commercial Strata Scheme comprising 3 commercial lots.	A Owners Corporation
B	A Stratum Lot used for carparking purposes.	B Owner
C2	A Strata Scheme comprising 4 commercial or residential lots and associated carparking, or other uses as permissible by law (e.g. carparking strata scheme or tourist accommodation strata scheme).	C2 Owners Corporation
R	A residential Strata Scheme comprising 103 apartments (including serviced apartments), pool and associated carparking.	R Owners Corporation

2.4 Subdivision of a Stratum Lot

A Stratum Lot may be subdivided by:

- (a) a plan of subdivision after registration of this strata management statement, into two or more Stratum Lots. If this happens, the Member is the Owner of each Stratum Lot created on registration of the plan of subdivision; or
- (b) a Strata Plan after registration of this strata management statement. If this happens, the Owner of the Stratum Lot will become the Owners Corporation for the new Strata Scheme and the Member is the Owners Corporation for the Strata Scheme.

3 What is the management structure for Waldorf By The Sea?

3.1 Part building strata schemes

Under the Development Act, a building management committee manages a building containing a part building strata scheme (or schemes). The members of a building management committee are the owners corporations and owners of stratum lots (ie lots in the building which have not been subdivided by

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strata plans). In this strata management statement, the building management committee is called the Committee.

3.2 Management structure

The Committee is responsible to operate and manage Waldorf By The Sea on behalf of the Members. Each Member appoints a Representative to attend and vote for them at meetings of the Committee. See clause 22 ("Appointing a Representative and a Substitute Representative") for more information.

3.3 Who assists the Committee perform its functions?

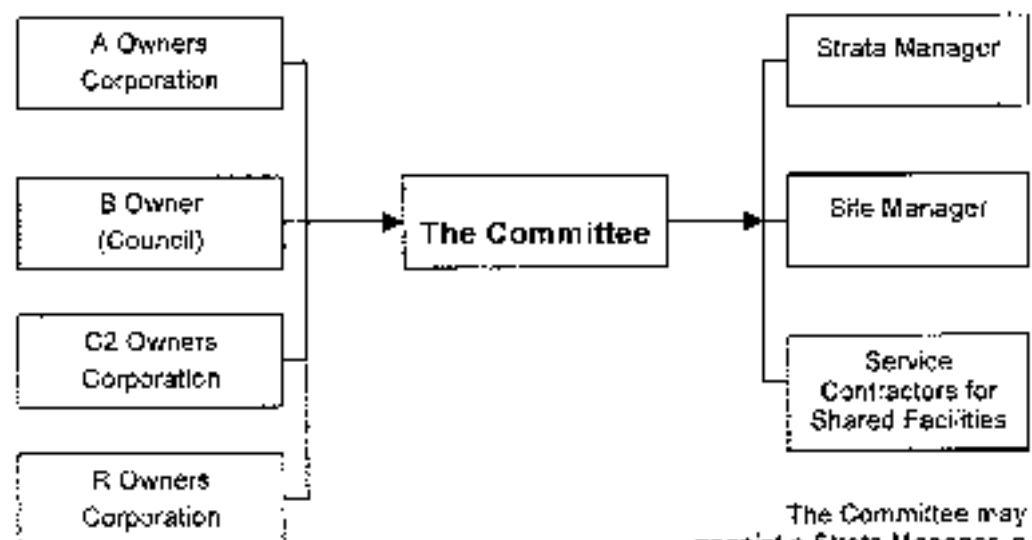
The Committee has the power to appoint various persons to assist it perform its functions. For example, the Committee may:

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

The powers of the Committee are explained in more detail in part 2 ("Rights and obligations of the Committee").

3.4 Overview of management structure

The management structure for the Waldorf By The Sea is set out below:



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

The Committee may appoint a Strata Manager, a Site Manager and other parties to assist in the operation and management of Waldorf By The Sea.



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4 How does this strata management statement work?

4.1 How is this strata management statement set out?

There are eight parts in this strata management statement:

Part 1 Waldorf By The Sea and the strata management statement	Part 1 explains the management structure of Waldorf By The Sea and who must comply with this strata management statement.
Part 2 Rights and obligations of the Committee	Part 2 explains the rights and obligations of the Committee. It contains operational information about the Committee and about appointing a Strata Manager, Site Manager and Service Contractors to assist the Committee to perform its functions.
Part 3 Rights and obligations of Members, Owners and Occupiers	Part 3 explains the rights and obligations of Members, Owners and Occupiers. It includes provisions about insurance and access rights.
Part 4 Meeting procedures and resolutions	Part 4 explains the procedures for convening and holding Meetings and Emergency Meetings, quorums and the types of resolutions required for decisions of the Committee.
Part 5 Financial management	Part 5 explains the procedures for preparing Budgets, financial statements and levying processes for contributions to meet costs under this strata management statement.
Part 6 Shared Facilities	Part 6 explains how Shared Facilities work and are paid for by the Members. It contains important information about the operation of and obligations for Shared Facilities.
Part 7 Miscellaneous	Part 7 explains the procedures for resolving Disputes and how to serve notices.
Part 8 Dictionary	Part 8 contains a dictionary and explains how to interpret this strata management statement.

4.2 What is the effect of this strata management statement?

This strata management statement has effect as an agreement under seal.

4.3 How to amend this strata management statement

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

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5 Who must comply with this strata management statement?

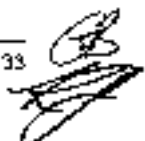
5.1 General obligations

Persons who must comply with this strata management statement are:

- (a) Owners Corporations; and
- (b) Owners and Occupiers of Apartments;
- (c) Owners and Occupiers of Commercial Lots; and
- (d) **the B Owner.**

5.2 By-Laws for Strata Schemes

The By-Laws for each Strata Scheme contain obligations with which Owners and Occupiers of lots in that Strata Scheme must comply (in addition to this strata management statement).



Strata Management Statement for Waldorf By The Sea Contents

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Part 2 Rights and obligations of the Committee

6 The Committee

6.1 Establishing the Committee

The Members must:

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

6.2 Members of the Committee

The Members of the Committee are:

- (a) A Owners Corporation; and
- (b) B Owner; and
- (c) C2 Owners Corporation; and
- (d) R Owners Corporation.

7 Functions and powers of the Committee

7.1 What are the functions?

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

- (a) to comply with its obligations and perform its functions according to the Management Act, the Development Act, this strata management statement and the Easements; and
- (b) to make decisions about the matters in this strata management statement; and
- (c) to convene and hold Meetings and Emergency Meetings; and

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- (d) to determine Administrative Fund contributions and Sinking Fund contributions to meet the costs for performing the functions and complying with the obligations of the Committee; and
- (e) to operate, maintain, renew and replace Shared Facilities; and
- (f) to deal with and make decisions about Shared Facilities; and
- (g) to effect insurances; and
- (h) to administer the Architectural Code; and
- (i) to monitor the performance by Members, Owners and Occupiers of their obligations under the Management Act, the Development Act and this strata management statement; and
- (j) to monitor the performance of the Strata Manager; and
- (k) to monitor the performance of the Site Manager; and
- (l) to monitor the performance of Service Contractors; and
- (m) to perform ancillary functions necessary to carry out the functions and perform the obligations of the Committee.

7.2 How to make decisions

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

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

7.3 Power to contract and make appointments

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

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

7.4 Making Rules

The Committee may make Rules to assist in the proper management, operation, maintenance and control of Waldorf By The Sea. However:

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- (a) when the Committee makes a Rule it must take into account the mixed use nature of Waldorf By The Sea and the various components in Waldorf By The Sea; and
- (b) Rules must not be inconsistent with this strata management statement. If there is an inconsistency, this strata management statement prevails.

7.5 Effect of Rules

A Rule made by the Committee according to clause 7.4 ("Making Rules") applies as though it is set out in full in this strata management statement.

8 Officers of the Committee

8.1 What Officers must the Committee appoint?

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

8.2 Eligibility for election

To be eligible for election as an Officer, you must be a Representative, a Substitute Representative or the Strata Manager.

8.3 Appointment of Officers

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

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

8.4 Vacating the position of an Officer

You vacate your position as an Officer if:

- (a) you cease to be a Representative, Substitute Representative or the Strata Manager; or
- (b) the Committee dismisses you from your position; or
- (c) you resign in writing from your position. You must serve notice on the Committee of your resignation and the date from which it will become effective.

9 Functions of Officers

9.1 Exercising functions

An Officer must perform their functions according to this strata management statement, the Management Act, the Development Act and the directions of the Committee.

9.2 The Secretary

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

- (a) to convene Meetings and Emergency Meetings; and
- (b) to prepare and distribute notices, agendas and minutes for Meetings and Emergency Meetings; and
- (c) to serve notices for the Committee; and
- (d) to answer communications sent to the Committee; and
- (e) to perform administrative and secretarial functions for the Committee; and
- (f) to keep records (other than records which the Treasurer must keep) for the Committee; and
- (g) to make the records of the Committee available for inspection according to clause 14 ("inspecting the records of the Committee").

9.3 The Treasurer

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

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

9.4 The Chairperson

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

10 Appointing a Strata Manager

10.1 Purpose of the agreement

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

10.2 Qualifications of the Strata Manager

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

10.3 Delegation of functions

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

10.4 What functions may not be delegated?

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

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

10.5 Form of agreement

An agreement between the Committee and the Strata Manager must:

- (a) be in writing and be signed by the Members (or a person appointed by the Committee under clause 7.3(c) ("Power to contract and make appointments")) and the Strata Manager; and
- (b) reserve the power for the Committee and the Officers to continue to exercise the functions which the Committee has delegated to the Strata Manager; and



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- (c) contain provisions about the rights of the Committee and the Strata Manager to terminate the agreement early if a party does not comply with their obligations under the agreement.

10.6 Term of the appointment

The term of the first agreement between the Committee and a Strata Manager must not exceed two years. The term of a new agreement may be for the period determined by the Committee (acting reasonably).

10.7 Remuneration

The remuneration of the Strata Manager for the first year of the first agreement under this clause must not exceed \$15,000 (excluding GST). The remuneration of the Strata Manager for the second and subsequent years of the first agreement (and for any new agreements) may be the amount determined by the Committee (acting reasonably).

10.8 Which strata manager to appoint

When an Owners Corporation appoints a strata managing agent for its Strata Scheme, it must give proper consideration to the benefit of appointing the Strata Manager appointed by the Committee under this clause.

11 Appointing a Site Manager

11.1 Purpose of the agreement

The Committee has the power to appoint and enter into agreements with a Site Manager to provide operational and management services and, in particular, to assist the Committee perform its functions in relation to Shared Facilities.

11.2 Form of agreement

An agreement between the Committee and a Site Manager must:

- (a) be in writing and be signed by the Members (or a person appointed by the Committee under clause 7.3(c) ("Power to contract and make appointments")) and the Site Manager; and
- (b) allow the Site Manager to terminate the agreement if the Site Manager is not appointed by two or more of the A Owners Corporation, the C2 Owners Corporation or the R Owners Corporation as their site or building manager; and
- (c) contain provisions about the rights of a Committee and Site Manager to terminate the agreement early if the party does not comply with or perform their obligations under the agreement.

11.3 Term of the appointment

The term of the first agreement between the Committee and a Site Manager must not exceed two years. The term of a new agreement may be for the period determined by the Committee (acting reasonably).

11.4 Remuneration

The remuneration of a Site Manager for the first year of the first agreement under this clause must not exceed \$20,000 (excluding GST). The remuneration of the Site Manager for the second and subsequent years of the initial agreement (and for any new agreements) may be the amount determined by the Committee (acting reasonably).

12 Insurance requirements

12.1 Statutory insurance

The Committee must effect building insurance for Waldorf By The Sea in accordance with the Management Act and this clause.

12.2 Required insurances

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

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

12.3 Optional insurances

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

12.4 Proceeds of building insurance claims

The Committee must:

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



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See clause 27.5 ("Proceeds of building insurance claims") regarding the obligations of Members if they receive a payment under the building policy for Waldorf By The Sea.

12.5 Valuations

The Committee must have Waldorf By The Sea valued for insurance purposes at least every three 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 Waldorf By The Sea.

12.6 When to carry out the first valuation

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

12.7 Building sum insured

The Committee must insure Waldorf By The Sea for the sum determined by a duly qualified valuer or quantity surveyor approved by the Committee (or a higher sum if determined by the Committee acting reasonably).

12.8 Regular review of insurances

Each year the Committee must:

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

12.9 Insuring for new risks

The Committee must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Committee, Waldorf By The Sea or Shared Facilities.

12.10 Insurance records

The Committee must provide a certificate of currency to each Member after it renews an existing policy, alters an existing policy or effects a new policy.

13 Keeping records

13.1 Obligations of the Committee

The Committee must keep records relating to the exercise of its functions according to this clause.



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13.2 Which records must the Committee keep?

Records which the Committee must keep include:

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

13.3 How long are records kept?

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

14 Inspecting the records of the Committee

14.1 Who is entitled to inspect the records?

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

14.2 What is the procedure?

The procedure for inspecting the records of the Committee is:

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- (a) the applicant must apply in writing to the Secretary; and
- (b) the applicant must pay the Committee an inspection fee of \$20.00 for the first hour of the inspection and \$10.00 for each half hour after that (or other amounts the Management Act provides for the inspection of the records of an owners corporation).

14.3 Time for the inspection

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

14.4 Taking copies of records

The applicant may take extracts from or copy the records (at their cost). The applicant cannot remove the records unless the Secretary agrees.

15 Providing Outstanding Levy Certificates

15.1 Who may apply for a certificate?

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

15.2 Procedure to obtain a certificate

The procedure for obtaining an Outstanding Levy Certificate is:

- (a) the applicant must apply in writing to the Treasurer; and
- (b) the applicant must pay the Committee a fee of \$70.00 (or other amounts for a certificate under section 109 of the Management Act).

15.3 Information to be included in a certificate

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

- (a) the amount of the regular periodic Administrative Fund contributions and the periods for which the contributions are payable; and
- (b) the amount of the regular periodic Sinking Fund contributions and the period for which the contributions are payable; and
- (c) the amount of any unpaid Administrative Fund contributions or Sinking Fund contributions; and
- (d) any amount recoverable for work carried out by the Committee according to clause 17 ("Power of the Committee to do work in an emergency"); and
- (e) any amount and rate of interest payable to the Committee under this strata management statement; and



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- (f) any other information the Committee instructs the Treasurer to include in the Outstanding Levy Certificate.

15.4 When must the certificate be given?

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

15.5 Certificate is evidence of matters in it

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

16 Power of the Committee to gain access to Shared Facilities

16.1 General requirement

When the Committee exercises its rights to access parts of Waldorf By The Sea, it must not interfere unreasonably with your lawful use of that area.

16.2 What are the powers of the Committee?

Subject to this clause, the Committee has the power to gain access to an Apartment or a Commercial Lot in order to:

- (a) operate, test, use, maintain, repair or replace Shared Facilities (eg the integrated fire system for Waldorf By The Sea or Fire Safety Devices); and
- (b) exercise its rights and comply with its obligations under this strata management statement.

16.3 Access requirements

To enable the Committee to exercise its powers under this clause and subject to clause 16.4 ("Notice requirements"):

- (a) if you are an Owners Corporation, you must give the Committee access to your Common Property; and
- (b) if you are an Owner or Occupier, you must give the Committee access to your Apartment or Commercial Lot

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

16.4 Notice requirements

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



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16.5 Paying costs

Subject to this strata management statement, the Committee must pay the costs it incurs when it gains access to parts of Waldorf By The Sea under this clause.

16.6 Rectifying damage

When it exercises its rights or complies with its obligations under this clause, the Committee must:

- (a) promptly rectify any damage it causes to your part of Waldorf By The Sea; and
- (b) leave your part of Waldorf By The Sea clean and tidy.

16.7 Interpreting this clause

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

17 Power of the Committee to do work in an emergency

17.1 What power does the Committee have?

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

17.2 Entering parts of Waldorf By The Sea

To exercise its rights under this clause, the Committee may:

- (a) enter your part of Waldorf By The Sea and stay there for a long as necessary; and
- (b) do what is required to remedy the emergency

provided that the Committee does not interfere unreasonably with the lawful use of your part of Waldorf By The Sea.

17.3 What are your obligations?

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

17.4 Damages

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

17.5 Interpreting this clause

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

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

18.1 Acting as agent

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

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

18.2 Appointment as agent and attorney

Each Member appoints the Committee as its agent and attorney to enable the Committee or a person appointed by the Committee to take any action authorised by the Committee.

18.3 Legal proceedings by a Member

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

19 Consents by the Committee

19.1 How may consent be given?

The Committee may give consents under this strata management statement only at a Meeting or an Emergency Meeting. Unless a clause states otherwise, the Committee may give consents by Resolution.

19.2 Conditional consent

The Committee may make conditions if it gives you consent under this strata management statement.

19.3 Revoking consent

The Committee may revoke its consent if you do not comply with conditions made by the Committee when it granted the consent or the clause under which the Committee granted the consent.



Strata Management Statement for Waldorf By The Sea

Contents

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Part 3

Rights and obligations of Members, Owners and Occupiers

20 What are the rights and obligations of Members?

20.1 General obligations

In addition to your obligations in the Management Act, the Development Act and elsewhere in this strata management statement, if you are a Member you must:

- (a) act reasonably and in good faith in your dealings with the Committee, other Members, Owners and Occupiers; and
- (b) promptly comply with your obligations under this strata management statement, the Management Act and the Development Act; and
- (c) ensure, as far as is reasonable, that Waldorf By The Sea is efficiently managed to a standard appropriate to its permitted uses; and
- (d) promptly pay your Administrative Fund contributions, Sinking Fund contributions and other amounts you owe the Committee under this strata management statement; and
- (e) effect and maintain the insurances required by the Management Act and this strata management statement; and
- (f) ensure the Committee is properly constituted; and
- (g) comply with decisions of the Committee; and
- (h) comply with your obligations under the Architectural Code; and
- (i) comply with Easements; and
- (j) comply with Rules.

20.2 Voting rights

If you are a Member, you have the right to vote at Meetings and Emergency Meetings according to part 4 ("Meeting procedures and resolutions").

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20.3 Maintenance requirements

Subject to this strata management statement, if you are a Member you must at your cost:

- (a) maintain and keep in good repair the part of Waldorf By The Sea which you own; and
- (b) maintain and keep in good repair the facade and other external finishes, fixtures or fittings in the part of Waldorf By The Sea which you own; and
- (c) maintain, inspect and operate plant and equipment owned or used exclusively by you to a standard recommended by the manufacturer or the applicable Australian standard.

20.4 Damage

If you are a Member you are liable for damage or loss you cause to the other Member, an Owner or an Occupier if you do or fail to do something under this strata management statement. However, your liability does not include damage or loss caused or contributed to by the Member, Owner or Occupier suffering the damage or loss. In this clause 20.4, a reference to a Member includes the Representative, Substitute Representative, contractors, employees and agents of the Member.

21 Procedures when you become a Member or change your contact details

21.1 Purchasing a Stratum Lot

If you purchase a Stratum Lot, you must complete a Membership Form and serve it on the Committee.

21.2 Leasing your Stratum Lot

If you lease or licence your Stratum Lot, you must complete the part of the Membership Form dealing with new tenancies and serve it on the Committee.

21.3 Owners Corporation

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

21.4 Changing your contact details

If you are a Member, you must complete and serve a Membership Form on the Committee if:

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



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22 Appointing a Representative and a Substitute Representative

22.1 Appointment of Representatives

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

22.2 Appointment of Substitute Representatives

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

22.3 Eligibility for appointment

Representatives and Substitute Representatives must be natural persons.

22.4 Appointing a new Representative or Substitute Representative

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

22.5 Appointment Form

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

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

22.6 When does an appointment become effective?

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

22.7 Additional obligations for Owners Corporation

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

22.8 Proxies

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



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22.9 Acts by Representatives and Substitute Representatives

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

23 What are the obligations of Owners and Occupiers?

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

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

24 Owners Corporation meetings and By-Laws

24.1 Notices of meetings

Owners Corporations must give the other Members notices of their general meetings and meetings of their executive committees if the business of the meeting involves this strata management statement or the other Members. An Owners Corporation must give the notice at least 72 hours before the meeting is scheduled to commence.

24.2 Attendance at meetings

Each Owners Corporation must allow the Representatives or Substitute Representatives of the other Members to:

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

24.3 Absence during voting process

If requested by the chairperson of the general meeting or meeting of the executive committee, the Representative or Substitute Representative must leave the meeting before the voting process begins in respect of each motion on the agenda for the meeting for the duration of the voting process for that motion.

24.4 Returning after voting process

The Representative or Substitute Representative may return to the general meeting or meeting of the executive committee after the voting process in respect of a motion is complete to exercise their rights in respect of each other motion of the agenda according to clause 24.2 ("Attendance at meetings"), provided that they comply with clause 24.3 ("Absence during voting process").

24.5 By-Laws

An Owners Corporation must not make By-Laws that are inconsistent with this strata management statement. If there is an inconsistency between the By-Laws and this strata management statement, the Owners Corporation must amend the inconsistent By-Law to make it consistent with this strata management statement.

25 Building works and the Architectural Code

You must comply with your obligations under the Architectural Code and obtain all necessary consents under the Architectural Code before you carry out building or other works in Waldorf By The Sea.

Whenever Council is the B Owner, the B Owner is not required to comply with this clause 25.

26 Rights of access

26.1 General requirement

When a Member, Owner and Occupier exercise their rights to access parts of Waldorf By The Sea, they must not interfere unreasonably with your lawful use of that area.

26.2 Access in an emergency

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

26.3 Access to Shared Facilities

Subject to the Easements and part 6 ("Shared Facilities"), you must give the Committee and other Members, Owners and Occupiers access to operate, test, use, maintain, repair and replace Shared Facilities located in your part of Waldorf By The Sea by the most direct route or by the route nominated by the Committee (acting reasonably).

26.4 Notice requirements

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

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- (a) void or prejudice insurances effected by the Committee; or
- (b) increase an insurance premium paid by the Committee.

27.4 Paying for additional premiums

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

27.5 Proceeds of building insurance claims

If you are a Member, you must:

- (a) apply any payments you receive under a building policy effected by the Committee under clause 12.1 ("Statutory insurance") to rebuild or reinstate the damaged areas of your part of Waldorf By The Sea; and
- (b) rebuild or reinstate your part of Waldorf By The Sea within a reasonable time.

28 Fire safety and protection

28.1 What are your obligations?

You must:

- (a) immediately notify the Committee of any defect in or damage to a Fire Safety Device which comes to your attention; and
- (b) comply with laws about fire control; and
- (c) notify the Committee if you change the lock on the entry door to your Apartment or Commercial Lot.

28.2 Keeping flammable materials

You may keep flammable materials in your Apartment or Commercial Lot (but not in a carspace forming part of your Apartment or Commercial Lot) provided that you:

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

28.3 Restrictions about fire safety

You must not:

- (a) interfere with, obstruct or damage Fire Safety Devices; or

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- (b) do anything that will activate a Fire Safety Device unless there is a fire or other emergency in Waldorf By The Sea; or
- (c) keep flammable materials on Common Property or a Shared Facility.

29 Installing Air Conditioners

29.1 Interpretation

In this clause 29:

- (a) "Lot Owners" means the Owner or Occupier of a Commercial Lot; and
- (b) references to "Commercial Lot" are references to a strata lot in A only.

