

NOTICE OF ANNUAL GENERAL MEETING FOR STRATA PLAN 36449
(Section 18 & Schedule 1 of Strata Schemes Management Act 2015 (NSW))

'The Pines', 21 North Avoca Pde, NORTH AVOCA NSW 2260

**** TENANTS **** This document is issued to you as a tenant of this property as per the requirements under the Strata Schemes Management Act 2015 and is purely for your information only. While tenants may attend the meeting, you are unable to vote on any matter. Additionally, tenants may be requested to leave the meeting whilst some matters are being discussed ie. financial.

26 June 2024

Dear Owner/s,

Please find attached the Notice for your upcoming Annual General Meeting. The following pages include important information for the meeting and how to vote.

Your meeting will be held on **Saturday, 20 July 2024 North Avoca Surf Life Saving Club, 46-50 North Avoca Pde, North Avoca**. Your Strata Manager will be chairing the meeting under delegated authority and will commence at **02:00 PM**.

Please find following:

- AGM Motions to be voted upon
- Strata Committee Motions to be voted upon
- Meeting Notes and General Information
- Strata Roll Details Confirmation form
- Proxy Appointment form
- Pre-Meeting Electronic Voting Instructions

Your Meeting Check List:

- Are you Financial?
- Is your Pre-meeting voting or Proxy completed and submitted if not attending?
- Have you submitted the Strata Roll Details Confirmation form?
- Does CSTM hold your current Company Nominee form? If your lot is owned by a Company, under the SSMA a Company Nominee must be nominated and noted on the Strata Roll to be eligible to vote at meetings.

If you have any queries regarding this Notice, please do not hesitate to contact me.

Kind regards

Darren Clark

CSTM Coastal Strata Pty Ltd (Terrigan)
terrigan@cstm.com.au

1 MINUTES

That the Owners Corporation determine the minutes of the last General Meeting of the Owners Corporation as a true record of the proceedings of that meeting.

2 STRATA COMMITTEE NOMINATIONS

That the Owners Corporation determine to call for nominations for the Strata Committee.

Strata Committee Notes

For eligibility requirements apply - see sections 31 - 33 of the Act.

The maximum number of Committee Members is nine.

If the Scheme is a large Scheme then it must have at least three Committee Members.

If the Scheme is a two lot Scheme and each are owned by either an individual or a company, the Strata Committee is comprised of that lot owner or Company Nominee.

If the Scheme is a two lot Scheme and a lot is co-owned, the co-owner nominated by the other co-owner(s) or their Company Nominee or if there are no nominations the co-owner listed first on the Strata Roll is the Strata Committee Member.

3 STRATA COMMITTEE ELECTED

That the Owners Corporation determine the number of members of the Strata Committee and to elect the Strata Committee.

4 LIMITATIONS ON THE STRATA COMMITTEE

That the Owners Corporation determine whether there should be any restrictions placed on the Strata Committee other than those imposed by section 36(3)(a) of the Act and resolves that no further restrictions are to apply

Limitations on the Strata Committee Notes

Section 36(3)(a) of the Act states that Strata Committees cannot make decisions that are required to be made by the Owners Corporation by Special Resolution or Unanimous Resolution at General Meeting.

This motion may further restrict on the powers of the Strata Committee by restricting the power to make certain decisions or classes of decisions to the Owners Corporation at a General Meeting.

5 REIMBURSEMENTS

That the Owners Corporation determine to reimburse any member of the Strata Committee for any out of pocket expenses that they incur as a direct result of their duties imposed under the Act.

6 FINANCES

That the Owners Corporation consider and determine to adopt the accounting records, statements of financial information for the Administrative Fund, Capital Works Fund and any other fund held by the Owners Corporation and any auditors report as annexed to this meeting notice for the period of the last Financial Year.

Finance Notes

The accounting records and the last statements of key financial information for the Administrative & Capital Works Funds (and any other fund prepared by the Owners Corporation) are annexed to this notice.

7 AUDITOR APPOINTED

That the Owners Corporation determine that an independent audit of the accounts and financial records of the scheme is undertaken.

Auditor Notes

Section 95(1) of the Act requires large Strata Schemes and Schemes where the annual budget exceeds \$250,000 to have their accounts and Financial Statements audited prior to presentation at an Annual General Meeting. Please note that a fee of \$88 will be applicable for CSTM's assistance with the auditing process.