29.2 Acknowledgment by B Owner

The B Owner acknowledges and agrees that:

- (a) as at the date of registration of this strata management statement, Lot Owners do not have any air conditioning services installed or available to them;
- (b) the By-Laws for A permit a Lot Owner to install and keep an Air Conditioner for their Commercial Lot subject to the terms of the By-Law;
- (c) to enable Lot Owners to install and keep an Air Conditioner for their Commercial Lot, it is necessary for the Condensor to be installed and kept on part of B;
- (d) subject to clause 29.4 ("Maintenance of Condensers"), the B Owner will permit Lot Owners to install and keep a Condensor in a location within B which is:
 - (i) close to the Commercial Lot and provides reasonable access for the Lot Owner;
 - (ii) does not cause any safety or other hazard to the Lot Owner, the B Owner or invitees of B;
 - (iii) is agreed between the B Owner (acting reasonably) and the Lot Owner (acting reasonably); and
 - (iv) not located on or within the car park vehicle carriageways.

29.3 Rights of Lot Owners

Lot Owners may:

- (a) install the Condensor in that part of B (including penetrating walls or floor slabs if reasonably necessary) agreed with the B Owner having



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regard to the matters listed in clause 29.2 ("Acknowledgment by B Owner");

- (b) enter and remain in B (with or without tools, implements and machinery necessary) for the purpose of installing, inspecting, cleaning, repairing, maintaining and replacing the Condenser (or any part of it) for any time as is reasonably necessary,

subject to the following conditions:

- (c) the Lot Owner must take all reasonable steps to minimise disturbance or damage to B and the B Owner;
- (d) the Lot Owner must fire proof any penetration of the walls or slabs of B to meet the Australian fire standards required for the building in Waldorf by The Sea;
- (e) the Lot Owner must endeavour to cause as little damage as is practicable to B and any improvements on it;
- (f) if damage is caused, the Lot Owner must restore that part of B as nearly as practicable to the condition it was in before the damage occurred, at its cost.

29.4 Maintenance of Condensers

The Lot Owner must, at its cost:

- (a) obtain any consent or approvals required of Council or Government Agencies in relation to its Condenser; and
- (b) use, maintain and repair its Condenser or components of it (including replacing components as necessary):
 - (i) in accordance with manufacturer's specifications; and
 - (ii) to ensure it does not make noise in a way that might unreasonably interfere with the use and enjoyment of B by another Owner or Occupier or substantially exceed noise emission levels specified by the manufacturer; and
- (c) maintain and repair that part of B where your Condenser is fitted and installed (including structural maintenance and repairs necessitated and attributable to the installation and operation of the Condensers); and
- (d) use approved contractors for all work to be carried out by the Lot Owner described in this clause 29.4 ("Maintenance of Condensers").

29.5 Rights and obligations of B Owner

The B Owner must:

- (a) allow the Lot Owner to exercise its rights under clause 29.3 ("Rights of the Lot Owner");

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- (b) keep the areas of B that are the subject of this clause in good structural repair and condition and, where necessary, replace those areas, at its cost (except where the structural repairs are necessitated and attributable to the installation and operation of the Condensers);
- (c) not charge the Lot Owner any fee or rental for keeping the Condensor located in B;
- (d) not construct or erect (or allow to be constructed or erected) any improvements, structures or fixtures on B that would interfere with or impede operation of the Condensor or the Lot Owners access to the Condensor for the purpose of exercising the Lot Owners rights under this clause 29 ("Installing Air Conditioners").

30 Access to B

30.1 Installing boom gates

Subject to this strata management statement and clause 30.2 ("Requirements when installing boom gate"), the B Owner may restrict access to parts of B used for the purpose of a carpark by installing boom gates or other security systems at its cost.

30.2 Requirements when installing boom gates

- (a) If the B Owner installs boomgates or other security systems in B which restrict access to those parts of B required by Owners or Occupiers to access their Commercial Lot or Apartment (or part of it), then the B Owner must, at its cost, ensure that the boomgates or security systems installed are compatible with the security system for the Residential Boomgate and may be operated with the Carpark Security Keys.
- (b) If the B Owner is unable to provide a compatible security system according to clause 30.2(a), it must provide Owners or Occupiers with unrestricted access to those parts of B required by Owners or Occupiers to access their Commercial Lot or Apartment (or part of it), at no cost to Owners or Occupiers.

30.3 Terms of use

When any Owner or Occupier of a Commercial Lot or an Apartment (or invitee of such Owner or Occupier) uses the carpark, accessways and ramps in B for ingress or egress or otherwise makes use of the carpark, accessways and ramps in B, the B Owner shall be entitled to rely upon the same limitations on liability which the B Owner applies to any member of the public making use of B. These limitations include that the B Owner does not accept responsibility for any theft, damage or loss of property or for any personal injury to or suffered by any user or visitor to the carpark, accessways or ramps.



31 Provision of Carpark Security Keys for Residential Boomgate

31.1 Provision of Carpark Security Keys

The Committee must provide:

- (a) each of C2 Owners Corporation and R Owners Corporation with 2 Carpark Security Keys for each carparking space in C2 and R;
- (b) any building manager or caretaker appointed by C2 Owners Corporation and R Owners Corporation from time to time with one Carpark Security Key;
- (c) the Strata Manager with one Carpark Security Key; and
- (d) the Site Manager with one Carpark Security Key

for the operation of the Residential Boomgate.

31.2 Obligations of the C2 Owners Corporation and R Owners Corporation

The C2 Owners Corporation and R Owners Corporation issued with Carpark Security Keys must allocate those Carpark Security Keys to Owners and Occupiers within that Strata Scheme and manage the Carpark Security Keys in accordance with any by-law relating to Security Keys that apply to that Strata Scheme.

31.3 Who owns Carpark Security Keys?

Carpark Security Keys belong to the Committee.

31.4 Charging fees for Carpark Security Keys

The Committee may charge the C2 Owners Corporation, R Owners Corporation, each Owner or Occupier a fee or bond for each Carpark Security Key and any additional or replacement Carpark Security Keys required.

31.5 Rights and obligations of the Committee

- (a) The Committee has the power to:
 - (i) recode Carpark Security Keys; and
 - (ii) require the C2 Owners Corporation, R Owners Corporation, and all or any Owners or Occupiers of C2 and R to promptly return their Carpark Security Keys to the Committee to be recoded; and
 - (iii) enter into agreements with Service Contractors, the Strata Manager or the Site Manager about the provision and management of Carpark Security Keys and the management of the Residential Boomgate.



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- (b) The Committee is responsible for:
 - (i) the maintenance, repair, operation, cleaning and replacement of the Residential Boomgate;
 - (ii) any insurance associated with the existence and operation of the Residential Boomgate; and
 - (iii) complying with all laws and requirements of Government Agencies related to the Residential Boomgate.

31.6 Rights and obligations of users

The C2 Owners Corporation, R Owners Corporation, and each Owner and Occupier of C2 and R must:

- (a) take all reasonable steps not to lose a Carpark Security Key; and
- (b) return Carpark Security Keys to the Committee if not required; and
- (c) notify the Committee immediately if a Carpark Security Key is lost; and
- (d) comply with the reasonable instructions of the Committee about the Residential Boomgate and Carpark Security Keys and, in particular, about recoding and returning Carpark Security Keys.

31.7 Some prohibitions

The C2 Owners Corporation, R Owners Corporation, each Owner and Occupier of C2 and R must not:

- (a) copy a Carpark Security Key; or
- (b) give a Carpark Security Key to someone who is not an Owner or Occupier of C2 or R; or
- (c) interfere with or shut down any part of the Residential Boomgate without the prior written consent from the Committee.



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Part 4 Meeting procedures and resolutions

32 Meetings of the Committee

32.1 Types of meetings

The two types of meetings of the Committee are Meetings and Emergency Meetings.

32.2 Meetings

The Committee may deal with matters which require a Resolution or a Unanimous Resolution at a Meeting. The Committee must convene a Meeting if:

- (a) the Committee resolves to hold the Meeting; or
- (b) the Strata Manager resolves to convene the Meeting (if the Committee has delegated that function to the Strata Manager); or
- (c) at least three Members make a written request to the Committee to convene a Meeting; or
- (d) it is necessary to appoint a replacement Officer; or
- (e) at least every six months (starting from the date which is six months after the first Meeting of the Committee).

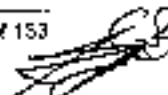
32.3 Emergency Meetings

The Committee may deal only with matters which require a Resolution at an Emergency Meeting. The Committee may convene an Emergency Meeting:

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

32.4 Who convenes meetings?

A Meeting or an Emergency Meeting may be convened by:



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

33 Notices and agendas for meetings

33.1 Information to be included in the notice

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

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

33.2 Agenda for a Meeting

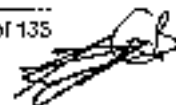
The agenda for a Meeting must:

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

33.3 Agenda for an Emergency Meeting

The agenda for an Emergency Meeting must:

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



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

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

- (a) the Budget prepared by the Committee according to clause 43 ("Preparing Budgets"); and
- (b) the current audit report prepared by the Committee according to clause 45 ("Preparing financial statements"); and
- (c) the current audited financial statement prepared by the Committee according to clause 45 ("Preparing financial statements").

34 How to give notice of a meeting

34.1 How much notice is required for a Meeting?

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

34.2 How to serve notice of a Meeting

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

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

34.3 Giving notice of an Emergency Meeting

If you convene an Emergency Meeting, you may:

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

34.4 Notices for Emergency Meetings

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

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



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- (c) a combination of the above methods.

35 Procedures for holding meetings

35.1 Conducting a Meeting or Emergency Meeting

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

35.2 Quorum for a meeting

A quorum must be present at a Meeting or Emergency Meeting before the Committee may vote on any motions. A quorum for a Meeting or an Emergency Meeting is the Representative or Substitute Representative of at least the B Owner, the R Owners Corporation and one commercial Owners Corporation.

35.3 Failure to obtain a quorum

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

35.4 Notice of adjourned meetings

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

35.5 Quorums at adjourned meetings

A quorum at an adjourned Meeting or Emergency Meeting is the Representative or Substitute Representative of at least the B Owner, the R Owners Corporation and one commercial Owners Corporation.

35.6 Attendance at a Meeting

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

35.7 Special provisions for Meetings held in writing

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

- (a) the person who convenes the Meeting serves notice of the Meeting according to this strata management statement; and
- (b) the person who convenes the Meeting provides each Member with a voting paper with the notice for the Meeting; and

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- (c) the required Members or number of Members approve the motions in the agenda, complete their voting paper and return it to the person who convened the Meeting before the Meeting is due to commence.

35.8 How to cast a vote at an Emergency Meeting

A Member may cast a vote at an Emergency Meeting:

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

35.9 Minutes of meetings

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

36 Voting rights of Members

36.1 Voting rights of Members

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

36.2 How many votes does each Member have?

Subject to this clause, each Member has the number of votes set out below:

- (a) A Owners Corporation, 1 vote;
- (b) B Owner, 1 vote;
- (c) C2 Owners Corporation, 1 vote; and
- (d) R Owners Corporation, 2 votes.

36.3 Instructions by a Member

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

36.4 Restrictions on voting

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

- (a) the Chairperson does not have a casting vote; and



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

37 Special provisions for meetings and voting regarding Residential Shared Facilities

37.1 Quorum

Despite clause 35 ("Procedures for holding meetings"), a quorum for a motion regarding Residential Shared Facilities is the Representative or Substitute Representative of the C2 Owners Corporation and the R Owners Corporation.

37.2 Restrictions on voting

A Member may only vote on a motion regarding Residential Shared Facilities if:

- (a) the Member contributes towards the cost of the Residential Shared Facilities according to Schedule 2 ("Division of costs for Shared Facilities"); or
- (b) the motion, if passed, has the effect that the Member is required to contribute towards the cost of the Residential Shared Facilities.

38 Appointing a proxy

38.1 Who may appoint a proxy?

You may appoint a proxy if you are:

- (a) a Member; or
- (b) a Representative or Substitute Representative if the Member which appointed you has authorised you to appoint a proxy according to clause 22.8 ("Proxies").

Members created on the subdivision of a Commercial Lot by a Subdivision Plan may jointly appoint a proxy (ie one proxy to exercise one vote for all of those Members).

38.2 Who may be a proxy?

A proxy must be a natural person.

38.3 How to appoint

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

- (a) you make the appointment on a Proxy Form (see schedule 5); and



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

38.4 Instructions about voting

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

38.5 Restrictions on voting

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

39 Resolutions at Meetings and Emergency Meetings

39.1 What is a Resolution?

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

39.2 Who may vote on a matter requiring a Resolution?

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

39.3 When is a Resolution passed?

A Resolution is decided according to the majority of votes for or against the motion.

39.4 Matters decided by Resolution

The matters which the Committee may determine by Resolution are:

- (a) appointing or terminating the appointment of the Strata Manager; and
- (b) appointing or terminating the appointment of the Site Manager; and
- (c) appointing or terminating the appointment of a Service Contractor (or an agent of the Committee); and
- (d) effecting insurances; and
- (e) establishing the Administrative Fund and determining contributions for that fund; and
- (f) establishing the Sinking Fund and determining contributions for that fund; and
- (g) resolving any other matter which does not require a Unanimous Resolution.



40 Unanimous Resolutions at Meetings

40.1 Purpose of Unanimous Resolutions

Subject to this clause, Unanimous Resolutions generally relate to dealings with Shared Facilities.

40.2 Who may vote on a Unanimous Resolution?

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

40.3 When is a Unanimous Resolution passed?

A motion which requires a Unanimous Resolution is passed if:

- (a) in relation to a motion other than a motion regarding Residential Shared Facilities, no Member Entitled To Vote votes against the motion; and
- (b) in relation to a motion regarding Residential Shared Facilities, no Member permitted to vote according to clause 37.2 ("Restrictions on voting") votes against the motion.

40.4 Matters decided by Unanimous Resolution

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

- (a) amending, adding to or repealing all or part of this strata management statement (including the schedules); and
- (b) repaying surplus Administrative Fund contributions or Sinking Fund contributions; and
- (c) adding to, extending or removing a Shared Facility; and
- (d) amending, adding to or repealing a clause about the apportionment of costs for Shared Facilities (eg clause 44.2 ("Water Consumption and Insurance")); and
- (e) any other matters which, according to this strata management statement, the Committee must determine by Unanimous Resolution.



Strata Management Statement for Waldorf By The Sea

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Part 5 Financial management

41 What funds must the Committee establish?

41.1 Administrative Fund

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

41.2 Sinking Fund

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

41.3 What money is paid into the Administrative Fund?

The Committee must pay into the Administrative Fund:

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

41.4 What money is paid into the Sinking Fund?

The Committee must pay into the Sinking Fund:

- (a) Sinking Fund contributions; and
- (b) other money received by the Committee which it does not have to pay into its Administrative Fund according to clause 41.3 ("What money is paid into the Administrative Fund?").

42 Financial Years

42.1 First Financial Year

The first Financial Year of the Committee:

- (a) commences on the date of registration of this strata management statement; and
- (b) ends on the date resolved by the Committee (which must not be more than 18 months after the date of registration of this strata management statement).

42.2 Subsequent Financial Years

Subsequent Financial Years:

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

43 Preparing Budgets

43.1 When to prepare Budgets

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

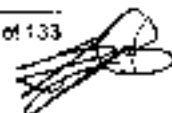
43.2 What information must be included in a Budget?

A Budget must show:

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

A Budget for the Administrative Fund may also include the Committee's estimate of Water Consumption for the Financial Year.

For the avoidance of doubt, contributions for Shared Facilities will be determined in accordance with Schedule 1 ("List of Shared Facilities") and Schedule 2 ("Division of costs for Shared Facilities").



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43.3 How much to budget

The Committee must budget enough money to comply with its obligations under this strata management statement, the Management Act, the Development Act and Easements.

44 Determining contributions

44.1 Levying Members

The Committee must levy Members the contributions it will need for its Administrative Fund and Sinking Fund for each Financial Year. The Committee may, by Unanimous Resolution, decide to levy contributions for a shorter or longer period provided that it prepares a Budget for that period according to clause 43.2 ("What information must be included in a Budget") and clause 43.3 ("How much to budget").

44.2 Water Consumption and Insurance

Members must also contribute towards the costs for:

- (a) Water Consumption on a "user pay" basis according to clause 60.3 ("Water Consumption"); and
- (b) Insurance according to the proportion that the replacement value of their Strata Scheme or Stratum Lot has:
 - (i) to the total replacement value for Waldorf By The Sea where all Members contribute under Schedule 1 ("List of Shared Facilities") and Schedule 2 ("Division of costs for Shared Facilities"); or
 - (ii) to the aggregate replacement value for those Strata Schemes or Stratum Lots whose Owners are required to contribute under Schedule 1 ("List of Shared Facilities") and Schedule 2 ("Division of costs for Shared Facilities");

(or any other method under the Management Act for calculating building insurance premiums for members of a building management committee to apply proportionately as between the Owners who are required to contribute to the specified insurance premiums).

44.3 Procedures for determining contributions

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

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

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44.4 Determining the amount of contributions

Subject to clause 44.7 ("Determining contributions at an Emergency Meeting") the Committee may determine contributions by Resolution. The amount of contributions:

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

44.5 Insufficient funds

Subject to clause 44.7 ("Determining contributions at an Emergency Meeting"), the Committee must determine:

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

44.6 Budget where there are insufficient funds

Subject to clause 44.7 ("Determining contributions at an Emergency Meeting"), before the Committee determines an additional contribution it must prepare and adopt a Budget for the period covered by the additional contribution. The Committee may approve the Budget by Resolution.

44.7 Determining contributions at an Emergency Meeting

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

44.8 Determining contributions while Council is the B Owner

While Council is the B Owner, the Committee may not determine a contribution payable by the B Owner greater than the Significant Sum unless the B Owner votes in favour of the relevant Resolution. In voting on such a determination, the B Owner must act reasonably in its capacity as a Member of the Committee taking into account the interest of all Owners and the proper maintenance of Waldorf By The Sea. In this clause, a determination for contribution includes:

- (a) the imposition of an additional levy pursuant to section 76(4) of the Management Act; and
- (b) a decision to upgrade or replace any of the Shared Facilities (including any component part of those Shared Facilities)



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as a result of which the B Owner is required to contribute an amount greater than the Significant Sum (having regard to Schedule 2 ("Division of costs for Shared Facilities").

45 Preparing financial statements

45.1 Obligations of the Committee

At the end of each Financial Year, the Committee must:

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

45.2 Information to be included in a financial statement

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

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

46 Paying contributions

46.1 Notices of contributions

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

- (a) the total contribution to be raised; and



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- (b) the portion of the contribution which you must pay in accordance with Schedule 1 ("List of Shared Facilities") and Schedule 2 ("Division of costs for Shared Facilities"); and
- (c) the date you must make the payment.

46.2 Raising funds in an emergency

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

47 Banking money and interest on accounts

47.1 Establishing a bank account

The Committee must:

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

47.2 Withdrawing money

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

47.3 Trust account

Subject to clause 47.4 ("Interest bearing accounts"), if the Committee appoints a Strata Manager the Committee may require the Strata Manager to deposit and hold its funds in a trust account established under the *Property Stock and Business Agents Act 1941* (NSW).

47.4 Interest bearing accounts

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

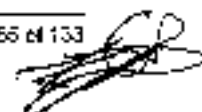
- (a) credit it to one of the accounts of the Committee; or
- (b) pay it to the Members according to clause 49 ("Dealing with surplus funds").

48 Late payments

48.1 Interest

If you are a Member, you must:

- (a) pay the Committee interest on any amount you owe the Committee but do not pay on time (including costs for Water Consumption); and



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- (b) pay interest from (and including) the date on which the payment was due until the date it was paid.

48.2 Calculating interest

The Committee must calculate interest on daily balances at the rate equal to 2% per annum above the daily overdraft rate quoted by the bank or building society of the Committee on overdrafts for commercial accounts with limits below \$100,000.00 commencing on the day after the date the account of the Member is due until the date payment is received.

48.3 Certificates about interest rates

A certificate about interest rates given to you by the bank or building society of the Committee is conclusive evidence of the interest rate in clause 48.2 ("Calculating interest").

48.4 Recovering unpaid contributions

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

48.5 Certificate on recovery

The Certificate of the Committee signed and verified by the Secretary or Treasurer as to the amount due by way of unpaid contributions and interest shall prima facie evidence of the sum due for unpaid contributions and interest at the date of the certificate or such other date as may be specified in that certificate.

49 Dealing with surplus funds

49.1 Distributing surplus funds

If there is surplus money in the Administrative Fund or Sinking Fund at the end of a Financial Year, the Committee may distribute it between the Members in shares decided by the Committee having proper regard (as far as practicable) to the proportions in which each Member contributed to the surplus funds in accordance with Schedule 1 ("List of Shared Facilities") and Schedule 2 ("Division of costs for Shared Facilities").

49.2 Unanimous Resolution

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

50 Paying contributions when there is a Dispute

50.1 What are your obligations?

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



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50.2 Continuing payments

If you have a Dispute or disagreement with the Committee about the amount of your Administrative Fund or Sinking Fund contributions or other amounts you owe the Committee, you must continue to pay your contributions at the rate determined according to this strata management statement. After the Dispute is resolved, you and the Committee must pay each other any necessary adjustments.

50.3 Your rights are not affected

Your rights against the Committee are not affected if you continue to pay Administrative Fund and Sinking Fund contributions or other amounts you owe the Committee while you have a Dispute or disagreement with the Committee.



Strata Management Statement for Waldorf By The Sea

Contents

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Part 6

Shared Facilities

51 Overview of Shared Facilities

51.1 What are they?

There are a number of facilities and services in Waldorf By The Sea which are:

- (a) used by two or more Members; or
- (b) located on the land of a Member but used by the other Members.

These facilities and services are called Shared Facilities. The Shared Facilities are set out in Schedule 1 ("List of Shared Facilities").

51.2 What do Shared Facilities include?

Subject to Schedule 1 ("List of Shared Facilities"), Shared Facilities and costs for Shared Facilities include:

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



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51.3 Rights and obligations of the Committee

Subject to this strata management statement, the Committee must operate, manage, control, maintain, repair and replace Shared Facilities. The Committee may appoint and contract with Service Contractors to perform its functions in relation to Shared Facilities. See clause 7 ("Functions and powers of the Committee") for more information.

51.4 Who may use Shared Facilities?

This strata management statement and the column titled "Used by" in Schedule 1 ("List of Shared Facilities") may specify which Members, Owners and Occupiers are entitled to use a Shared Facility or may restrict use of a Shared Facility. If the use of a Shared Facility is not restricted, the Shared Facility is available for use by each Member, Owner and Occupier.

51.5 How to apportion costs for Shared Facilities

The Committee must levy Members for contributions towards the costs of Shared Facilities in accordance with Schedule 1 ("List of Shared Facilities") and Schedule 2 ("Division of costs for Shared Facilities") and clause 44.2 ("Water Consumption and Insurance").

51.6 Obligations of Members to pay for Shared Facilities

If you are a member, you must pay your proportion of the costs for Shared Facilities in accordance with Schedule 1 ("List of Shared Facilities") and Schedule 2 ("Division of costs for Shared Facilities") and clause 44.2 ("Water Consumption and Insurance").

52 Changing and adding to Shared Facilities

52.1 Powers of the Committee to amend Shared Facilities

The Committee may, by Unanimous Resolution:

- (a) add Shared Facilities if it identifies new Shared Facilities; and
- (b) create new Shared Facilities; and
- (c) change existing Shared Facilities; and
- (d) change the use of existing Shared Facilities; and
- (e) modify or replace existing Shared Facilities; and
- (f) extend Shared Facilities; and
- (g) remove redundant Shared Facilities.