8 ARREARS PART A - Debt Collection

That The Owners - Strata Plan No 36449 determine 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 and arrange and monitor payment plans; AND/OR

Stage 1 - Reminder Notice for at least \$50 and 35 days overdue

Stage 2 - Final notice for at least \$100 and 65 days overdue

Stage 3 - Legal action commenced for at least \$800 & 94 days overdue

Recovery costs can be found in your Management Agreement under Further Services

- 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 36449;
- 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) Filing 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.

Debt Collection Procedure Notes

This resolution gives the Owners Corporation the power to take action to recover unpaid levies, interest and recovery costs including commencing proceedings and enforcing judgments obtained in legal proceedings for the recovery of unpaid levies, interest and recovery costs.

9 ARREARS PART B - Payment Plans for Levy Arrears (NSW)

That The Owners - Strata Plan 36449 determine 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 and to delegate to the Strata Manager and/or the Strata Committee the ability to enter into, arrange and monitor each such payment plan limited to a period of 12 months per payment plan with any further or subsequent payment plan to be entered into as agreed by the Strata Committee or Owners Corporation by resolution.

Payment Plans for Levy Arrears Notes

Pursuant to Sections 85(5) - (85)(7) of the Strata Schemes Management Act 2015 and Regulation 18 and 19 of the Strata Scheme Management Regulations 2016 an Owners Corporation may agree to enter into payment plans generally or in particular cases for the payment of overdue contributions by a resolution passed at a General Meeting. This resolution provides the power for the Owners Corporation to enter into such payment plans.

10 INSURANCES - Confirm Current Policies

That the Owners Corporation determine to confirm the insurance policies currently held by the Owners Corporation in accordance with section 164 of the Act and if applicable, with section 165(2) of the Act.

Insurance Notes

Policy No. NRSC22005888

Strata Community Insurance

Type : Building

Broker : ORACLE GROUP INSURANCE BROKERS

Premium : \$22,266.99 Paid on : 27/10/2023 Start : 1/11/2023 Next due : 1/11/2024

| Cover | Sum Insured | Excess |
|---|-----------------|------------|
| Building | \$11,900,000.00 | \$1,000.00 |
| Common Area Contents | \$119,000.00 | \$1,000.00 |
| Loss of Rent | \$1,785,000.00 | \$1,000.00 |
| Floating Floors | Included | \$1,000.00 |
| Paint | Included | \$1,000.00 |
| Public Liability | \$30,000,000.00 | \$0.00 |
| Voluntary Workers | 200,000/2,000 | \$0.00 |
| Fidelity Guarantee | \$100,000.00 | \$0.00 |
| Office Bearers | \$2,000,000.00 | \$0.00 |
| Gov Audit Costs | \$25,000.00 | \$0.00 |
| Appeal Expenses | \$100,000.00 | \$0.00 |
| Legal Defence Expenses | \$50,000.00 | \$1,000.00 |
| Lot Owner Fixtures And Improvements (per Lot) | \$300,000.00 | \$0.00 |
| Catastrophe | \$3,570,000.00 | \$0.00 |

11 INSURANCE RENEWAL

That the Owners Corporation determine to take out insurance of the kind referred to in section 164 and 165(2) of the Act and authorises the Strata Managing Agent prior to the end of term of any existing insurance policy, to:

Obtain three quotations, and taking into consideration the wishes of the Strata Committee, if the terms are reasonably comparable, to enter into a new contract for insurance on behalf of the Owners Corporation.

Insurance Renewal Notes

Section 165(2) of the Act refers to insurance for:

- (a) damage to property, death or bodily injury for which a person holding the office of chairperson, secretary, treasurer or member of the Strata Committee of the Owners Corporation could become liable in damages because of an act or omission, committed or omitted in good faith, in performing the functions of that office,*
- (b) misappropriation of money or other property of the Owners Corporation.*

12 INSURANCE VALUATION

That the Owners Corporation determine to have its building valued for insurance purposes and authorises the Strata Managing Agent to engage a Valuer for this purpose.

Insurance Valuation Notes

Last valuation undertaken 14/09/2023

Last valuation amount \$11900000

Although there is no requirement under the Act or the Regulations for a valuation to be conducted it is strongly recommended, that a valuation be obtained for insurance purposes at least once every five years.

13 STRATA MANAGEMENT

That the Owners Corporation determine, pursuant to section 49 of the Act, to:

- a. appoint CSTM Coastal Strata ABN 75 120 424 320 as its Strata Managing Agent and to be effective from Saturday, 20 July 2024 for a term of 3 years;
- b. delegates to the Strata Managing Agent the powers, authorities, duties and functions of the Owners Corporation and its Strata Committee, according to the terms of the strata management agreement annexed to the meeting notice; and
- c. authorises the execution of the Strata Management Agreement annexed to the meeting notice by affixing the Common Seal of the Owners Corporation under signature of the Secretary and Chairperson or in their absence, any two owners of lots in the Strata Scheme.