52.2 Powers of the Committee to amend costs

The Committee may, by Unanimous Resolution, change costs, add new costs or adjust the division of costs for Shared Facilities in Schedule 1 ("List of Shared Facilities") and Schedule 2 ("Division of costs for Shared Facilities").



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52.3 Reason for exercising powers to amend costs

The Committee may change the costs, add new costs or adjust the division of costs for Shared Facilities under clause 52.2 only if:

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

52.4 What must occur before power to amend costs can be exercised?

Before the Committee changes the cost, adds new costs or adjusts the division of costs for Shared Facilities under clause 52.2 at least one of the following must occur:

- (a) the Committee has resolved to deal with the Shared Facility under clause 52.1; or
- (b) Waldorf By The Sea changes; or
- (c) the Committee identifies new Shared Facilities; or
- (d) the use of Shared Facilities changes; or
- (e) Shared Facilities are repaired, modified or replaced; or
- (f) anything else happens which affects the costs of Shared Facilities.

52.5 Obligations of Members

If you are a Member, you must agree to amend:

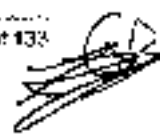
- (a) Schedule 1 ("List of Shared Facilities") to reflect anything the Committee resolves to do under clause 52.1, including giving consent and signing any documents required to effect registration of the amendments; and
- (b) Schedule 2 ("Division of Costs for Shared Facilities") to reflect anything the Committee resolves to do under clause 52.2.

53 Using approved contractors

53.1 Overview

Many of the Shared Facilities in Waldorf By The Sea are highly technical and affect other components in the development. As a result:

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



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53.2 Obligations of the Committee

The Committee must:

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

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

53.3 Obligations of Members, Owners and Occupiers

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

53.4 Council's contractors are approved contractors

For the purposes of this clause 53, while Council is the B Owner, the employees and agents of Council and contractors employed by Council are approved contractors.

54 Damage to Shared Facilities

54.1 What are your obligations?

You must:

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

54.2 Some prohibitions

You must not interfere with Shared Facilities other than according to this strata management statement.

55 Restricting access to parts of Waldorf By The Sea and issuing Security Keys

55.1 Restricting access to parts of Waldorf By The Sea

Subject to this strata management statement and the Easements, the Committee may:

- (a) close off or restrict your access to parts of Waldorf By The Sea in which you do not require access to get to your Apartment or Commercial Lot; and

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- (b) restrict access to Shared Facilities by Members, Owners and Occupiers who are not entitled to use them (eg restrict access to the Commercial Accessway).

55.2 Provision of Security Keys

The Committee must provide a Security Key to:

- (a) each Member to access their component of Waldorf By The Sea; and
- (b) each Owner and Occupier of an Apartment to access their Apartment; and
- (c) each Owner and Occupier of a Carspace to access their Carspace; and
- (d) each Member, Owner and Occupier to access Shared Facilities which they are entitled to use

but only if that access is controlled by the integrated security system for Waldorf By The Sea.

55.3 Charging fees for Security Keys

The Committee may charge you a fee or bond for each key and if you want additional or replacement Security Keys.

55.4 Your rights and obligations

You must:

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

55.5 Some prohibitions

You must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not a Member, an Owner or an Occupier; or
- (c) interfere with or shut down any part of the integrated security system for Waldorf By The Sea without consent from the Committee.

55.6 Who owns Security Keys?

Security Keys belong to the Committee.

55.7 Managing the Security Key system

The Committee has the power to:

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

56 Using the Loading Bays

56.1 Who can use the Loading Bays?

In this clause 56, "you" means the Owner or Occupier of C2 and R. You may use the Loading Bays according to this clause.

56.2 Hours of Use

Subject to this clause, you may use the Loading Bays between the hours determined by the Committee. These requirements apply:

- (a) if you propose to use a Loading Bay for more than one hour at a time, you must make arrangements with the Committee at least 48 hours beforehand or make a reservation with the Committee (if clause 56.3 ("Reservations") applies); and
- (b) if you propose to use a Loading Bay for less than one hour, you do not need to make prior arrangements with the Committee; and
- (c) you may use the Loading Bays according to any standing arrangements between you and the Committee according to clause 56.4 ("Standing arrangements"); and
- (d) you cannot use a Loading Bay if another Owner or Occupier has arranged with the Committee or made a reservation to use that Loading Bay.

56.3 Reservations

The Committee may operate a reservation system for use of the Loading Bays for more than one hour at a time.

56.4 Standing arrangements

The Committee may make standing arrangements with Owners and Occupiers of Commercial Lots for deliveries and pick ups to their lots. If you have a standing arrangement with the Committee and you do not comply with the terms of it, the Committee may cancel the standing arrangement at any time.



57 Using the Commercial Accessway

57.1 Interpretation

In this clause 57, "you" means the Owner or Occupier of a Commercial Lot in A.

57.2 Use of the Commercial Accessway

You may use the Commercial Accessway to enter, pass and repass at any time by foot and with or without materials, tools and equipment, trolleys, trays, or other carrying devices for the purpose of access and deliveries to your Commercial Lot provided that:

- (a) you cause as little inconvenience as is practicable to the B Owner;
- (b) you immediately remove any garbage or materials which may spill onto the Commercial Accessway;
- (c) you cause as little damage as is practicable to B and any improvement on B; and
- (d) you make good any collateral damage caused as soon as reasonably possible.

57.3 Obligations of the B Owner

The B Owner must not unreasonably interfere with the rights of an Owner or Occupier of a Commercial Lot within A under this clause 57.

58 Residential garbage storage and removal

58.1 Interpreting this clause

In this clause 58, "you" means the Owner or Occupier of an Apartment.

58.2 Overview

Garbage storage and removal for the Strata Schemes works like this:

- (a) Owners and Occupiers of Apartments in R place their household garbage in the Common Property garbage chute in R which is closest to their Apartment; and
- (b) Owners and Occupiers of Apartments in R place their recyclable materials in the Common Property garbage chute room in R which is closest to their Apartment; and

58.3 What are your obligations?

Subject to this clause, you must:

- (a) drain and securely wrap your household garbage before you place it in a Common Property garbage chute (or room); and

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- (b) leave your household garbage and recyclable materials in the receptacles for that purpose in Common Property garbage chute rooms; and
- (c) drain and clean bottles and make sure they are not broken before you place them in the receptacles for that purpose in Common Property garbage chute rooms or the Central Garbage Room; and
- (d) recycle your garbage according to instructions from the Committee; and
- (e) compact household garbage using the Common Property compacting equipment before placing it in the Central Garbage Room; and
- (f) contact the Committee to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

58.4 Requirements for using garbage chutes

You must not:

- (a) put bottles or glass in a garbage chute; or
- (b) put liquids in a garbage chute; or
- (c) put items that weigh more than 2.5 kilograms in a garbage chute; or
- (d) put boxes or large items in a garbage chute that might block it.

58.5 Cleaning up spills

If you spill garbage on any part of Waldorf By The Sea, you must immediately remove that rubbish and clean the affected area.

58.6 Obligations of the Committee

The Committee must:

- (a) maintain, repair and clean the Central Garbage Room, including garbage receptacles and recyclable receptacles in the Central Garbage Room; and
- (b) regularly remove filled receptacles from the Residential Garbage Chute Rooms and replace them with empty receptacles; and
- (c) transport filled receptacles from the Residential Garbage Chute Rooms to the Central Garbage Room; and
- (d) arrange for the regular removal of garbage and recyclable materials from the Central Garbage Room.



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59 Commercial garbage storage and removal

59.1 Interpreting this clause

In this clause 59, "you" means the Owner or Occupier of a Commercial Lot.

59.2 Overview

You are responsible, at your cost, to:

- (a) transport to and store your garbage and recyclable materials in that part of the Central Garbage Room allocated by the Committee for your use; and
- (b) remove your garbage and recyclable materials from Waldorf By The Sea.

59.3 Rights of the Committee

The Committee may allocate an area in the Central Garbage Room for your exclusive use.

59.4 Placing receptacles in the Central Garbage Room

You may place garbage receptacles and recyclable receptacles in the Central Garbage Room in the area which the Committee allocates for your use.

59.5 Requirements for using the Central Garbage Room

You must

- (a) keep all garbage receptacles and recyclable receptacles you place in the Central Garbage Room clean and, as far as is reasonably practicable, odour free; and
- (b) comply with all requirements of the Committee and Government Agencies about the storage and removal from Waldorf By The Sea of your garbage and recyclable materials (and, in particular, any putrescibles); and
- (c) immediately clean up any garbage or recyclable materials you spill in the Central Garbage Room (or elsewhere in Waldorf By The Sea); and
- (d) not place your garbage or recyclable materials in the receptacle of another Owner or Occupier.

59.6 Alterations to the Central Garbage Room

The Committee or a Government Agency may require you to make alterations to or installations in the Central Garbage Room (eg install an enclosure for your garbage receptacles). You must:

- (a) comply with those requirements at your cost; and



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- (b) maintain, repair and, where necessary, replace any alterations or installations under this clause 59.6 which service your Commercial Lot (whether or not you made them).

59.7 Obligations of the Committee

Subject to your obligations under this clause, the Committee must maintain, repair and clean the Commercial Garbage Rooms.

60 Water consumption and supply

60.1 Overview of water supply

Waldorf By The Sea is serviced by two Council water meters. Various meters and sub-meters throughout Waldorf By The Sea measure water consumption by Members and are read and recorded by the Committee according to this clause.

60.2 Water Supply System

The Water Supply System includes water meters and sub-meters (and pipes, wires, cables and ducts servicing them). It is a Shared Facility. The costs for the Water Supply System are apportioned between Members according to Schedule 1 ("List of Shared Facilities") and Schedule 2 ("Division of costs for Shared Facilities").

60.3 Water Consumption

Water Consumption is also a Shared Facility. Costs for Water Consumption are paid by Members on a user pay system, based on meter and sub-meter readings. Despite anything to the contrary in this strata management statement, if you are a Member you must contribute towards actual water consumption costs according to meter and sub-meter readings in accordance with clause 44.2 ("Water Consumption and Insurance").

60.4 Obligations of the Committee

The Committee must:

- (a) regularly read and record water usage recorded by the Water Supply System meters and sub-meters which measure Water Consumption; and
- (b) regularly give you accounts for your contribution towards Water Consumption.

60.5 Advance payments

To ensure that the Committee has sufficient funds to pay for Water Consumption, the Committee may:

- (a) require you to make advance payments on account of your future Water Consumption (as assessed by the Committee acting reasonably); and



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- (b) include amounts for advance payments in your Administrative Fund contribution.

60.6 Overpayments

If you pay for Water Consumption in advance, the Committee must apply any overpayment you make towards the costs of your next Water Consumption payment.

60.7 Underpayments

If you pay your Water Consumption costs in advance but the amount you pay is not sufficient to pay for the actual cost, you must immediately pay the Committee any shortfall.

61 Using the Pool and Gymnasium

61.1 Interpreting this clause

In this clause 61, "you" means the Owner or Occupier of C2 and R.

61.2 Who may use the Pool and Gymnasium

You may use the Pool and Gymnasium according to this clause and any Rules made by the Committee. You:

- (a) may allow your visitors to use the Pool and Gymnasium if you accompany them at all times; and
- (b) if you are the Owner or Occupier of a Commercial Lot, must not allow your employees, clients or customers to use the Pool or Gymnasium.

61.3 Conditions for using the Pool and Gymnasium

You may use the Pool and Gymnasium only during the hours nominated by the Committee. You must:

- (a) ensure that an adult exercising effective control accompanies children under 18 who are in your care when the children use or are in the Pool and Gymnasium; and
- (b) be adequately clothed when you use or are the Pool and Gymnasium.

61.4 Some prohibitions

You must not:

- (a) bring glass (eg drinking glasses) or sharp objects into the Pool and Gymnasium; or
- (b) do anything that might be dangerous when you are in the Pool and Gymnasium; or



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- (c) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of the Pool and Gymnasium by other Owners and Occupiers; or
- (d) bring food or drink into the Pool and Gymnasium (other than non-alcoholic drinks in plastic containers); or
- (e) hold parties or other functions (eg swimming or gym classes) in the Pool and Gymnasium without consent from the Committee.

62 Using the Volleyball Court

62.1 Interpreting this clause

In this clause 62, "you" means the Owner or Occupier of C2 and R.

62.2 Who may use the Volleyball Court

You may use the Volleyball Court according to this clause and any Rules made by the Committee. You:

- (a) may allow your visitors to use the Volleyball Court if you accompany them at all times; and
- (b) if you are the Owner or Occupier of a Commercial Lot, must not allow your employees, clients or customers to use the Volleyball Court.

62.3 Conditions for using the Volleyball Court

You may use the Volleyball Court only during the hours nominated by the Committee. You must:

- (a) ensure that an adult exercising effective control accompanies children under 18 who are in your care when the children use or are in the Volleyball Court; and
- (b) book the use of the Volleyball Court with the person appointed by the Committee.

62.4 Some prohibitions

You must not:

- (a) bring glass (eg drinking glasses) or sharp objects into the Volleyball Court; or
- (b) do anything that might be dangerous when you are in the Volleyball Court; or
- (c) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of the Volleyball Court by other Owners and Occupiers; or



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- (d) bring food or drink into the Volleyball Court (other than non-alcoholic drinks in plastic containers).

63 Using the Terrace and Barbecue Areas

63.1 Interpreting this clause

In this clause 63, "you" means the Owner or Occupier of C2 and R.

63.2 Who may use the Terrace and Barbecue Areas

You may use the Terrace and Barbecue Areas according to this clause and any Rules made by the Committee. You:

- (a) may allow your visitors to use the Terrace and Barbecue Areas if you accompany them at all times; and
- (b) if you are the Owner or Occupier of a Commercial Lot, must not allow your employees, clients or customers to use the Terrace and Barbecue Areas.

63.3 Conditions for using the Terrace and Barbecue Areas

You may use the Terrace and Barbecue Areas only during the hours nominated by the Committee. You must ensure that an adult exercising effective control accompanies children under 18 who are in your care when the children use or are in the Terrace and Barbecue Areas.

63.4 Some prohibitions

You must not:

- (a) do anything that might be dangerous when you are in the Terrace and Barbecue Areas; or
- (b) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of the Terrace and Barbecue Areas by other Owners and Occupiers; or
- (c) hold parties or other functions in the Terrace and Barbecue Areas without consent from the Committee.

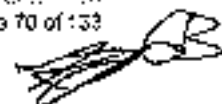
64 Using the Conference Room

64.1 Interpreting this clause

In this clause 64, "you" means the Owner or Occupier of C2 and R.

64.2 Who may use the Conference Room

You may use the Conference Room according to this clause and any Rules made by the Committee.



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64.3 Conditions for using the Conference Room

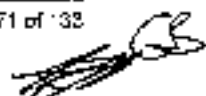
You may use the Conference Room only during the hours nominated by the Committee. You must:

- (a) book the use of the Conference Room with the person appointed by the Committee; and
- (b) provide the Committee or its representative with the numbers of people using the Conference Room and the intended hours of use.

64.4 Some prohibitions

You must not:

- (a) bring food or drink into the Conference Room (other than non-alcoholic drinks in plastic containers); or
- (b) cause damage to the Conference Room.



Strata Management Statement for Waldorf By The Sea Contents

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Part 7 Miscellaneous

65 How to resolve Disputes

65.1 Interpretation

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

65.2 Resolution of Disputes

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

65.3 Dispute Notice

A party may give another party a Dispute Notice if they are unable to resolve their Dispute under clause 65.2 ("Resolution of Disputes"). In the Dispute Notice the party must:

- (a) describe what the Dispute is about; and
- (b) identify the provisions of this strata management statement or the law that apply to the Dispute; and
- (c) state the position of the party; and
- (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.

65.4 Negotiation

Within 10 Business Days after a party gives a Dispute notice, the parties to the Dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If they cannot agree on the time and place, they must meet to try to resolve the Dispute by negotiation:

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- (a) at 2.00 pm on the date which is 10 Business Days after the Dispute notice was given; and
- (b) at Waldorf By The Sea or by telephone conference.

65.5 Referring a Dispute to expert determination

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

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

65.6 Appointing an expert

If the parties cannot agree on an expert within five Business Days after a party gives a Determination Notice, a party may ask the chairperson of Institute of Strata Title Management Limited to:

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

65.7 Instructions to the expert

The parties must instruct the expert to:

- (a) act as an expert and not as an arbitrator; and
- (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.

65.8 Conducting expert determination

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

65.9 Expert determination

The expert:

- (a) is not bound to observe the rules of natural justice or the rules of evidence; and
- (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.

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65.10 Binding effect

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

65.11 Costs

The parties to the Dispute must pay their own costs in connection with the Dispute (unless the expert decides otherwise).

66 How to serve notices

66.1 Methods of serving notices

Subject to the provisions in this strata management statement about convening and serving notices on Member of Meetings and Emergency Meetings, a notice must be:

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

66.2 When does a notice take effect?

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

66.3 Receipt - post

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

66.4 Receipt - fax

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

66.5 Form of notices

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

66.6 Receipt - general

Despite clauses 66.3 ("Receipt - post") and 66.4 ("Receipt - fax"), if a notice is received after 5.00pm in the place of receipt or on a non-Business Day, it is taken to be received at 9.00am on the next Business Day.

67 GST

67.1 Amounts are exclusive of GST

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

67.2 Obligation to pay GST

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

67.3 Differences in amounts

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

67.4 Reimbursement

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

68 General

68.1 Discretion in exercising rights

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

68.2 Partial exercise of rights

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

68.3 Approvals and consents

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

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68.4 Conflict of interest

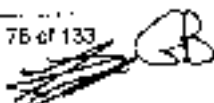
The Committee, Members, Owners and Occupiers may exercise their rights and remedies under this strata management statement even if this involves a conflict of duty or a party has a personal interest in their exercise.

68.5 Remedies cumulative

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

68.6 Severability

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



Strata Management Statement for Waldorf By The Sea Contents

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Part 8 Dictionary

69 Definitions

These meanings, in any form, apply unless the contrary intention appears:

A means strata scheme no. 69927.

A Owners Corporation means The Owners - Strata Plan No. 69927.

Acoustic Standards are the standards in clause 6 ("Acoustic Standards") of the Architectural Code.

Administrative Fund means the fund established by the Committee according to clause 41 ("What funds must the Committee establish?") to pay for the day-to-day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Sinking Fund costs.

Air Conditioner means a stand alone split system air conditioner and includes all condenser and package units, cables, conduits, pipes and wires which are located in a Commercial Lot within A or in and affixed to Common Property and exclusively service the Commercial Lot within A.

Apartment means a strata lot in C2 and R (in existence from time to time).

Appointment Form means a form in or to the effect of the form in schedule 4 ("Appointment Form") to appoint Representatives and Substitute Representatives.

Architectural Code means the architectural code for Waldorf By The Sea in schedule 3 ("Architectural Code").

Architectural Standards means the standards in clause 4 ("Architectural Code and Architectural Standards") of the Architectural Code.

Architectural Works has the same meaning as it does in clause 3.2 ("Architectural Works") of the Architectural Code.

B means stratum lot no. ~~[insert number]~~ in DP ~~[insert number]~~.
lot no 13 in DP 106175

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B Owner means the owner of B (being the Council and its successors in title).

Balcony includes a terrace and a courtyard.

Budget means a budget for the Administrative Fund or the Sinking Fund prepared by the Committee according to clause 43 ("Preparing Budgets").

Building Services Plans means the plans included in Schedule 8.

Building Standards means the standards in clause 6 ("Building Standards and Building Works") of the Architectural Code.

Building Works has the same meaning as it does in clause 6.3 ("Types of Building Works") of the Architectural Code.

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

By-Laws means the by-laws for a Strata Scheme according to the Management Act.

C2 means the strata scheme created on subdivision of lot ~~12~~ ^{12 GB} in DP ~~1061775~~ ^{1061775 GB} by Strata Plan.

C2 Owners Corporation means the owners corporation created on registration of a Strata Plan for C2.

Carpark Security Key means a key, magnetic card or other device or information to open and close the Residential Boomgate or to operate the security systems associated with the Residential Boomgate according to clause 31 ("Provisions of Carpark Security Keys").

Central Garbage Room means the garbage room located on the ground level of B.

Chairperson means the chairperson of the Committee.

Commercial Accessway has the same meaning as it does in Schedule 1 ("List of Shared Facilities").

Commercial Lot means a strata lot in A and in C2 (in existence from time to time).

Committee means the building management committee established and maintained by the Members under clause 6 ("The Committee") and required by the Development Act.

Common Property means common property in a Strata Scheme as that term is defined in the Management Act. For the purposes of this strata management statement, Common Property does not include common property which is or forms part of a Shared Facility.

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Condensor means a condensor unit and associated cables, conduits, switches and other items forming part of an Air Conditioner located on part of B. See clause 29 ("Installing Air Conditioners") for more information.

Conference Room has the same meaning as it does in Schedule 1 ("List of Shared Facilities").

Council means Wyong Shire Council (ABN 47 054 613 735).

Current Address for a Member, Owner or Occupier means the address shown on the last Membership Form served on the Committee in respect of the Member, Owner or Occupier.

Current Fax Number for a Member, Owner or Occupier means the fax number shown on the last Membership Form served on the Committee in respect of the Member, Owner or Occupier.

Determination Notice means a written notices given by a party to a Dispute according to clause 65.9 ("Expert Determination").

Developer means Coral Resorts Pty, Limited (ABN 50 095 084 281) and its assigns.

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

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

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

Dispute Notice means a written notice of a Dispute given by a party to a Dispute according to clause 65.3 ("Dispute Notice").

Easements means the easements, restrictions on use and positive covenants benefiting or burdening parts of Waldorf By The Sea.

Emergency Meeting means a meeting convened in an emergency according to part 4 ("Meeting procedures and resolutions").

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External Appearance means the appearance of any external surface of a Strata Scheme, Apartment, Commercial Lot or Common Property which is visible from outside the buildings in Waldorf By The Sea (eg the façade, a Shopfront or a Balcony).

External Appearance Building Works has the same meaning as it does in clause 4.5 ("External Appearance Building Works") of the Architectural Code.

Financial Year means a financial year of the Committee determined according to clause 42 ("Financial Years").

Fire Safety Device means any item in Waldorf By The Sea (eg part of the integrated fire system for Waldorf By The Sea) which:

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

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

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

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

Gymnasium has the same meaning as it does in Schedule 1 ("List of Shared Facilities").

Insurance means the insurances effected by the Committee (or the Members) for Waldorf By The Sea according to the Management Act and this strata management statement. It includes building insurance and public liability insurance for Shared Facilities. See Schedule 1 ("List of Shared Facilities") for more information.

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

Meeting means a meeting of the Committee held according to part 4 ("Meeting procedures and resolutions"). A Meeting includes a meeting held in writing according to clause 35.7 ("Special provisions for Meetings held in writing").

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

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

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

Members means:

- (a) the A Owners Corporation; and
- (b) the B Owner; and
- (c) the C3 Owners Corporation; and
- (d) R Owners Corporation.

Membership Form means a form in or to the effect of the form in Schedule 6 ("Membership Form") to notify the Committee of new Members or changes to a Member's contact details.

Occupier means the occupier, lessee or licensee of an Apartment or a Commercial Lot.

Officer means the Secretary, Treasurer or Chairperson.

Outstanding Levy Certificate means a certificate provided by the Committee according to clause 15 ("Providing Outstanding Levy Certificates").

Owner means:

- (a) an owner or mortgagee in possession of a Stratum Lot;
- (b) an owner or mortgagee in possession of an Apartment or Commercial Lot; and
- (c) if a Stratum Lot is subdivided or resubdivided, the owner for the time being of the new lots.

Owners Corporation means an owners corporation under the Management Act created on registration of a Strata Plan (being the A Owners Corporation).

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the R Owners Corporation, and the C2 Owners Corporation upon creation of each).

Pool has the same meaning as it does in Schedule 1 ("List of Shared Facilities").

Proxy Form means a form in or to the effect of the proxy form in Schedule 5 ("Proxy Form").

R means the strata scheme created on subdivision of lot ¹¹ ~~[insert number]~~ in DP ^{1061775 GB} ~~[insert number]~~ by Strata Plan.

R Owners Corporation means the owners corporation created on registration of a Strata Plan for R.

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

Residential Hoongate has the same meaning as it does in Schedule 1 ("List of Shared Facilities").

Residential Shared Facilities means those Shared Facilities which are used only by C2 and R Owners Corporations and Owners and Occupiers of C2 and R.

Resolution means a motion passed at a Meeting or an Emergency Meeting by a majority of votes cast by Members Entitled to Vote.

Rules means rules made by the Committee according to clause 7.4 ("Making Rules") about the management, operation, maintenance and control of Waldorf By The Sea and Shared Facilities.

Secretary means the secretary of the Committee.

Security Key means a key, magnetic card or other device or information used in Waldorf By The Sea:

- (a) to open and close Shared Facility doors, gates or locks; or
- (b) to operate Shared Facility alarms, security systems or communication systems; or
- (c) which is used for the integrated security system servicing Waldorf By The Sea.

Service Contractor means a person who provides services to the Committee including operational, maintenance, repair and replacement services for Shared Facilities.

Shared Facilities means:

- (a) the items in clause 51.2 ("What do Shared Facilities include?") and Schedule 1 ("List of Shared Facilities"), including Residential Shared Facilities; and

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- (h) services, facilities, machinery, equipment and other items used by more than one Member; and
- (c) costs for items like the Strata Manager, the Site Manager and premiums for insurances effected by the Committee; and
- (d) other facilities and services nominated by or according to this strata management statement as Shared Facilities.

Shared Facilities Plan means the plan in Schedule 7 ("Shared Facilities Plan").

Shopfront means external surfaces included in a Commercial Lot including any windows, aluminium frames and glass panes comprising the street frontage or first floor glass façade.

Significant Sum means the amount calculated in accordance with the following formula:

- (a) $SS = \$4,000 \times A/B$
- (b) Where:
- (c) SS means the Significant Sum.
- (d) A means the Consumer Price Index all groups for New South Wales last published as at the date of the proposed expenditure.
- (e) B means the said Consumer Price Index as at 30 June 2003.

Sinking Fund means the fund established by the Committee according to clause 41.2 ("Sinking Fund") to pay for the renewal and replacement of Shared Facilities.

Site Manager means the site manager appointed by the Committee according to clause 11 ("Appointing a Site Manager") to assist the Committee perform its functions in relation to Shared Facilities.

Standing Approvals means approvals granted by the Committee or an Owners Corporation according to clause 8 ("Approval process") of the Architectural Code.

Strata Manager means the strata managing agent appointed by the Committee under clause 10 ("Appointing a Strata Manager") to assist in the management of Waldorf By The Sea and to perform functions for the Committee.

Strata Plan means a strata plan under the Development Act.

Strata Scheme means a strata scheme under the Development Act.

Stratum Lot means a lot in Waldorf By The Sea which has not been subdivided by a Strata Plan.

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

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

Terrace and Barbecue Areas has the same meaning as it does in Schedule 1 ("List of Shared Facilities").

Treasurer means the treasurer of the Committee.

Unanimous Resolution means:

- (a) in relation to a motion other than a motion regarding Residential Shared Facilities, no Member Entitled To Vote votes against the motion; and
- (b) in relation to a motion regarding Residential Shared Facilities, no Member permitted to vote according to clause 37.2 ("Restrictions on voting") votes against the motion.

Volleyball Court has the same meaning as it does in Schedule 1 ("List of Shared Facilities").

Waldorf By The Sea means the land and buildings comprised in lot 2 in ^{GS} DP1047260 and lots 11, 12 and 13 in DP1047260 ¹⁰⁵¹⁷⁷⁵ ~~DP1047260~~ ~~and any lots created by further subdivision of those lots.~~ ~~plan to be registered before SMS]~~ (and any lots created by further subdivision of those lots). ^{GS}

Water Consumption means the actual amount of water, as recorded on the meters and sub-meters forming part of the Water Supply System, used by or supplied to each Strata Scheme and Stratum Lot.

Water Supply System means the meters, sub-meters, pipes, wires, cables and ducts which:

- (a) provide water to Strata Schemes and Stratum Lots other than Lot B; and
- (b) measure water consumption by Strata Schemes and Stratum Lots other than Lot B.

It does not include:

- (c) costs for Water Consumption; or
- (d) pipes, wires, cables and ducts which provide water exclusively to an Apartment or Commercial Lot (ie are not shared between two or more Apartments or Commercial Lots or a Strata Scheme and a Stratum Lot).

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70 Interpretation

70.1 References to certain terms

Unless the contrary intention appears, a reference in this strata management statement to:

- (a) **(variations or replacement)** a document (including this strata management statement) includes any variation or replacement of it; and
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this strata management statement; and
- (c) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (d) **(singular includes plural)** the singular includes the plural and vice versa; and
- (e) **(you)** the word "you" means a Member, an Owner, an Occupier, or the Strata Manager; and
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency; and
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) **(calculation of time)** if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and
- (i) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; and
- (j) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and
- (k) **(next day)** if an act under this strata management statement to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day; and
- (l) **(next Business Day)** if an event under this strata management statement must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.



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70.2 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this strata management statement.



Strata Management Statement for Waldorf By The Sea

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Contents

Schedule 1 - List of Shared Facilities

Part 6 ("Shared Facilities") of this strata management statement has important provisions about the use and operation of Shared Facilities. The table below should be considered in the context of part 6.

SF	Shared Facility	Description	Used by
SF1	<i>Electrical infrastructure</i>	<p><i>Electrical infrastructure includes:</i></p> <p>(a) <i>the MDF room located on Ground Floor at east side beneath car ramp to next level</i></p> <p>(b) <i>electrical distribution boards located on each level servicing lots to that level.</i></p> <p>(c) <i>all electrical meters and sub-meters located in the main switchroom; and</i></p> <p>(d) <i>electrical wires, cables and ducts exclusively servicing Shared Facilities; and</i></p> <p>(e) <i>electrical wires, cables and ducts which service more than one component of Waldorf By The Sea (eg A and R); and</i></p> <p>(f) <i>electrical consumption for Shared Facilities.</i></p> <p><i>Electrical infrastructure excludes:</i></p>	<p><i>For items (a) and (b), all Members, Owners and Occupiers.</i></p> <p><i>For items (c) and (e), all Members, Owners and Occupiers except B Owner.</i></p> <p><i>For items (d) and (f), all Members Owners and Occupiers, except B Owner has use of stairwells 1 to 5 only.</i></p>



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SF	Shared Facility	Description	Used by
		<ul style="list-style-type: none"> costs for electrical consumption by Members, Owners and Occupiers, and 	
		<ul style="list-style-type: none"> electrical wires, cables and ducts which are for the exclusive use of a Member, an Owner or an Occupier. <p><i>This Shared Facility is shown in the Building Services Plans.</i></p>	
SF2	Fire system	<p>The fire system is an integrated system located throughout Waldorf By The Sea. It includes:</p> <ul style="list-style-type: none"> (a) fire hydrant system, which includes all booster pumps, valves, storage tanks and pipework associated with the fire hydrant system; and (b) hose reels and fire extinguishers; and (c) emergency exit lighting system including all light fittings, batteries and other components forming part of the emergency exit lighting system; and (d) fire stairs; and (e) all other items and features associated with the integrated fire system for Waldorf By The Sea. 	<p>For items (a), (c) and (d), all Members, Owners and Occupiers. For items (b) and (e), all Members, Owners and Occupiers except B Owner.</p>



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SF	Shared Facility	Description	Used by
		<p>The fire system does not include additional fire safety equipment or services installed in Waldorf By The Sea by a Member, Owner or Occupier.</p> <p>The fire stairs component of this Shared Facility is shown as "SF2" in the Shared Facilities Plan.</p> <p>Components of this Shared Facility are also shown in the Building Services Plans.</p>	
SF3	Garbage services	<p>This Shared Facility includes:</p> <p>(a) the Central Garbage Room located on north wall on Ground level; and</p> <p>(b) Common Property garbage chutes; and</p> <p>(c) Residential garbage room located behind lift shafts on Ground Level with garbage chute connection to Units above.</p> <p>This Shared Facility is shown as "SF3" in the Shared Facilities Plan.</p>	<p>For items (a) and (b), All Members, Owners and Occupiers except B Owner (subject to clauses 57 ("Residential garbage storage and removal") and 58 ("Commercial garbage storage and removal")).</p> <p>For item (c), C2 and R Owners Corporations and Occupiers of C2 and R.</p>
SF4	MDF room on ground level	<p>This Shared Facility includes:</p> <p>(a) the master data logging system for the gas supply to all the Apartments located in the MDF room on the ground level</p> <p>(b) main gas regulator; and</p>	R Owners Corporation and Occupiers with R only.

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SF	Shared Facility	Description	Used by
		<p>(c) gas pipes, wires, cables and ducts exclusively servicing Shared Facilities; and</p> <p>(d) gas pipes, wires, cables and ducts which service more than one component of Waldorf By The Sea (eg A and R).</p> <p>Gas infrastructure excludes:</p> <ul style="list-style-type: none"> • costs for gas consumption; and • gas pipes, wires, cables and ducts which are for the exclusive use of a Member, an Owner or an Occupier <p>This Shared Facility is shown in the Building Services Plans.</p>	
SFS	Insurance	<p>Costs for insurance include:</p> <p>(a) building insurance premiums; and</p> <p>(b) machinery breakdown insurance premiums; and</p> <p>(c) public liability insurance premiums for Shared Facilities; and</p> <p>(d) premiums for other insurances effected by the Committee according to this strata management statement; and</p> <p>(e) excesses on insurance policies effected by the Committee. and</p>	<p>For item (a), all Members, Owners and Occupiers.</p> <p>For items (b), (c), (d), (e), (f), (g) and (h), all Members, Owners and Occupiers except B Owner.</p>

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SF	Shared Facility	Description	Used by
		<p>(f) valuations for Waldorf By The Sea for insurance purposes; and</p> <p>(g) insurance brokers; and</p> <p>(h) other costs incurred by the Committee for insurances for Waldorf By The Sea. Shared Facilities and under the Easements.</p>	
SF6	Lift 3	<p>This Shared Facility relates to Lift No. 3 only and includes:</p> <p>(a) lift motor rooms; and</p> <p>(b) lift lobbies; and</p> <p>(c) lift cars; and</p> <p>(d) all wires, cables and ducts for the operation of the lifts.</p> <p>This Shared Facility is shown as "SF6" in the Shared Facilities Plan.</p>	Owner and Occupiers of B
SF7	Loading Bays	<p>The Loading Bays are located on level 3. It includes line marking and signs in the Loading Bays (including directional signs to the Loading Bays).</p> <p>This Shared Facility is shown as "SF7" in the Shared Facilities Plan.</p>	C2 and R Owners Corporations and Occupiers of C2 and R.
SF8	Security system	<p>The security system includes all security items giving access to Shared Facilities. It includes:</p> <p>(a) Security Keys; and</p>	C2 and R Owners Corporations and Occupiers of C2 and R.

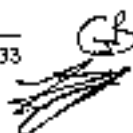
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SF	Shared Facility	Description	Used by
		<p>(b) the security roller shutter, boomgates and intercoms giving access to the upper carpark level of Waldorf By The Sea, and</p> <p>(c) wires, cables and ducts used to operate those boomgates and intercoms; and</p> <p>(d) security devices giving access to Shared Facility lifts.</p> <p><i>This Shared Facility is shown in the Building Services Plans.</i></p>	
SF9	Strata management services	<p>Strata management services include the services provided by the Strata Manager to the Committee. Costs for strata management services include costs for:</p> <p>(a) management and other fees which the Committee must pay to the Strata Manager; and</p> <p>(b) audit and accounting fees incurred by the Committee in performing its functions; and</p> <p>(c) costs incurred by the Committee to maintain its records and bank accounts.</p>	All Members, Owners and Occupiers.
SF10	Water Consumption	<p>Water Consumption is the actual amount of water supplied to each Strata Scheme, Apartment and Commercial Lot (as measured by the meters and sub-meters forming part of the Water Supply System).</p>	All Members, Owners and Occupiers, except B Owner.



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SF	Shared Facility	Description	Used by
SF11	Water Supply System	<p>This Shared Facility measures Water Consumption for each Strata Scheme, Apartment and Commercial Lot. See the definition of Water Supply in clause 64 ("Definitions") for more information.</p> <p>This Shared Facility is shown in the Building Services Plans.</p>	All Members, Owners and Occupiers except B Owner.
SF12	Stormwater/ Pollution Tank	<p>This Shared Facility includes:</p> <p>(a) two precast concrete pollution control tanks; and</p> <p>(b) two precast concrete silt trap pits.</p> <p>One of each of the above is located beneath the concrete ground floor slab at the north-west and south-east corners of Waldorf By The Sea</p> <p>The pollution control tanks component of this Shared Facility is shown as "SF12" in the Shared Facilities Plan.</p> <p>Components of this Shared Facility are also shown in the Building Services Plans.</p>	All Members, Owners and Occupiers.
SF13	Sewer	<p>This Shared Facility consists of a sewer pipe drainage system under the ground floor slab with final connection to the public main at Duffy's Lane.</p> <p>This Shared Facility is shown in the Building Services Plans.</p>	All Members, Owners and Occupiers.
SF14	Hydrant	<p>This Shared Facility includes:</p> <p>(a) a fire hydrant system; and</p> <p>(b) a fire hydrant pump assembly.</p>	All Members, Owners and Occupiers.



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SF	Shared Facility	Description	Used by
		<p>The system connects directly to the street mains on Coral Street and is not metered.</p> <p>This Shared Facility is shown in the Building Services Plans.</p>	
SF15	Carpark ramps and accessway	<p>This Shared Facility includes ramps and accessway located between:</p> <p>(a) ground floor and level 1; and</p> <p>(b) level 1 and level 2.</p> <p>This Shared Facility is shown as "SF15" in the Shared Facilities Plan.</p>	All Members, Owners and Occupiers except A Owners Corporation and Occupiers within A.
SF16	Commercial Accessway	<p>This Shared Facility consists of an accessway located on the ground floor, beginning from the end of the Right of Carriageway included in the Easements, extending to the boundary of each of the Commercial Lots in A.</p> <p>This Shared Facility is shown as "SF16" in the Shared Facilities Plan.</p>	A Owners Corporation and Occupiers within A only.
SF17	Lifts 1 and 2	<p>This Shared Facility includes:</p> <p>(a) lift motor room; and</p> <p>(b) lift lobbies (including a reception area and foyer); and</p> <p>(c) lift cars; and</p> <p>(d) all wires, cables and ducts for the operation of the lifts.</p> <p>This Shared Facility is shown as "SF17" in the Shared Facilities Plan.</p>	C2 and R Owners Corporations and Occupiers within C2 and R.
SF18	Linen Room	This Shared Facility is located	C2 and R Owners Corporations and

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SF	Shared Facility	Description	Used by
		<p>on level 3 and includes:</p> <p>(a) a linen room; and</p> <p>(b) accessway to the linen room.</p> <p>This Shared Facility is shown as "SF18" in the Shared Facilities Plan.</p>	Occupiers within C2 and R
SF19	Pool	<p>This Shared Facility is located on level 4 and includes:</p> <p>(a) a swimming pool; and</p> <p>(b) pool terrace areas,</p> <p>(c) picnic and sheltered areas.</p> <p>This Shared Facility is shown as "SF19" in the Shared Facilities Plan.</p>	C2 and R Owners Corporations and Occupiers within C2 and R.
SF20	Volleyball court	<p>This Shared Facility is located on level 4 and consists of a volleyball court.</p> <p>This Shared Facility is shown as "SF20" in the Shared Facilities Plan.</p>	C2 and R Owners Corporations and Occupiers within C2 and R.
SF21	Terrace and barbecue areas	<p>This Shared Facility is located on level 4 and includes:</p> <p>(a) fixed shaded areas; and</p> <p>(b) picnic areas; and</p> <p>(c) plant boxes.</p> <p>This Shared Facility is shown as "SF21" in the Shared Facilities Plan.</p>	C2 and R Owners Corporations and Occupiers within C2 and R.
SF22	Conference Room	<p>This Shared Facility is located on level 3 and consists of a conference room.</p> <p>This Shared Facility is shown as "SF22" in the Shared Facilities Plan.</p>	C2 and R Owners Corporations and Occupiers within C2 and R.

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SF	Shared Facility	Description	Used by
SF23	Gymnasium	<p>This Shared Facility is located on level 3 and consists of a gymnasium.</p> <p>This Shared Facility is shown as "SF23" in the Shared Facilities Plan.</p>	C2 and R Owners Corporations and Occupiers within C2 and R.
SF24	Residential Boomgate	<p>This Shared Facility includes:</p> <ul style="list-style-type: none"> (a) a security boomgate located on [level 2]; and (b) the Carpark Security Keys for the operation of the security boomgate. 	C2 and R Owners Corporations and Occupiers within C2 and R.
SF25	MATV System	<p>This Shared Facility includes:</p> <ul style="list-style-type: none"> (a) TV antennae and Focxel satellite dish located on the roof; (b) cable distribution network connecting to the outlet in each unit in C2 and R; (c) Focxel switchboard and control equipment located on level 3; and (d) costs and fees incurred by the Committee according to the licensing agreement for the provision of cable television to Waldorf By The Sea. 	C2 and R Owners Corporations and Occupiers of C2 and R.



Strata Management Statement for Waldorf By The Sea

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Schedule 2 - Division of Costs for Shared Facilities

Item	Shared Facility	A	B	C2	R	Method of Dividing Costs
SF1	<i>Electrical infrastructure items (a) and (b)</i>	4%	28%	10%	58%	Distribution based on estimated benefit
	<i>Electrical infrastructure items (c) and (e)</i>	4%	Nil	14%	82%	Distribution based on estimated benefit
	<i>Electrical infrastructure items (d) and (f)</i>	4%	3% [Stairwells 1-5 only]	13%	80%	Distribution based on estimated benefit
SF2	<i>Fire system items (a), (c) and (d)</i>	4%	28%	5%	63%	Estimated relative proportion of contribution to operating costs
	<i>Fire system items (b) and (e)</i>	4%	Nil	14%	82%	Estimated relative proportion of contribution to operating costs
SF3	<i>Garbage services</i>	5%	Nil	7%	88%	Estimated relative proportion of contribution to operating costs
SF4	<i>MDF room on ground level</i>	Nil	Nil	100%	Nil	Estimated relative proportion of contribution to operating costs

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Item	Shared Facility	A	B	C2	R	Method of Dividing Costs
SF5	<i>Insurance</i>	*	*	*	*	*As per Management Act, each Member contributes according to the relative proportion of the replacement cost of the Member.
SF6	<i>Lift 3</i>	Nil	100%	Nil	Nil	Distribution based on estimated benefit
SF7	<i>Loading Bay</i>	Nil	Nil	25%	75%	Distribution based on estimated benefit
SF8	<i>Security system</i>	Nil	Nil	20%	80%	Distribution based on estimated benefit
SF9	<i>Strata management services</i>	2%* Note 1	1% Note 1	2% Note 1	95% Note 1	Distribution based on estimated benefit
SF10	<i>Water Consumption</i>	*	*	*	*	*Actual Usage measured and paid for by Members according to submeter readings
SF11	<i>Water Supply System</i>	5%	Nil	7%	88%	Estimated relative proportion of contribution to operating costs
SF12	<i>Stormwater Pollutant Tanks</i>	5%	1%	6%	88%	Estimated relative proportion of contribution to operating costs



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Item	Shared Facility	A	B	C2	R	Method of Dividing Costs
SF13	Sewer	4%	2%	6%	88%	Distribution based on estimated benefit
SF14	Hydrant	2%	28%	7%	63%	Distribution based on estimated benefit
SF15	Carpark ramps and accessway	Nil	80%	3%	17%	Distribution based on estimated benefit
SF16	Commercial Accessway	100%	Nil	Nil	Nil	Distribution based on estimated benefit
SF17	Lifts 1 and 2	Nil	Nil	14%	86%	Distribution based on estimated benefit
SF18	Linen room	Nil	Nil	14%	86%	Distribution based on estimated benefit
SF19	Pool	Nil	Nil	14%	86%	Distribution based on estimated benefit
SF20	Volleyball court	Nil	Nil	14%	86%	Distribution based on estimated benefit
SF21	Terrace and barbecue areas	Nil	Nil	14%	86%	Distribution based on estimated benefit
SF22	Conference room	Nil	Nil	14%	86%	Distribution based on estimated benefit
SF23	Gymnasium	Nil	Nil	14%	86%	Distribution based on estimated benefit
SF24	Residential Bonnygate	Nil	Nil	14%	86%	Distribution based on estimated benefit

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Item	Shared Facility	A	B	C2	R	Method of Dividing Costs
SF25	MATV System	Nil	Nil	14%	86%	Distribution based on estimated benefit

Note 1: While Council remains the Owner of B, the contribution of B Owner must not exceed \$1,000.00 per annum. Any shortfall in levy resulting from this maximum limit must be recovered from the other Owners in shares proportional to their allocated liability.

Note 2: In relation to each Shared Facility, the percentages shown in this Schedule apply only to those specific items which are used by each Member as shown in the "Used by" column in Schedule 1.

Strata Management Statement for Waldorf By The Sea

Schedule 3- Architectural Code

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1 Overview

1.1 Why have an Architectural Code?

The primary reasons for having an Architectural Code and controlling building works and the external appearance of Waldorf By The Sea are:

- (a) to preserve the design integrity and architectural quality of Waldorf By The Sea; and
- (b) to recognise the different requirements of the residential and commercial components of Waldorf By The Sea, while having proper regard to the common interest of all Members, Owners and Occupiers; and
- (c) to maintain the high aesthetic standards that make Waldorf By The Sea such an attractive and desirable place in which to live or operate a business; and
- (d) to uphold property values for Owners.

1.2 What does the Architectural Code regulate?

The Architectural Code regulates Architectural Works and Building Works. It contains requirements about things like:

- (a) the External Appearance of Apartments and Commercial Lots; and
- (b) works which you may carry out without consent from the Committee; and
- (c) works which you may carry out only with consent from the Committee; and
- (d) works which you cannot carry out; and
- (e) acoustic requirements and noise control.

1.3 Inconsistencies

If there is an inconsistency between a clause in this strata management statement and the Architectural Code, the clause in the management statement prevails.

1.4 Disputes

The dispute resolution provisions in this strata management statement apply to the Architectural Code and to approvals granted or refused under it.

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1.5 Easements

Despite anything to the contrary in this strata management statement or the Architectural Code, you do not need to obtain approval from the Committee to carry out works or do anything which you are entitled to do under the Easements.

1.6 The Developer

Despite anything to the contrary in this strata management statement or the Architectural Code, the Developer does not have to comply with the Architectural Code while it is an Owner Occupier.

2 Approvals from Government Agencies

2.1 What are your obligations?

You must obtain all necessary approvals from Government Agencies before you carry out any works under the Architectural Code. This includes works for which the Committee has created a Standing Approval.

2.2 When can you apply for consent from Government Agencies?

Subject to this clause, you may apply for approval from a Government Agency to carry out works under the Architectural Code only after you have obtained approval from the Committee.

2.3 Approving applications to Government Agencies

You must not unreasonably refuse to approve or sign an application to a Government Agency if the works contemplated in the application have been approved by the Committee.

3 Carpark

Despite anything to the contrary in this strata management statement or the Architectural Code, Council is the sole determining authority in relation to:

- (a) determining the Architectural Standards;
- (b) giving approval for Architectural Works;
- (c) determining Building Standards;
- (d) giving approval for Building Works; and
- (e) determining a signage policy.

to the extent that these relate to B and the carpark areas of R and C2 (as applicable).

4 Architectural Standards and Architectural Works

4.1 Objectives of the Architectural Standards

The purpose of the Architectural Standards is to ensure that you do not place, install or retain anything in Waldorf By The Sea:

- (a) which is not in conformity with the appearance of Waldorf By The Sea; or
- (b) which, in the opinion of the Committee acting reasonably, detrimentally affects the External Appearance of Waldorf By The Sea.

This is achieved by setting parameters in the Architectural Standards for items like window coverings, Balcony furniture and other items which are visible from outside buildings in Waldorf By The Sea.

4.2 Architectural Works

You must apply to the Committee for consent to carry out Architectural Works. Architectural Works are anything:

- (a) for which the Architectural Standards in this clause require you to obtain consent; or
- (b) which affects the architectural integrity of Waldorf By The Sea and is not approved under the Architectural Standards; or
- (c) which otherwise changes the External Appearance of Waldorf By The Sea; or
- (d) which are not Building Works.

4.3 Differences to the Building Standards

The Architectural Standards are different to the Building Standards. The Architectural Standards are primarily concerned with the External Appearance of Waldorf By The Sea and changes which may be made to the External Appearance without affecting structures or services. For example, the Architectural Standards deal with the types of curtains and other window coverings in Apartments and Commercial Lots. The Building Standards, on the other hand, are concerned with alterations to buildings, structures and services.

4.4 Changing the External Appearance of Waldorf By The Sea

Subject to this clause, you must have obtain consent from the Committee to do anything which changes the External Appearance of Waldorf By The Sea.

4.5 Powers of the Committee

The Committee has the power to require you to remove any item you have placed, installed or retained in your part of Waldorf By The Sea if it alters the External Appearance of Waldorf By The Sea if:

- (a) you do not have consent from the Committee or relevant Government Agencies ; or
- (b) it detrimentally affects the External Appearance of Waldorf By The Sea.

4.6 Window coverings and blinds

The Committee must adopt a co-ordinated approach to the installation of curtain linings or any treatment to the insides of windows and doors in Apartments and Commercial Lots (including Shopfronts).

4.7 Curtains, blinds and other window coverings in Apartments and Commercial Lots

If you are the Owner or Occupier of an Apartment or a Commercial Lot, you:

- (a) may install curtains, blinds, louvres, shutters and other window and door treatments on or in your Apartment or Commercial Lot provided they have an appearance from outside the Apartment or Commercial Lot which is in conformity with the general appearance of Waldorf By The Sea; and
- (b) are of a quality commensurate to or better than the quality of Waldorf By The Sea.

You must have consent from the Committee and the Owners Corporation to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in this clause.

4.8 Curtains, blinds and other window coverings in Common Property

If you are an Owners Corporation:

- (a) you may install curtains, blinds, louvres, shutters and other window and door treatments in the Common Property of your Strata Scheme provided they have an appearance from outside the Strata Scheme which is in conformity with the general appearance of Waldorf By The Sea; and
- (b) are of a quality commensurate to or better than the quality of Waldorf By The Sea.

You must have consent from the Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in this clause.

4.9 Sun shades

You must have consent from the Committee to install a sun shade, sun blind, awning or other sun shading device:

- (a) in your Apartment, on Common Property or in your Commercial Lot (including Shopfront); or



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- (b) if you are an Owners Corporation, in your Strata Scheme.

4.10 Window treatments

You must have consent from the Committee to place solar film or similar treatments on the internal or external surface of glass windows or doors:

- (a) in your Apartment or Commercial Lot (including Shopfront); or
(b) if you are an Owners Corporation, in your Strata Scheme.

4.11 Balcony furniture and landscaping

You do not need consent from the Committee to keep outdoor furniture on the Balcony of your Apartment provided that the outdoor furniture:

- (a) is in conformity with the general appearance of Waldorf By The Sea; and
(b) is of a quality and finish commensurate to or better than the quality of Waldorf By The Sea.

4.12 Fixing items to a Balcony

You must have consent from the Committee to fix furniture, decorative objects or any other items to the Balcony of your Apartment.

4.13 Maintaining outdoor furniture

You must:

- (a) properly maintain furniture on the Balcony of your Apartment; and
(b) ensure that the furniture is clean and tidy at all times.

4.14 Landscaping on Balconies


You do not need consent from the Committee to keep landscaping on the Balcony of your Apartment provided that all elements of the landscaping (eg planter boxes and plants):

- (a) have an appearance from outside the Apartment which is in conformity with the general appearance of Waldorf By The Sea; and
(b) are of a quality commensurate to and better than the quality of Waldorf By The Sea.

However, you must not fix brackets, hangers, shelves or trellis type structures (or similar fixtures) on the Balcony of your Apartment unless you have consent from the Committee.

4.15 Maintaining landscaping

You must:

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- (a) regularly maintain landscaping on the Balcony of your Apartment; and
- (b) ensure that the landscaping is kept neat and tidy at all times; and
- (c) ensure that no landscaping hangs or grows over the edge of the Balcony; and
- (d) when you water landscaping on the Balcony, ensure that:
 - (i) no water enters another part of Waldorf By The Sea; and
 - (ii) no damage is caused to another part of Waldorf By The Sea.

4.16 Removing Balcony furniture and landscaping

You must immediately remove furniture from the Balcony of your Apartment if:

- (a) you do not comply with your obligations under this clause; or
- (b) the furniture has caused or may cause damage to another part of Waldorf By The Sea.

4.17 Colour schemes and paint work

You must have consent from the Committee to change the colour or surface of any wall, window, door, floor, ceiling or other surface in your Apartment, Commercial Lot or Common Property if:

- (a) the wall, window, door, floor, ceiling or other surface is visible from outside your Apartment and Commercial Lot or Common Property; and
- (b) the proposed colour or surface changes or is not in keeping with the External Appearance of Waldorf By The Sea.

5 Building Standards and Building Works

5.1 Objectives of the Building Standards

The Building Standards are designed to maintain the architectural, structural and fire integrity of Waldorf By The Sea. The purposes of the Building Standards are:

- (a) to maintain the External Appearance of Waldorf By The Sea; and
- (b) to ensure that Building Works are co-ordinated and consistent throughout Waldorf By The Sea; and
- (c) to prevent damage to structures and services in Waldorf By The Sea.

5.2 When do you need consent to carry out work?

You must apply to the Committee for consent to carry out **Building Works**. **Building Works** are all works which affect **Shared Facilities**, **Common Property**, an **Apartment** and **Commercial Lot**:

- (a) which are not approved under the **Building Standards** in this clause; or
- (b) which affect the **External Appearance of Waldorf By The Sea**; or
- (c) which the **Building Standards** in this clause require you to obtain consent; or
- (d) which are not **Architectural Works**.

5.3 Types of Building Works

There are two types of **Building Works** which regulate works carried out in **Waldorf By The Sea**. They are:

- (a) **External Appearance Building Works**; and
- (b) **Shared Facility Building Works**.

5.4 Who grants consent?

You must have consent from the Committee to carry out **External Appearance Building Works** or **Shared Facility Building Works**.

5.5 External Appearance Building Works

You must obtain consent from the Committee before you carry out **External Appearance Building Works**. Subject to this clause, **External Appearance Building Works** are all works in **Common Property**, **Shared Facilities**, an **Apartment** or a **Commercial Lot** which affect (or will affect) the **External Appearance of Waldorf By The Sea**. **External Appearance Building Works** do not include works which are **Shared Facilities Building Works**.

5.6 What is the External Appearance?

The **External Appearance of Waldorf By The Sea** is the appearance of any external surface of a **Strata Scheme**, an **Apartment** and **Commercial Lot** (including **Shopfront**) which is visible from outside the **Strata Scheme**, **Apartment** and **Commercial Lot**.

5.7 Shared Facilities Building Works

You must obtain consent from the Committee before you carry out **Shared Facilities Building Works**. Subject to this clause 4.7, **Shared Facilities Building Works** are all works which affect **Shared Facilities**. **Shared Facilities Building Works** do not include works which are **External Appearance Building Works**.

5.8 Installing security devices

Subject to this clause, you must have consent from the Committee to install security devices including, without limitation, security doors or windows, screens grilles, alarms or locks.

5.9 Security doors and windows

Subject to this clause, the Committee will generally consent to an application to install a security door or window in an Apartment, a Commercial Lot or Common Property if:

- (a) the door or window is finished in a colour that matches the existing door or window frame; and
- (b) the security door or window matches the full size of the existing door or window and does not detract from or dominate the existing detail.

The Committee will generally not consent to the installation of a security door to the entry door to an Apartment.

5.10 Alarms

You may install a security alarm in your Apartment, Commercial Lot or Common Property without consent from the Committee or your Owners Corporation if:

- (a) the alarm is a "back to base" facility; and
- (b) the alarm is silent; and
- (c) the alarm does not have flashing lights; and
- (d) the installation is not attached to or interferes with Common Property (eg is not attached to the ceiling of a Balcony); and
- (e) the installation is not attached to or interferes with a Shared Facility.

5.11 Obtaining consent to install an alarm

If the installation of a security alarm is attached to or interferes with:

- (a) Common Property in your Strata Scheme, you must have consent from your Owners Corporation before you install the alarm; or
- (b) a Shared Facility, you must obtain consent from the Committee before you install the alarm.

5.12 Other security devices

You must have consent from the Committee to install any type of security device not contemplated by clauses 5.9 to 5.11. The Committee will generally consent to the installation of other security devices if:

- (a) the device is in keeping with the appearance of Waldorf By The Sea; and

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- (b) the device is not likely to cause a nuisance to or interfere with the enjoyment of Members, Owners or Occupiers.

5.13 External lighting

You must have consent from the Committee and Government Agencies to change the existing exterior lighting in your Apartment, Commercial Lot or Common Property.

5.14 Procedures to enclose a carspace

You must have consent from Government Agencies and the Committee to enclose a carspace forming part of your Apartment. The Committee will not consent to the enclosure of a carspace unless:

- (a) the enclosure takes place wholly within the carspace; and
- (b) the enclosure complies with the current car parking requirements of Government Agencies; and
- (c) you have consent of the Owner of the adjoining carspace; and
- (d) the enclosure is on the centre line between the carspace and an adjoining carspace; and
- (e) all fire sprinklers, fire control, smoke exhaust ventilation and other services affected by the enclosure are dealt with to the satisfaction of the Committee; and
- (f) if you are an Occupier, you obtain consent from the Owner of your carspace.

5.15 Some prohibitions

You must not:

- (a) install a solid fuel burning appliance in Waldorf By The Sea; or
- (b) enclose the Balcony of an Apartment Lot; or
- (c) hang clothes, washing or similar items in any area that is visible from outside a building in Waldorf By The Sea; or
- (d) attach or hang an aerial, security device or wires outside a building in Waldorf By The Sea.

6 Signage

6.1 What signs may you erect?

Subject to this clause 6, you may erect signs for which you obtain approval from Council, Government Agencies and the Committee according to this clause.



6.2 Approvals from Council and Government Agencies

- (a) You must obtain consent from Council and relevant Government Agencies to erect signs in your Lot.
- (b) If the proposed sign will not be located in your Lot, you must also obtain consent from the Committee.

6.3 Providing a copy of your application

Although you do not require consent from the Committee to make an application for consent to Council or a Government Agency to erect a sign, you must provide the Committee with a copy of your application.

6.4 Approval by the Committee if you apply to Council

The Committee must:

- (a) (if required by Council or a Government Agency) sign any application you make to Council or the Government Agency for approval to erect a sign under clause 6.2(a); and
- (b) not unreasonably refuse to support an application you make under clause 6.2(b).

6.5 Making alterations and erecting signs

You do not need approval from the Committee to make alterations to your Lot to erect a sign according to this clause 6. However, you must:

- (a) repair any damage you cause to Waldorf By The Sea during or as a result of the erection of the sign; and
- (b) clean and remove any debris caused as a result of you erecting or maintaining the sign.

6.6 Maintaining signs

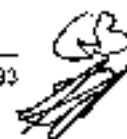
You must:

- (a) properly maintain any sign erected according to this clause 6 which services your Lot; and
- (b) where necessary, replace a sign which services your Lot whether or not you erected the sign.

6.7 Some prohibitions

Signs you erect according to this clause 6 must not be:

- (a) neon signs;
- (b) signs with flashing lights; or
- (c) signs with moving parts.



7 Acoustic Standards

7.1 Purpose

The purpose of the Acoustic Standards is to maintain acceptable levels and duration of noise transmission between the various components of Waldorf By The Sea.

7.2 Your obligations

It is important that you attempt to minimise noise you create which might interfere with your neighbours. To achieve this, the Acoustic Standards provide controls about important issues like holding parties and playing musical instruments.

7.3 How do the Acoustic Standards work?

The requirements in the Acoustic Standards are at all times subject to any nuisance or interference which may be generated by particular activities. For example, under clause 7.7 ("Playing musical instruments") of the Architectural Code you may practice or play musical instruments between certain hours. However, you must not play a particular type of instrument or play the instrument at any time if this will unreasonably interfere with another Owner or Occupier.

7.4 Noise which affects your neighbours

Subject to the Acoustic Standards, you must not make noise which might unreasonably interfere with the use and enjoyment by another Member, Owner or Occupier of their Apartment, Commercial Lot or Common Property.

7.5 Equipment and machinery

You must ensure that equipment and machinery in your Apartment, Commercial Lot or Common Property does not cause vibrations or noise in another part of Waldorf By The Sea (eg tread mills, weight machines or washing machines or Air Conditioners).

7.6 Using power tools

Subject to any conditions which apply when you carry out Building Works, you may use power tools (eg impact drills, electric saws or angle grinders) only between the hours of 7.30 am to 5.30 pm Mondays to Fridays and 9.00 am to 3.00 pm on Saturdays. You must not use power tools on Sundays or public holidays in New South Wales.

7.7 Playing musical instruments

Subject to the Acoustic Standards, you may play or rehearse on musical instruments (other than percussion instruments) only between 9.00 am to 8.00 pm. You must not play or rehearse on percussion instruments.



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7.8 Playing music

Subject to this clause, you must not play live or other music which exceeds 65dB(A) at the boundary of your Apartment or Commercial Lot after 11.00 pm (or another hour by the Committee acting reasonably).

7.9 Inside your Apartment

You must not:

- (a) carry out exercises in your Apartment which result in rapid foot impact on the floor (eg aerobics or running on the spot) if this causes noise or vibrations in adjoining Apartments; or
- (b) unnecessarily create noise or vibration by knocking or banging against walls separating your Apartment from another Apartment.

7.10 Obligations for floor coverings in By-Laws

The By-Laws for your Strata Scheme require you to cover or treat the floors in your Apartment to stop noise transmission which disturbs other Owners and Occupiers.

8 Application process

8.1 Making an application

The Committee may, either generally or in specific cases, specify the plans, drawings and other documents which an applicant must submit with their application under the Architectural Code.

8.2 What information must you include in your application?

If you make an application under the Architectural Code, the application must:

- (a) be in writing; and
- (b) include the plans, drawings and other documents specified by the Committee according to this clause for the type of works for which you are seeking approval; and
- (c) include enough information to give the Committee enough information to make a decision about your application.

However, the Committee may:

- (d) require you to submit additional plans, diagrams or other information which it has not specified according to clause to assist in the decision making process; and
- (e) waive the requirements it makes under clause about the plans, diagrams and other information which you must submit with your application.



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8.3 Lodging your application

You must address your application to the Strata Manager.

8.4 Discretion

Subject to any Standing Approvals, the Committee may act in their absolute discretion when they make decisions about applications. They are not bound by their past decisions.

8.5 Appointing consultants

The Committee may appoint consultants to review and make recommendations about applications to it under the Architectural Code (eg an architect or engineer for applications affecting the External Appearance).

8.6 Paying the costs for a consultant

The Committee may require an applicant to pay the reasonable costs of consultants they appoint under this clause.

8.7 Time frame for making a decision

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

8.8 Time frame for making a decision where a consultant has been appointed

If the Committee appoint a consultant to review and make recommendations about an application, the Committee must make a decision about the application within one month after the consultant's makes a recommendation to the Committee (or another period agreed between the parties).

8.9 Notifying the applicant of a decision

The Committee must immediately advise you in writing when they have made a decision about your application. The advice must:

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

9 Approval process

9.1 Standing Approvals by the Committee

The Committee has the power to make Standing Approvals to approve certain works or actions under the Architectural Code.

SP71623

9.2 Conditional approvals

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

- (a) a reasonable time frame in which the works must be completed; and
- (b) the hours and days during which the works must be carried out; and
- (c) methods of accessing Waldorf By The Sea to carry out the works.

9.3 Revoking approval

The Committee may revoke their approval if an applicant does not comply with the conditions for the approval.

9.4 Additional obligations for Owners Corporation

An Owners Corporation must promptly:

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

9.5 Notice of works on Common Property

An Owners Corporation must promptly:

- (a) advise the Committee in writing when the Owners Corporation carries out works in its Common Property (which are not the subject of an application under the Architectural Code); and
- (b) provide the Committee with details of the works carried out.

10 Procedures for carrying out work

10.1 Procedures before you carry out work

Before you carry out works under the Architectural Code, you must:

- (a) arrange with the Committee and, where appropriate, your Owners Corporation a suitable time and means by which to access the area in which you will carry out the work; and
- (b) comply with the reasonable requirements of the Committee and your Owners Corporation about the time and means by which you must access Waldorf By The Sea to carry out the work; and
- (c) ensure that contractors and any other persons involved in carrying out the work comply with the reasonable requirements of the Committee and your Owners Corporation about the times and means by which they must access Waldorf By The Sea to carry out the work.

SP71623

10.2 Procedures when you carry out work

When you carry out work under the Architectural Code, you must:

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



Strata Management Statement for Waldorf By The Sea

Schedule 4 - Appointment Form

SP71623



SP71623

Appointment Form

This form is for use by members of the Waldorf By The Sea Building Management Committee who are companies or owners corporations and who wish to appoint a new or replacement representative or substitute representative. See clause 22 in the Waldorf By The Sea strata management statement for more information.

Date	
Your name	
Lot Owned or Strata Scheme	

Part A

Appointment of a new representative

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

Name of representative	
Address of representative	
Telephone number of representative	
Facsimile number of representative	
E-mail address of representative	

Do you authorise your representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee?

Yes No



SP71623

Part B

Appointment of a replacement representative

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

Name of current representative	
Name of new representative	
Address of new representative	
Telephone number of new representative	
Facsimile number of new representative	
E-mail address of new representative	

Do you authorise your new representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee? Yes No

Part C

Appointment of a new substitute representative

Complete this part if you have not previously appointed a substitute representative.

Name of substitute representative	
Address of substitute representative	
Telephone number of substitute representative	
Facsimile number of substitute representative	
E-mail address of substitute representative	

Do you authorise your substitute representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee? Yes No

SP71623

Part D

Appointment of a replacement substitute representative

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

Name of current substitute representative	
Name of new substitute representative	
Address of new substitute representative	
Telephone number of new substitute representative	
Facsimile number of new substitute representative	
E-mail address of new substitute representative	

Do you authorise your new substitute representative to appoint a proxy to vote for you Meetings and Emergency Meetings of the Building Management Committee?

Yes No

Signature or execution by Member

.....

Signature of representative or substitute representative (or replacement member or substitute member)

.....

Notes

1. The representative or substitute representative (or replacement representative or substitute representative) appointed by this form must be a natural person.
2. This form is effective only if it is signed by the member representative or substitute representative (or replacement member or substitute member).

Strata Management Statement for Waldorf By The Sea

Schedule 5 - Proxy Form

SP71623

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SP71623

Proxy Form

Date	
Name of member, representative or substitute representative	
Name of member who appointed representative or substitute representative	
Name of proxy	
Address of proxy	

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

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

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

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

Signature or representative or substitute representative (if proxy appointed by them)

Signature of proxy

Notes

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

Strata Management Statement for Waldorf By The Sea

Schedule 6 - Membership Form

SP71623



SP71623

Membership Form

This form is for use by new members of the Waldorf By The Sea Building Management Committee or existing members who lease their lot or change their contact details. See clause 21 in the Waldorf By The Sea strata management statement for more information

Date	
Your name	
Lot owned	

Part A New member

Complete this part you have purchased a Commercial Lot or are a new owners corporation.

Date on which you became a member	
Your address for service of notices	
Your telephone number	
Your facsimile number	
Your e-mail address	



SP71623

Part B New tenant or licensee

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

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

Part C Change of address details

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

New address for service of notices	
New contact person	
New telephone number	
New facsimile number	
New e-mail address	

Signature or execution by
Member

.....

Strata Management Statement for Waldorf By The Sea

Schedule 7 - Shared Facilities Plan

SP71623



STRATA MANAGEMENT STATEMENT
 2007 to 2011

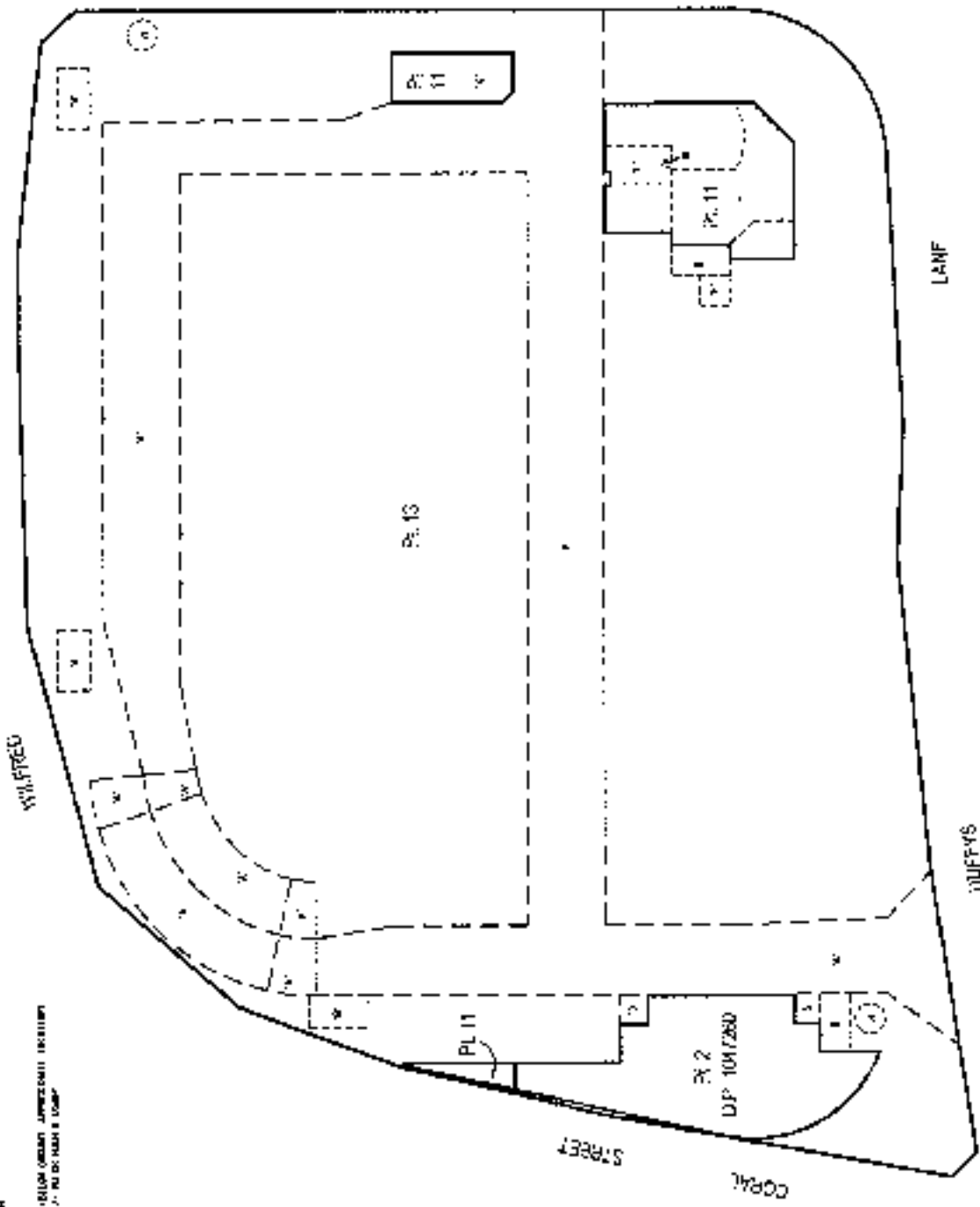
FOR SHARED SERVICES, COMMON PLANS, COMMON CORAL STREET AND UNLINED BARRETTI DRIVE, THE ENTRANCE.

ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM FOR FULL
 SURVEY INFORMATION & STRATA DETAILS REFER TO
 DP 1014280 & 111

SHARED SERVICES PLAN

BARRETTI DRIVE

UNLINED



LANE

GROUND FLOOR

UNLINED

CORAL STREET

CORAL

- 1. 101 - SHARED SERVICES PLAN (SEE PLAN 1014280)
- 2. 102 - SHARED SERVICES PLAN (SEE PLAN 1014280)
- 3. 103 - SHARED SERVICES PLAN (SEE PLAN 1014280)
- 4. 104 - SHARED SERVICES PLAN (SEE PLAN 1014280)
- 5. 105 - SHARED SERVICES PLAN (SEE PLAN 1014280)
- 6. 106 - SHARED SERVICES PLAN (SEE PLAN 1014280)
- 7. 107 - SHARED SERVICES PLAN (SEE PLAN 1014280)
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- 14. 114 - SHARED SERVICES PLAN (SEE PLAN 1014280)
- 15. 115 - SHARED SERVICES PLAN (SEE PLAN 1014280)
- 16. 116 - SHARED SERVICES PLAN (SEE PLAN 1014280)
- 17. 117 - SHARED SERVICES PLAN (SEE PLAN 1014280)
- 18. 118 - SHARED SERVICES PLAN (SEE PLAN 1014280)
- 19. 119 - SHARED SERVICES PLAN (SEE PLAN 1014280)
- 20. 120 - SHARED SERVICES PLAN (SEE PLAN 1014280)

GR
 Page 126 of 133

SP71623

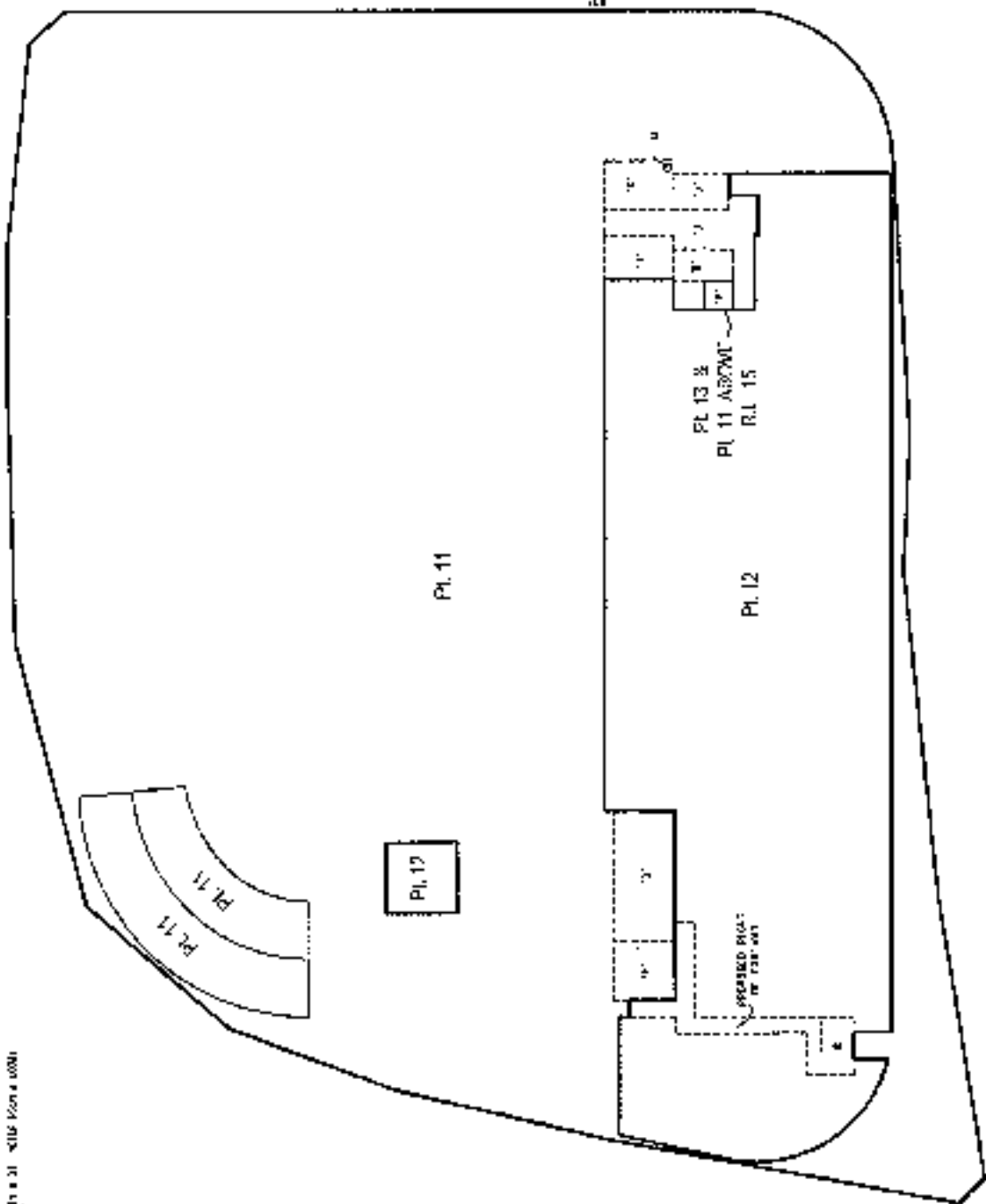
SCALE 1:1

STRATA MANAGEMENT STATEMENT
 year 2008-09
 IN SHARED SERVICES (PART 2)
 THROUGH CHANGING, SILENT AND ASSUMED
 PARTNERSHIP SINCE THE DISCLOSURE.

ALL LEVELS ARE ON AUSTRALIAN GEOSPATIAL COORDINATE
 SYSTEM (GDA94) & STRATA PLAN IS TO BE USED IN
 CONJUNCTION WITH THE STRATA PLAN & DP.

SHARED SERVICES PLAN
 DRAWING DATE: 15/04

- 1. 2008 - 2009
- 2. 2009 - 2010
- 3. 2010 - 2011
- 4. 2011 - 2012
- 5. 2012 - 2013
- 6. 2013 - 2014
- 7. 2014 - 2015
- 8. 2015 - 2016
- 9. 2016 - 2017
- 10. 2017 - 2018
- 11. 2018 - 2019
- 12. 2019 - 2020
- 13. 2020 - 2021
- 14. 2021 - 2022
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- 90. 2097 - 2098
- 91. 2098 - 2099
- 92. 2099 - 2100



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 Page 128 of 133

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10/01/08 01

STRATA MANAGEMENT STATEMENT

UNIT 10 UNIT

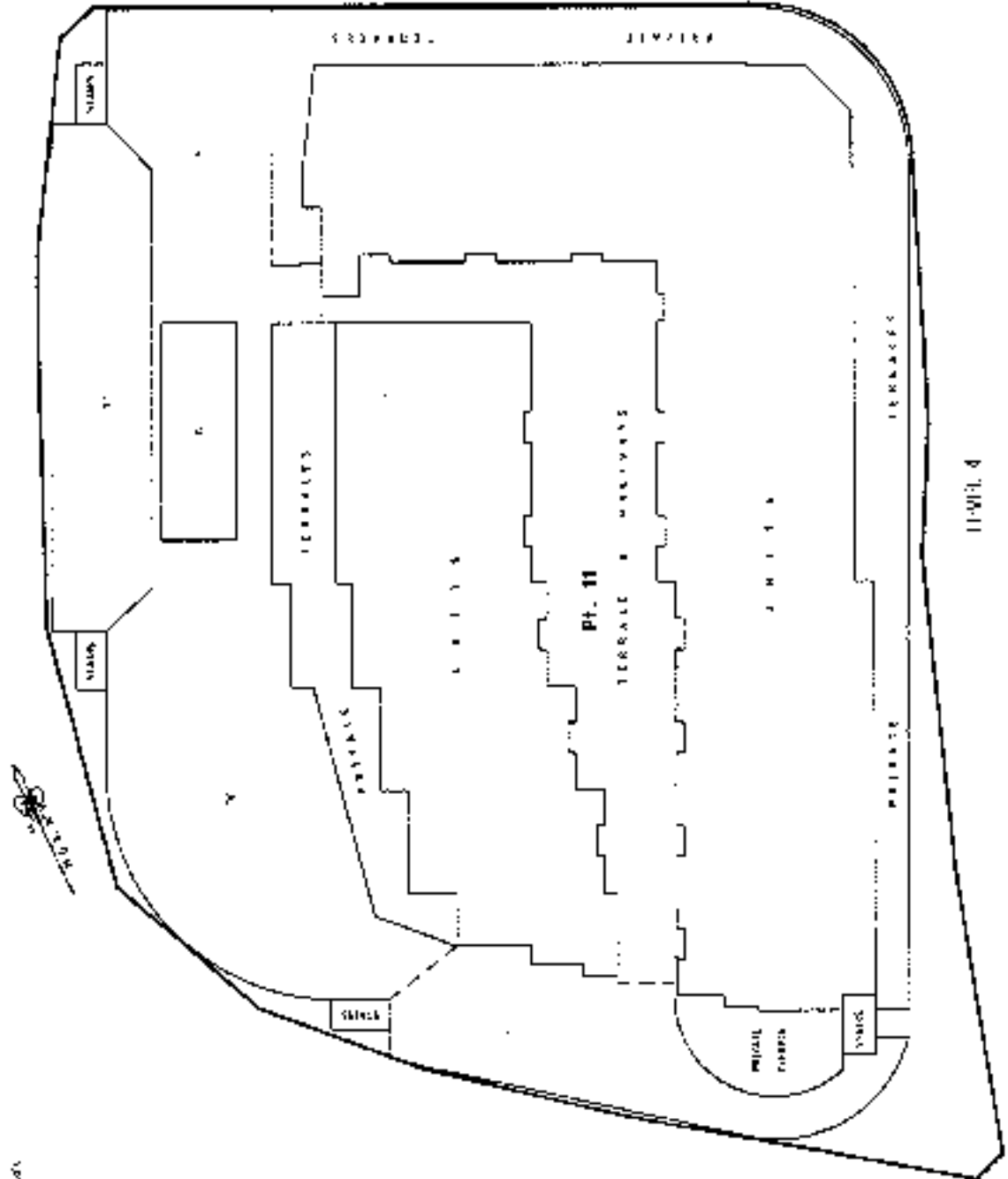
OF SHARED SERVICES, LEVEL N,
CORNER CORN, STAFF AND VISITED
MARTIN STREET, THE EXHIBITION.

ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM FOR FINAL
SURVEY INFORMATION. 3 STRATA DETAILS REFER TO
OF 10/01/08 01

SHARED SERVICES PLAN

IN METRIC UNITS 1:100

- NOTES:
- 1. - SHIP IS NOT TO BE CONSIDERED PART OF THE PLAN
 - 2. - SHIP IS NOT TO BE CONSIDERED PART OF THE PLAN
 - 3. - SHIP IS NOT TO BE CONSIDERED PART OF THE PLAN
 - 4. - SHIP IS NOT TO BE CONSIDERED PART OF THE PLAN
 - 5. - SHIP IS NOT TO BE CONSIDERED PART OF THE PLAN



10/01/08

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SP71623/01/08 01

Strata Management Statement for Waldorf By The Sea

Schedule 8 - Building Services Plans

SP71623

Number	Revision	Title	Date
Electrical			
E01	C	Site Plan Legend	10/10/2002
E02	C	Ground Level - Car park - Layout of Lights and Power	10/10/2002
E03	D	Level 1 - Car park - Layout of Lights and Power	31/12/2002
E04	C	Level 2 - Car park - Layout of Lights and Power	10/10/2002
E05	C	Level 3 - Car park - Layout of Lights and Power	30/10/2002
E06	C	Level 4 - Residential Layout of Lights and Power	31/12/2002
E07	B	Level 5 - Residential Layout of Lights and Power	10/10/2002
E08	B	Level 6 - Residential Layout of Lights and Power	10/10/2002
E09	C	Unit Electrical Plans - Layout of Lights and Power	31/12/2002
E10	C	Single Line Diagrams Control Schematic Diagram	10/10/2002
E11	B	MATV, Telephone/Data & Intercom Block Cabling Diagram	30/01/2003
E12	A	Ground Level - Car park Layout of In-Slab Conduits	02/02/2003

SP71623

Number	Revision	Title	Date
		Schematic Diagram Sheet 2 of 2	
H16	D	Cold Water Services Schematic Diagram	13/08/2002
H17	B	Hot Water Service Schematic Diagram	13/08/2002
H18	A	Gas Service Schematic Diagram	24/06/2002
H19	C	Fire Hydrant Service Schematic Diagram	13/08/2002
H20	B	Hydraulic Services Plant Room Detail	24/06/2002
H21	C	Hydraulic Services Detail Sheet B	13/08/2002
H22	A	Third Floor Hydraulic Cast in Plan	24/06/2002
Hydraulic Drawings for Level 3 - Change to Service Apartments			
H01	A	Hydraulic Services Ground Floor	May-03
H02	A	Hydraulic Services Level 1	May-03
H03	A	Hydraulic Services Level 2 Plan	May-03
H04	A	Hydraulic Services Level 3 Units	May-03
H05	A	Hydraulic Services Level 4 Plan	May-03

Strata Management Statement for Waldorf By The Sea Contents


SP71623

Signing page

EXECUTED by **CORAL RESORTS PTY LIMITED** in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:


.....
Signature of director

R.A. BARR
.....
Name of director (block letters)


.....

Signature of director/company secretary*
*delete whichever is not applicable

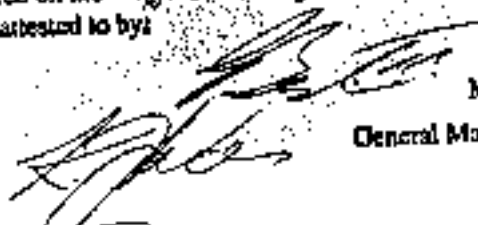
GREGORY BARR
.....

Name of director/company secretary* (block letters)
*delete whichever is not applicable

Execution by Wyong Shire Council



The Common Seal of Wyong Shire Council was hereto affixed on the 18th day of November 2003 and attested to by:


Mayor
General Manager

ATTORNEY
Print Name: **William Payne**
Position Held: **or Manager**

ATTORNEY
Print Name: **Dallas Whitehead**
Position Held: **Manager**

WITNESS
Print Name: **Rebecca Kathleen Paterson**

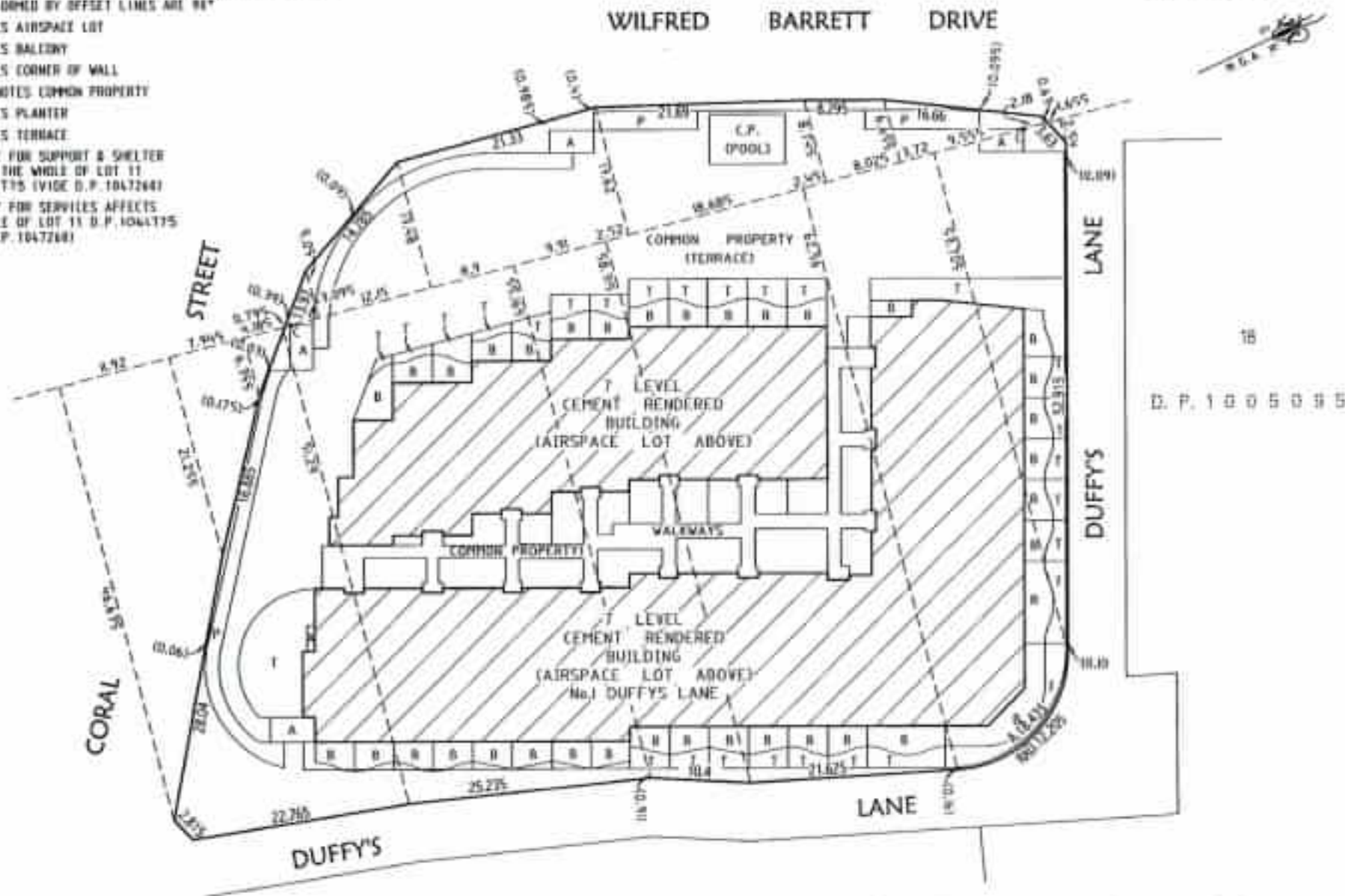
RECEIVED SEALED AND DELIVERED
for and on behalf of
ST GEORGE BANK LIMITED
(A.C.N. 055 513 070) by its
attorneys under power of
attorney registered No. 125
Book 4122

REGISTERED  10.12.2003

NOTES:

- 1. OFFSET LINES EXTEND TO THE PARCEL BOUNDARIES AS SHOWN
- 2. ANGLES FORMED BY OFFSET LINES ARE 90°
- 3. A DENOTES AIRSPACE LOT
- 4. B DENOTES BALCONY
- 5. C DENOTES CORNER OF WALL
- 6. C.P. DENOTES COMMON PROPERTY
- 7. P DENOTES PLANTER
- 8. T DENOTES TERRACE
- 9. EASEMENT FOR SUPPORT & SHELTER AFFECTS THE WHOLE OF LOT 11 D.P. 1041775 (VIDE D.P. 1047260)
- 10. EASEMENT FOR SERVICES AFFECTS THE WHOLE OF LOT 11 D.P. 1041775 (VIDE D.P. 1047260)

SP71623



OFFICE USE ONLY

Reg: 8223845 / Doc: 18P 0071623 9 / Rev: 15-Dec-2003 / SW: DC.06. / Pct: 18-Aug-2008 16:19 / Pgt: ALL / Sht: 2 of 11 / Ref: 806915 SP71623 / Rev: K

LOCATION PLAN

SEE SHEETS 3 & 4 FOR GROUND FLOOR & LEVEL 3 LOCATION PLANS

Reduction Ratio 1:400

Lengths are in metres

[Signature]
 Registrar General

[Signature]
 General Manager/Authorised Person

AMMETER'S REFERENCE: 86/01



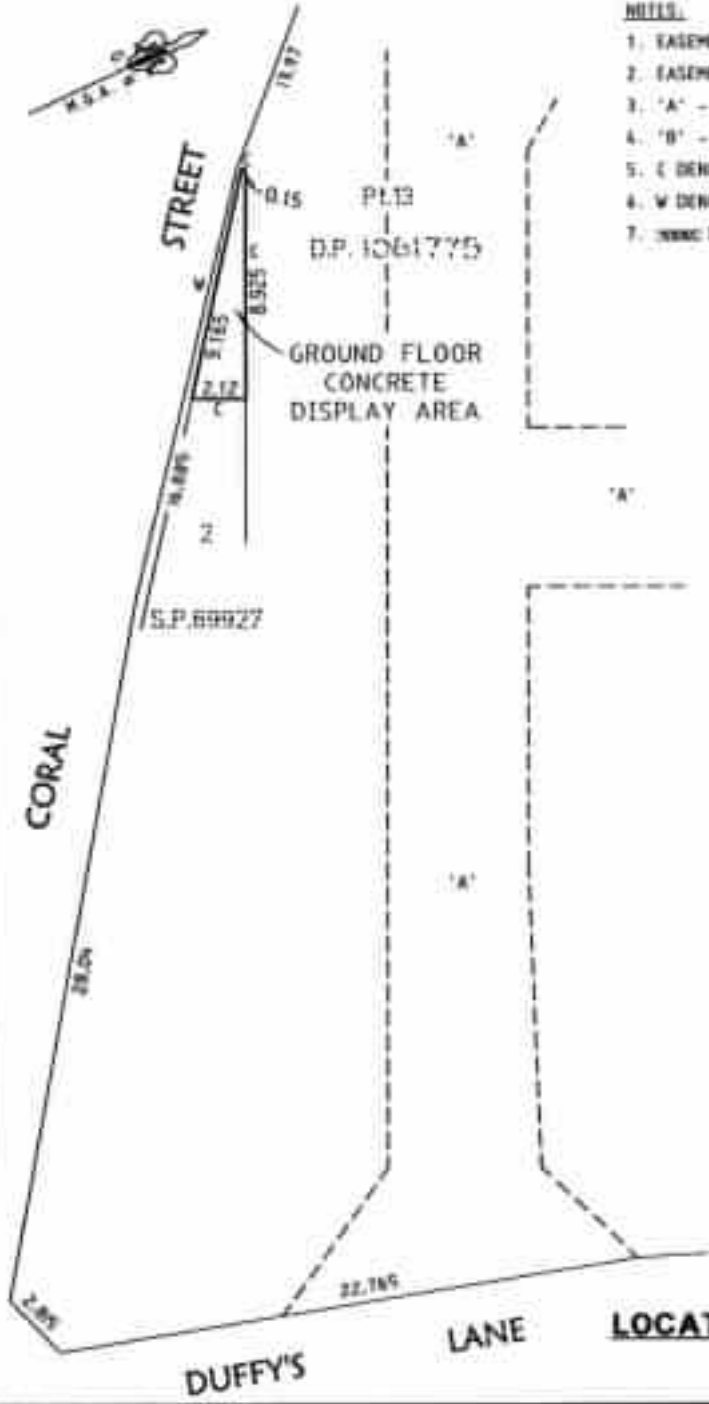
CAD REF: 5481921

Reg: 6523865 / Doc: 89 0071623 P / Env: 15-Dec-2013 / Sta: RC, DE / Ext: 29-Aug-2006 16:47 / Pgs: ALL / Seq: 3 of 11
 (Enc: 99915 8771623 / Rev: 2)

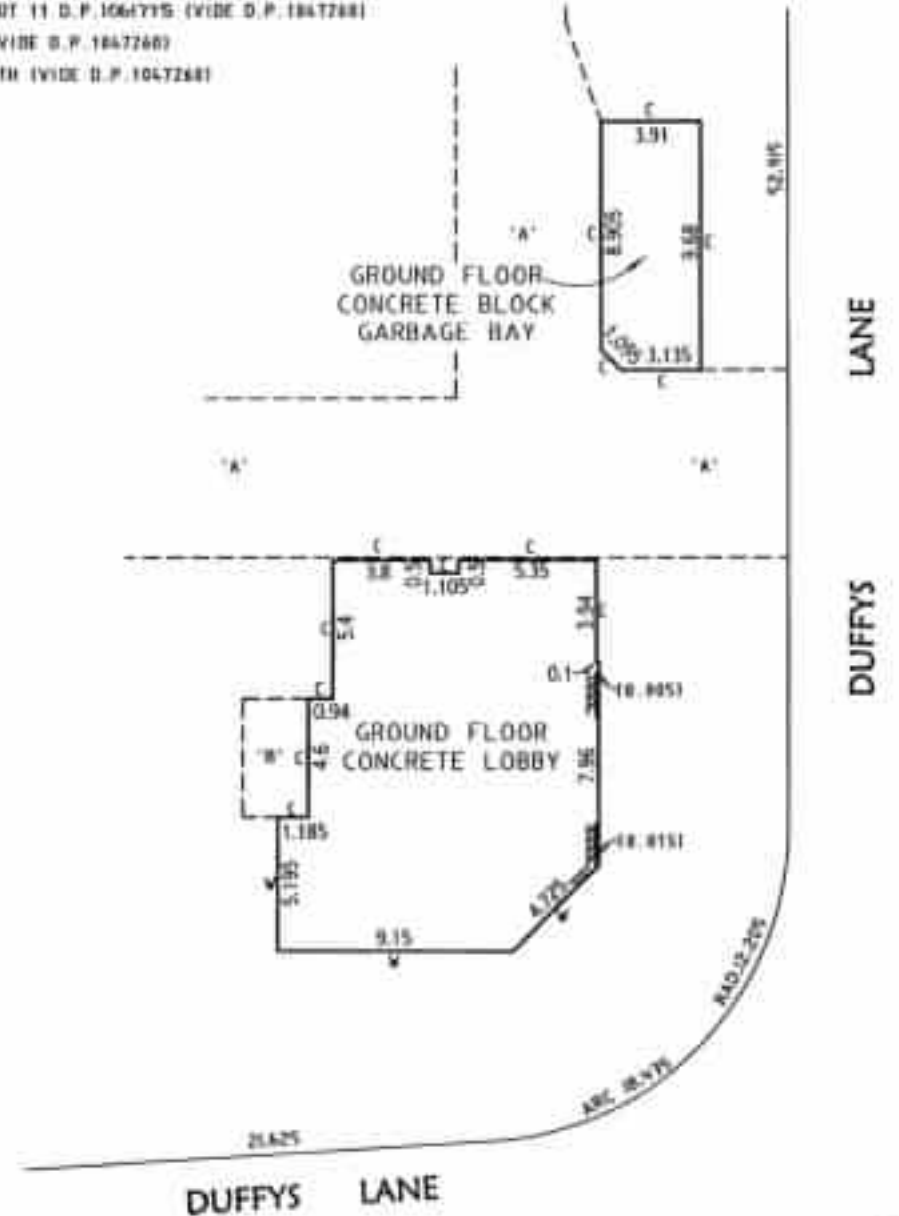
NOTES:

1. EASEMENT FOR SUPPORT & SHELTER AFFECTS THE WHOLE OF LOT 11 D.P. 10647755 (VIDE D.P. 1047268)
2. EASEMENT FOR SERVICES AFFECT THE WHOLE OF LOT 11 D.P. 10647755 (VIDE D.P. 1047268)
3. 'A' - RIGHT OF CARRIAGEWAY VARIABLE WIDTH (VIDE D.P. 1047268)
4. 'B' - RIGHT TO USE FIRE STAIRS VARIABLE WIDTH (VIDE D.P. 1047268)
5. C DENOTES CENTRELINE OF WALL
6. W DENOTES FACE OF SLAB, COLUMN OR WALL
7. ■■■■ DENOTES CONCRETE BLOCK WALL.

SP71623



LOCATION PLAN (GROUND FLOOR)



Reduction Ratio 1:200

Lengths are in metres

Signature
Registered Engineer

Signature
General Manager / Authorized Person

APPROVED DRAWING: 86/01

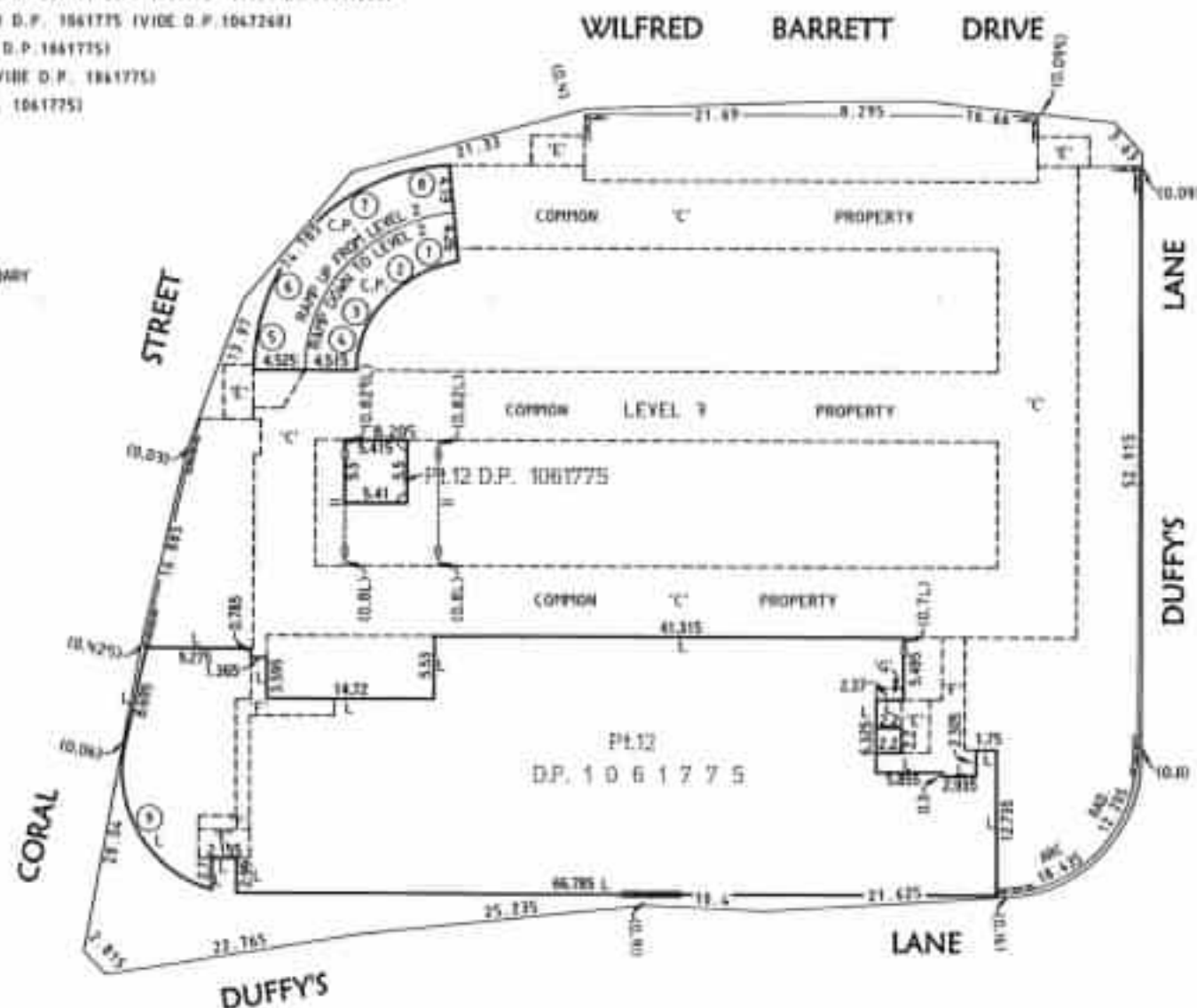
OFFICE USE ONLY

CAD REF: 8651013

SP71623

NOTES:

1. EASEMENT FOR SUPPORT & SHELTER AFFECTS THE WHOLE OF LOT 11 D.P. 1061775 (VIDE D.P. 1047248)
2. EASEMENT FOR SERVICES AFFECT THE WHOLE OF LOT 11 D.P. 1061775 (VIDE D.P. 1047248)
3. 'C' - RIGHT OF CARRIAGEMAY VARIABLE WIDTH (VIDE D.P. 1061775)
4. 'E' - RIGHT TO USE FIRE STAIRS VARIABLE WIDTH (VIDE D.P. 1061775)
5. 'F' - RIGHT OF FOOTWAY VARIABLE WIDTH (VIDE D.P. 1061775)
6. 'G' - RIGHT OF WAY 1 WIDE (VIDE D.P. 1061775)
7. L DENOTES CENTRELINE OF WALL
8. Δ DENOTES 90° ANGLE
9. ○ DENOTES CONCRETE COLUMN
10. ■ DENOTES CONCRETE/CONCRETE BLOCK WALL
11. SEE SHEET 2 FOR BUILDING OFFSETS TO PARCEL BOUNDARY
12. C.P. DENOTES COMMON PROPERTY



CURVED PARCEL BOUNDARIES

No.	ARC	RADIUS
1	1.95	11.6
2	5.24	11.6
3	5.13	9
4	1.94	9
5	3.89	18.04
6	10.285	18.04
7	6.325	18.04
8	3.98	18.04
9	16.385	10.66

LOCATION PLAN (LEVEL 3)

Reduction Ratio 1:400

Lengths are in metres

Carman
Registered Surveyor

[Signature]
General Manager/Authorized Person

SP71623

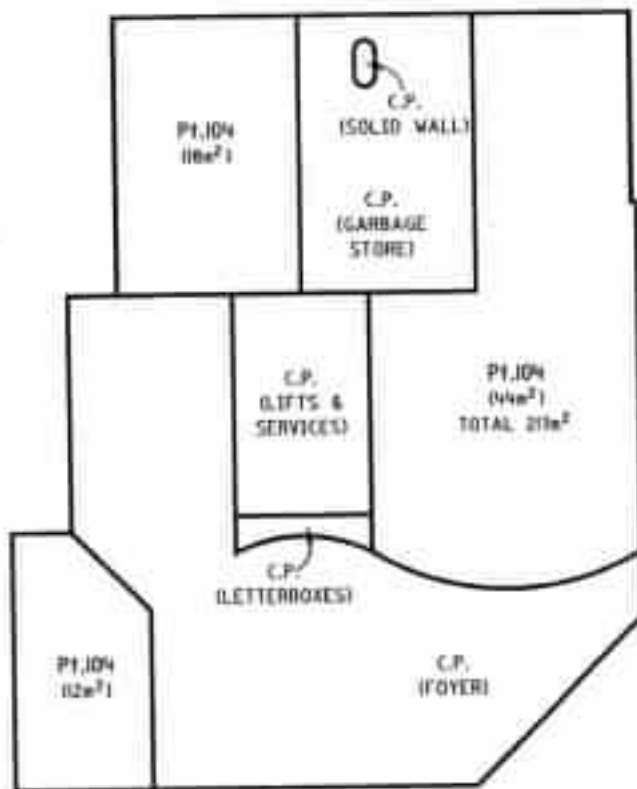
NOTES

1. ALL AREAS ARE APPROXIMATE
2. C.P. DENOTES COMMON PROPERTY



GROUND FLOOR

(DISPLAY AREA)



GROUND FLOOR

(CONCRETE LOBBY)



C.P.
(LIFTS &
SERVICES)

LEVELS 1 & 2

Req:8323843 /Doc:8F 0871623.F /Rev:15-Dec-2003 /Pla:PC-DE /Ext:29-Jul-2006 18:47 /Ppa:ALL /Req:5 of 11
Ref:896915 SP71623 /Rev:2

OFFICE USE ONLY

CAD REF: 8481885

Reduction Ratio 1:100

Lengths are in metres

[Signature]
Registered Surveyor

[Signature]
General Manager/Authorized Person

SUBJECT'S REFERENCE: 86/01



SP71623

- NOTES
1. ALL AREAS ARE APPROXIMATE
 2. C DENOTES CENTRE OF COLUMN
 3. C.P. DENOTES COMMON PROPERTY
 4. E DENOTES PROLONGATION OF EASTERN WALL
 5. P DENOTES POOL PLANT ROOM
 6. S DENOTES STAIRS
 7. W DENOTES SOLID WALL (COMMON PROPERTY)
 8. Δ DENOTES 90° ANGLE
 9. F DENOTES DIMENSION EXTENDING THROUGH CENTRE OF COLUMN



LEVEL 3

Reduction Ratio 1200

Lengths are in metres

Imran
Registered Engineer

[Signature]
General Manager/Authorized Person

OFFICE USE ONLY

SHEET

SEE

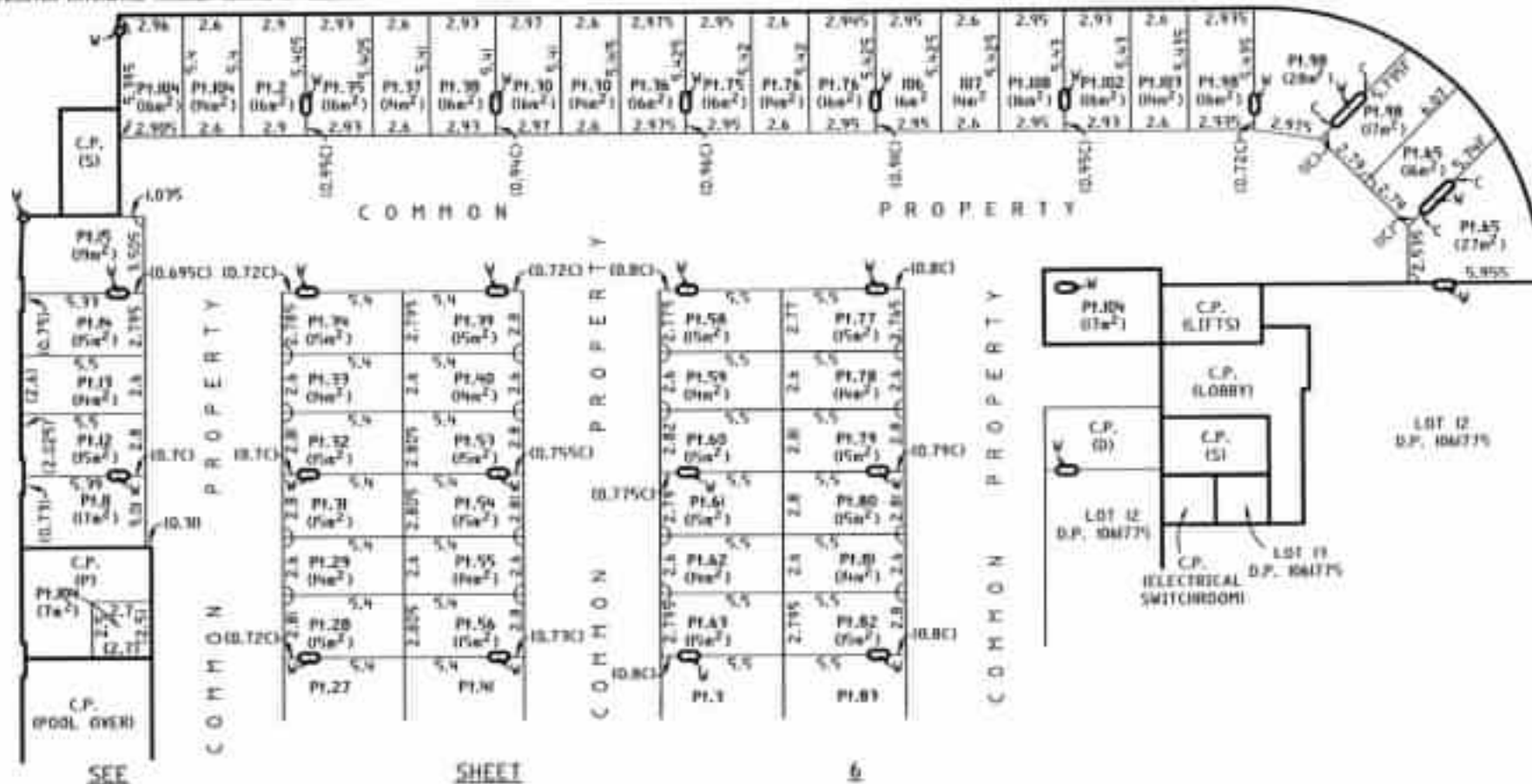
L&O REF 86/01A

Proj: S22383 / Disc: SP 0071623 B / Rev: 15-Dec-2003 / Sta: SC.06 / Pct: 19-Aug-2006 16:47 / Pgs: Att. / Bng: 6 of 11
Ref: 86813 SP71623 / Rev: K

SP71623

NOTES

- 1. ALL AREAS ARE APPROXIMATE
- 2. C DENOTES CENTRE OF COLUMN
- 3. C.P. DENOTES COMMON PROPERTY
- 4. D DENOTES LOADING DOCK
- 5. P DENOTES POOL PLANT ROOM
- 6. S DENOTES STAIRS
- 7. W DENOTES SOLID WALL (COMMON PROPERTY)
- 8. Δ DENOTES 90° ANGLE
- 9. F DENOTES DIMENSION EXTENDING THROUGH CENTRE OF COLUMN



Reg: 9323863 / Doc: SF 0071623 P / Rev: 15-Dec-2013 / 81x19C.0E / Pct: 15-Aug-2016 18:47 / Pgm: All / Sm: 17 of 11
 Smt: 996915 SP71623 / Rev: 2

SEE SHEET

SHEET

6

LEVEL 3

Reduction Ratio 1:200

Lengths are in metres

[Signature]
 Registered Engineer

[Signature]
 General Manager / Authorized Person

DRAWING NO: 86/01



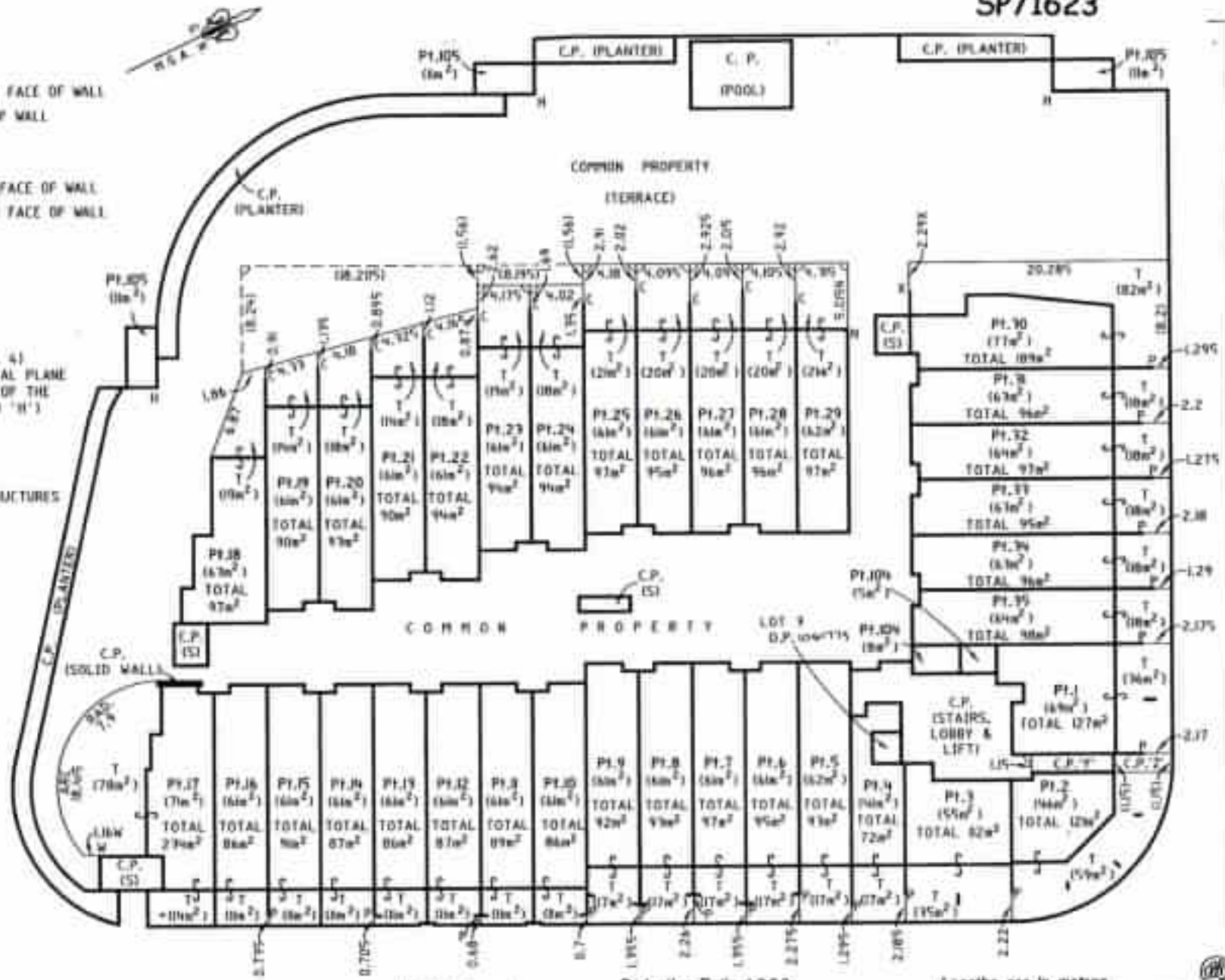
CAD KEY RATING

OFFICE USE ONLY

SP71623

NOTES:

1. ALL AREAS ARE APPROXIMATE
2. C DENOTES CENTRELINE OF WALL
3. C.P. DENOTES COMMON PROPERTY
4. N DENOTES PROLONGATION OF NORTHERN FACE OF WALL
5. P DENOTES PROLONGATION OF CENTRE OF WALL
6. S DENOTES STAIRS
7. T DENOTES TERRACE
8. W DENOTES PROLONGATION OF WESTERN FACE OF WALL
9. X DENOTES PROLONGATION OF SOUTHERN FACE OF WALL
10. Y DENOTES TERRACE
11. Z DENOTES TERRACE
12. EXCEPT WHERE COVERED TERRACES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE SLAB
13. EXCEPT WHERE COVERED PT. 105 (LEVEL 4) IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE 10 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE SLAB ADJACENT (DESIGNATED 'H')
14. L DENOTES 90° ANGLE
15. COURTYARD FENCING FORMS PART OF COMMON PROPERTY
16. ALL TERRACE RAILINGS AND SHADE STRUCTURES FORM PART OF COMMON PROPERTY



LEVEL 4

Reduction Ratio 1:300

Lengths are in metres

Common
Registered Surveyor

[Signature]
General Manager / Authorized Person

Ref: 832865 / Doc: SP 0071623 P / Rev: 15-Dec-2003 / Sta: SC.OE. / Ext: 29-Aug-2006 16:47 / Pgs: A15 / Seq: 8 of 11
Ref: 894915 / Doc: SP 0071623 / Sta: X

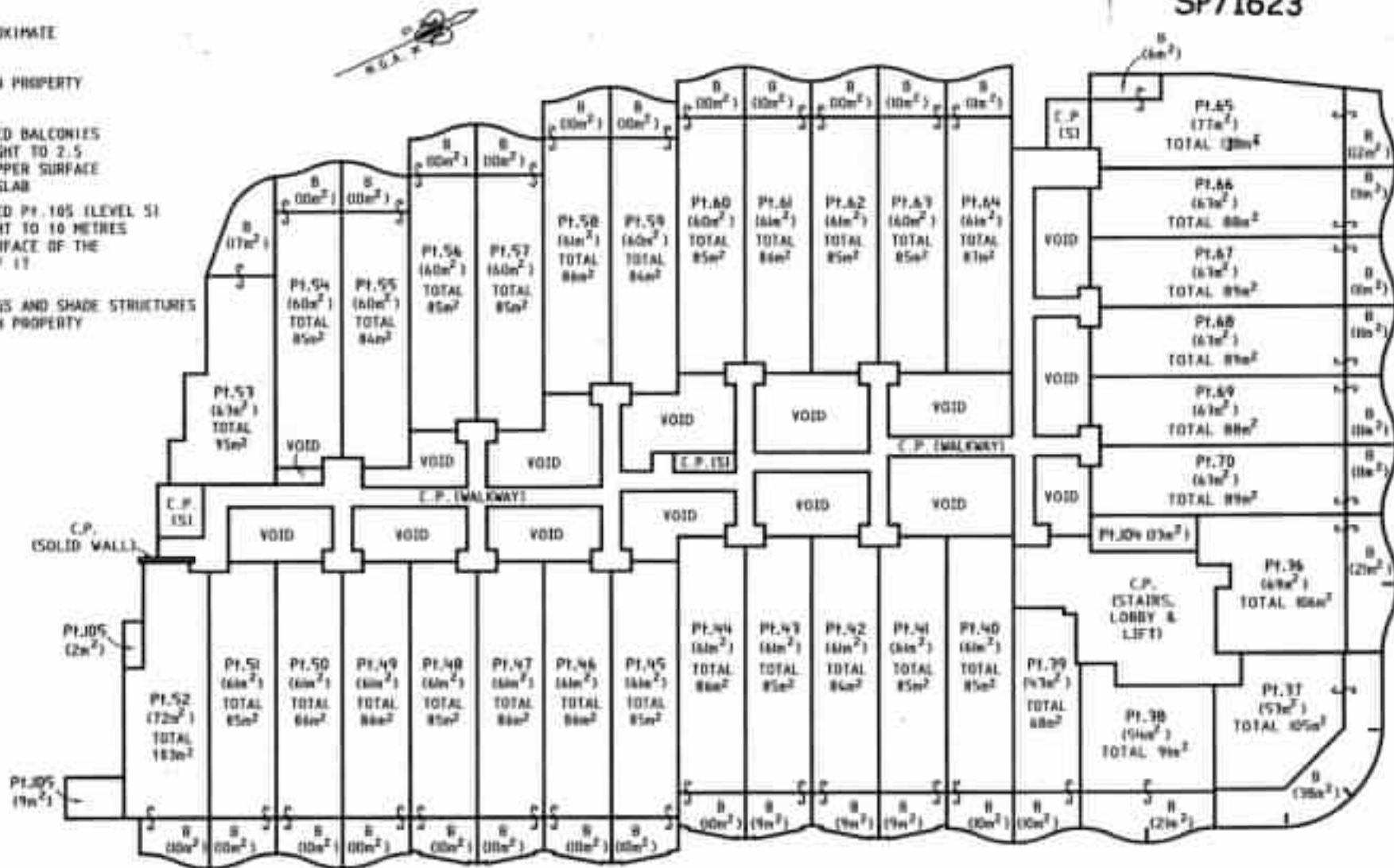
OFFICE USE ONLY

L&S REF 842187

SP71623

NOTES:

1. ALL AREAS ARE APPROXIMATE
2. B DENOTES BALCONY
3. C.P. DENOTES COMMON PROPERTY
4. S DENOTES STAIRS
5. EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE SLAB
6. EXCEPT WHERE COVERED PL 105 (LEVEL 5) IS LIMITED IN HEIGHT TO 10 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE/METAL ROOF IT STANDS ABOVE
7. ALL BALCONY RAILINGS AND SHADE STRUCTURES FORM PART OF COMMON PROPERTY



LEVEL 5

Reduction Ratio 1:250

Lengths are in metres

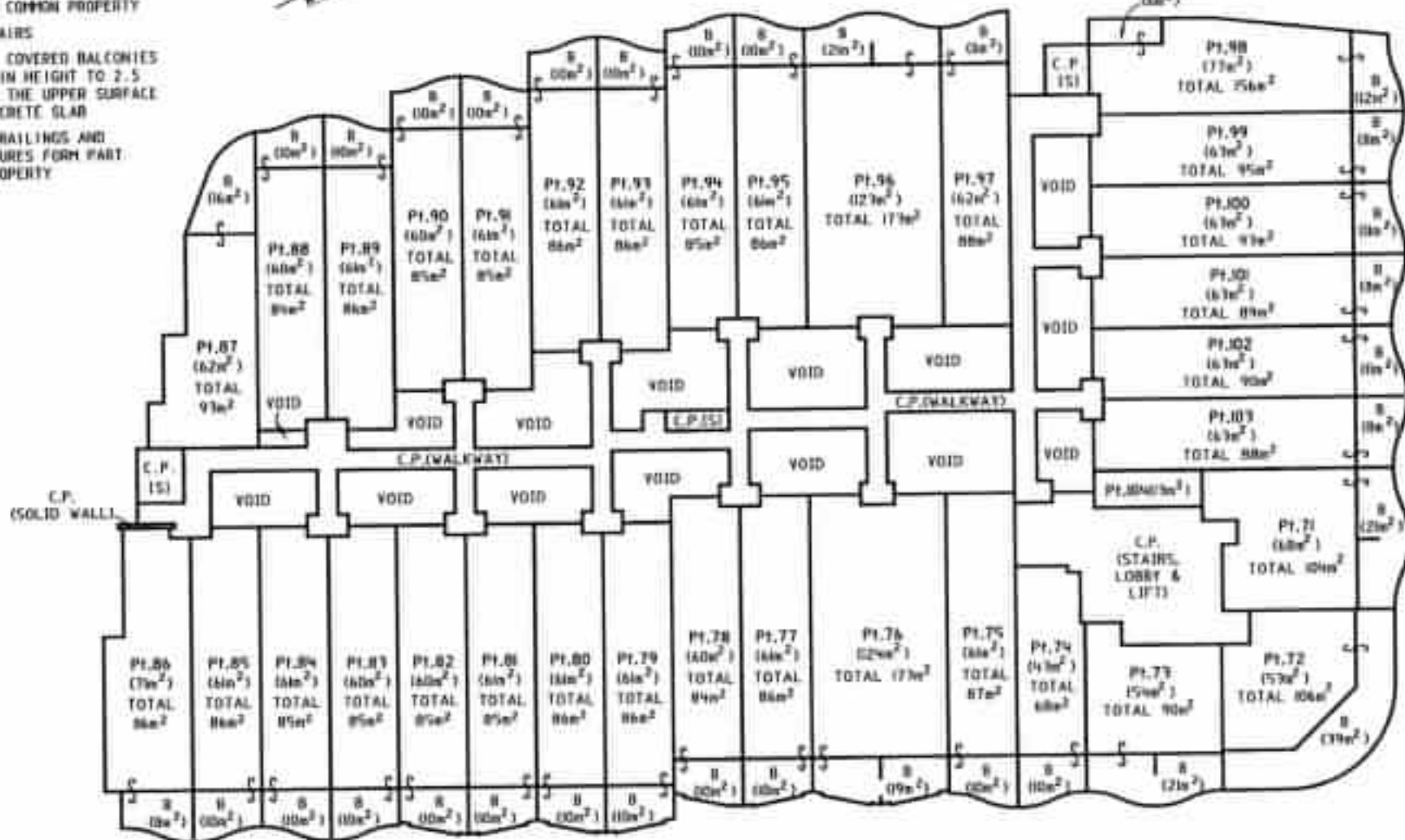
Registered Surveyor: *[Signature]*
 General Manager / Authorized Person: *[Signature]*

SHARIF'S REFERENCE: 86/01

SP71623

NOTES

1. ALL AREAS ARE APPROXIMATE.
2. B DENOTES BALCONY
3. C.P. DENOTES COMMON PROPERTY
4. S DENOTES STAIRS
5. EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE SLAB
6. ALL BALCONY RAILINGS AND SHADE STRUCTURES FORM PART OF COMMON PROPERTY



LEVEL 6

Reduction Ratio 1:250

Lengths are in metres

Signature
Registered Engineer

Signature
General Manager / Architect / Planner

Reg:16323655 /Doc:BP 0071623 B /Rev:15-Dec-2003 /Sta:BC,OK /Pri:29-Aug-2006 16:47 /Pgs:ALL /Seg:10 of 11
Ref:096815 8771623 /Rev:1

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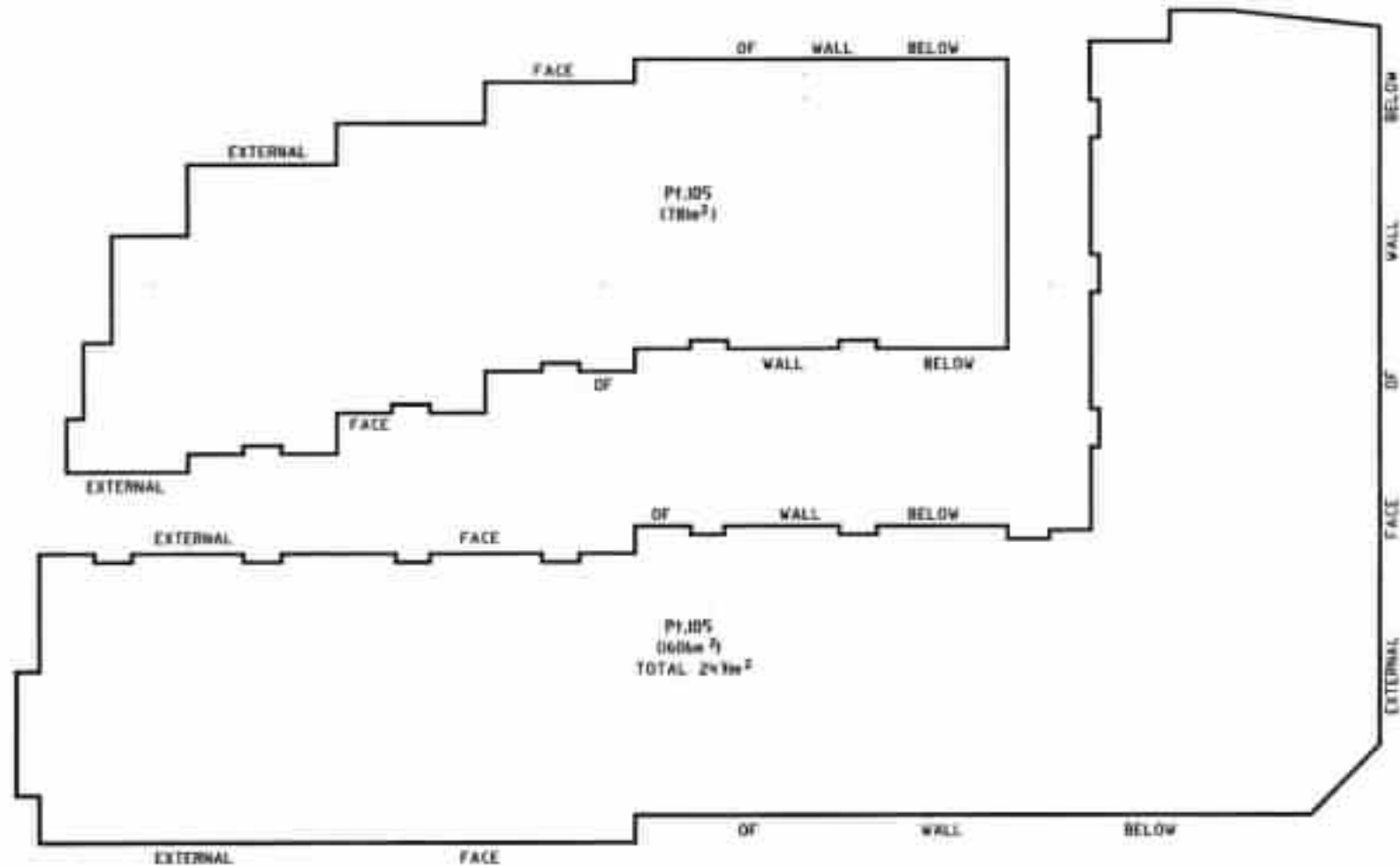


CAD REF: 861001

SP71623

NOTE:

1. P1.105 (LEVEL 7) IS LIMITED IN HEIGHT TO 18 METRES ABOVE THE UPPER SURFACE OF THE METAL ROOF IT STANDS ABOVE.



LEVEL 7 - ROOF

Reduction Ratio 1:250

Lengths are in metres

[Signature]
Registered Surveyor

[Signature]
Survey Manager/Authorised Person

DATE OF ISSUE: 86/01

Proj: 2523863 / Doc: 20 / 0071623 R / Rev: 15 / Dec-2003 / Sta: 9C.06 / Est: 29-Aug-2006 3.6/67 / Pgs: ALL / Seq: 11 of 11
Ref: 594915 SP71623 / Rev: X

OFFICE USE ONLY

CAD REF: 86/01/19

BOX 1W
(SP74486)

NEW SOUTH WALES

CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1900



TORRENS TITLE

REFERENCED TO FOLIO OF THE REGISTER	
CERTIFICATE CP/SP71623	
SECTION	DATE OF ISSUE
2	2/8/2005
CERTIFICATE AUTOMATICALLY ISSUED	
5F86-YN-9Z5Y	

I certify that the person described in the First Schedule is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries as appear in the Second Schedule and to any additional entries in the Folio of the Register.



REGISTRAR GENERAL

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 71623 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT THE ENTRANCE
LOCAL GOVERNMENT AREA: WYONG
PARISH OF TUGGERAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM: SP71623

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 71623
ADDRESS FOR SERVICE OF NOTICES:
1 DUFFYS LANE
THE ENTRANCE 2261

SECOND SCHEDULE

1. RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2. THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1061775
3. ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP71623
4. EASEMENTS FOR SUBJACENT AND LATERAL SUPPORT IMPLIED BY SECTION 8AA OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP71623
5. ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
6. J774546 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART(S) FORMERLY IN LOT 2 DP579503 AFFECTING THE LAND SHOWN AS RIGHT OF CARRIAGEWAY 12 FEET WIDE IN DP32748
7. G532641 COVENANT AFFECTING THE PART FORMERLY IN LOT C DP342504
8. BK 1172 NO 676 RIGHT OF WAY APPURTENANT TO THE PART(S) FORMERLY IN LOT 8C DP411649 & LOT 1 IN DP456278 AFFECTING THE LAND SHOWN AS RIGHT OF WAY 20 FEET WIDE IN DP83284

END OF PAGE 1 CONTINUED OVER



CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1900



TORRENS TITLE

REGISTERED TO FOLIO OF THE REGISTER	
IDENTIFIER CP/SP71623	
NUMBER	DATE OF ISSUE
2	2/8/2005
CERTIFICATE AUTHENTICATION CODE	
5F86-YN-9Z5Y	

I certify that the person described in the First Schedule is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries as appear in the Second Schedule and to any additional entries in the Folio of the Register.

David Walsh



REGISTRAR GENERAL

SECOND SCHEDULE (CONTINUED)

- 9. DP1047260 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10. DP1047260 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11. DP1047260 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 12. DP1047260 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- DP1061775 EASEMENT RELEASED IN SO FAR AS IT AFFECTS PART OF LOT 13 DESIGNATED 'R' IN THE TITLE DIAGRAM
- 13. DP1047260 RIGHT TO USE FIRE STAIRS VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14. DP1047260 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LOT ABOVE DESCRIBED
- 15. DP1047260 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOT ABOVE DESCRIBED
- 16. DP1061775 RIGHT OF CARRIAGEWAY LIMITED IN STRATUM VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 17. DP1061775 RIGHT TO USE FIRE STAIRS VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 18. DP1061775 RIGHT OF FOOTWAY LIMITED IN STRATUM VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 19. DP1061775 RIGHT OF WAY LIMITED IN STRATUM 1 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 71623

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 97	2	- 85	3	- 75	4	- 67
5	- 91	6	- 91	7	- 91	8	- 91
9	- 91	10	- 91	11	- 91	12	- 91
13	- 91	14	- 91	15	- 91	16	- 91
17	- SP74486	18	- 92	19	- 89	20	- 89

END OF PAGE 2 CONTINUED OVER

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S.141 REAL PROPERTY ACT)



CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1900



TORRENS TITLE	
IDENTIFIER CP/SP71623	
EDITION 2	DATE OF ISSUE 2/8/2005
CERTIFICATE IDENTIFICATION CODE 5F86-YN-925Y	

I certify that the person described in the First Schedule is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries as appear in the Second Schedule and to any additional entries in the Folio of the Register.

David Williams



REGISTRAR GENERAL

(AGGREGATE: 10000) (CONTINUED)

SCHEDULE OF UNIT ENTITLEMENT

STRATA PLAN 71623 (CONTINUED)

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
21	- 89	22	- 89	23	- 89	24	- 89
25	- 89	26	- 89	27	- 89	28	- 89
29	- 89	30	- SP74486	31	- 100	32	- 100
33	- 100	34	- 100	35	- 100	36	- 103
37	- 85	38	- 75	39	- 67	40	- 95
41	- 95	42	- 95	43	- 95	44	- 95
45	- 95	46	- 95	47	- 95	48	- 95
49	- 95	50	- 95	51	- 95	52	- 107
53	- 95	54	- 91	55	- 91	56	- 91
57	- 91	58	- 91	59	- 91	60	- 91
61	- 91	62	- 91	63	- 91	64	- 91
65	- SP74486	66	- 102	67	- 102	68	- 102
69	- 102	70	- 102	71	- 105	72	- 89
73	- 79	74	- 71	75	- 97	76	- 181
77	- 98	78	- 98	79	- 98	80	- 98
81	- 98	82	- 98	83	- 98	84	- 98
85	- 98	86	- 103	87	- 105	88	- 95
89	- 95	90	- 95	91	- 95	92	- 95
93	- 95	94	- 95	95	- 95	96	- 183
97	- 92	98	- 103	99	- 100	100	- 100
101	- 100	102	- 100	103	- 100	104	- 160
105	- 1	106	- 1	107	- 1	108	- SP74486

STRATA PLAN 74486

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
109	- 108	110	- 99	111	- 101	112	- 1
113	- 2	114	- 2	115	- 2	116	- 1
117	- 1						

**** END OF CERTIFICATE ****

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S.141 REAL PROPERTY ACT)

STRATA MANAGEMENT AGENCY AGREEMENT
Result Property Group Pty Ltd

Date 31 March 2023		
The Owners – Strata Plan 71623		“Owners Corporation”
Attention: The Secretary Address: 1 Duffys Lane The Entrance Phone: ABN: 31 702 856 005 Facsimile: Email:		
The Agent; Result Property Group Pty Ltd		“Agent”
Attention: The Licensor Address: P O Box 7166 Alexandria NSW 2015 Phone: 02 8669 8800 ABN: 23141568344 Facsimile: 02 8669 8803 SCA (NSW) Membership No: 7471 Email: admin@resultpg.com Licence No: NSW 1644403		
Particulars		
Item 1	Professional indemnity	In accordance with Section 22 of the Agents Act
Item 2	Commencement date	19 June 2020
Item 3	Term	36 Months
Item 4	Review date	in relation to agreed services – annually on each anniversary of the commencement date in relation to additional services rates - annually on each anniversary of the commencement date in relation to charges - annually on each anniversary of the commencement date
Item 5	Percentage increase p.a	As mutually agreed
Item 6	Agreed services fee p.a	(complete one of the below options) Option 1 – \$55,538.00 plus rebates, discounts and commissions in Disclosure Schedule C1 and C2 – Agent retains all commissions (refer to clause 3.3(a)) or Option 2 – \$ _____ plus rebates, discounts and commissions in Disclosure Schedule C2 – Agent retains some commissions (refer to clause 3.3(b)) or Option 3 – \$ _____ – Agent not entitled to commissions or the fee as described in clause 3.3(c) All fees under this agreement are GST EXCLUSIVE (clause 9)
Item 7	Fee payment method	monthly ansars
Item 8	Manner of accounting	Financial Statements - by providing trust accounts statements in accordance with the PSBA Frequency of Accounting - monthly Online/Upon Request - upon request

Signatures

Owners Corporation

The common seal of the owners corporation was affixed on 31 March 2023 in the presence of:

X
Signature

Andrew Symons
Name

Strata Committee Member
Designation

X
Signature

Jim McLaren
Name

Strata Committee Member
Designation



Being the person(s) authorised by section 273 of the Act to attest the affixing of the seal.

Agent

Executed by the agent in accordance with Section 126 or 127 of the Corporations Act 2001 (Cth) in the presence of:

Signature of Authorised Person

Signature of Authorised Person

Anthony Koussis

Name of Authorised Person

Signature of Authorised Person

Signature of Authorised Person

Zac Marshall

Name of Authorised Person

Service

The owners corporation acknowledges receipt of a copy of this agreement with 48 hours of execution by the owners corporation (refer to page 9 for IMPORTANT NOTES to the parties when executing this agreement)

Jim McLaren
Name of Signatory

X
Signature

NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D – Swimming Pools Act 1992

Pool No:	45818229
Property Address:	18 CORAL STREET THE ENTRANCE
Expiry Date:	27 May 2027
Issuing Authority:	Central Coast Council

Complied with AS1926.1 (2012).

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use