Strata Management Notes

A copy of the proposed Strata Management Agreement is Annexed to this notice.

14 COMMISSIONS RECEIVED

That the Owners Corporation determine to acknowledge commissions paid to the Agent within the prior calendar year and commissions likely to be payable to them within the next calendar year.

- a. Insurance Commission received -
- b. Insurance Commission estimated - \$3,000

Commissions Received

Under the Strata Schemes Management Act 2015, a Strata Manager must disclose any commission received over the past 12 months and also disclose any commission that they are likely to receive. The only commission received was in connection with the Insurance policy.

15 NOTICE OF DELEGATED FUNCTIONS BY A STRATA MANAGING AGENT

That the Owners Corporation determine to accept that the following list of duties of the Strata Managing Agent was undertaken during the preceding twelve months under the Strata Managing Agent's ongoing delegated function:

- a. The preparation of estimates and levying of Administrative and Capital Works Funds contributions;
- b. Issuing receipts and payment of money to or from the Owners Corporation;
- c. The taking out of insurance with Strata Community Insurance;
- d. The conduct of meetings, handling of correspondence and the maintenance of records;
- e. The conduct of emergency works

16 10 YEAR CAPITAL WORKS FUND PLAN

That the Owners Corporation discuss the preparation of the 10-year Capital Works Fund plan and

determine to:

- a. accept the existing 10-year Capital Works plan
- b. authorise the Strata Managing Agent to obtain such a plan from a suitably qualified consultant.

Capital Works Fund Plan Notes

Capital Works Fund Plan review date 1/07/2034.

Should you require a copy of the 10 year Capital Works plan, please contact our office prior to the meeting.

Section 80(3) of the Strata Schemes Management Act 2015 states that an Owners Corporation may, by resolution at a general meeting, review, revise or replace a 10-year plan prepared under this section and must review the plan at least once every 5 years.

17 ANNUAL FIRE SAFETY

That the Owners Corporation appoint an owner's agent to complete the Fire Safety Statement, approved under the Environmental Planning and Assessment Regulations 2000, and undertake all the necessary administrative processes to obtain the Fire Safety Statement, for the coming year.

That the Owners Corporation further determine that the owners' agent will select a competent Fire Safety Practitioner, using the guidelines published by NSW Planning, in accordance with the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulations 2017.

Annual Fire Safety Statement Notes

Due to recent changes introduced, council are now requiring more specific details in relation to the Annual Fire Safety Statements (AFSS). For Council to accept the AFSS the above motion needs to be approved and for the Owners Corporation to nominate a person to sign the AFSS.

18 WORK HEALTH & SAFETY AUDIT

That the Owners Corporation determine to engage the services of an independent contractor to undertake a Work Health & Safety Audit of the Common Property and submit a report to the Managing Agent on the safety and possible hazards at the property and that the Managing Agent forward the report onto the Strata Committee for instructions.

Work Health & Safety Audit Notes

CSTM strongly recommend that the Owners Corporation undertakes a Work, Health & Safety audit by an independent contractor. This is a legislative requirement for all Commercial, Industrial and Mixed Use Strata Schemes.

19 ASBESTOS AUDIT

That the Owners Corporation determine to engage the services of an independent contractor to undertake an Asbestos Audit of the Common Property and submit a report to the Managing Agent and that the Managing Agent forward the report onto the Strata Committee for instructions.

Asbestos Audit Notes

CSTM strongly recommend that the Owners Corporation undertakes an asbestos audit. This is a legislative requirement that all Commercial, Industrial and Mixed Use Strata Schemes built prior to 2004 undertake an asbestos audit by an independent contractor.

20 TERMITE INSPECTION

That the Owners Corporation determine to engage the services of an independent contractor to undertake an inspection of the Common Property for evidence of Termite activity and that the Managing Agent forward the report onto the Strata Committee for instructions.

Termite Inspection Notes

There is no statutory obligation for an Owners Corporation to have an annual termite inspection undertaken however it is recommended by CSTM that regular inspections be considered.

21 ADMINISTRATIVE FUND

That the Owners Corporation determine that the estimate of the contribution required to the Administrative Fund in accordance with section 79(1) of the Act of is \$ 75,000.00 & to determine to levy this amount in accordance with section 81(1) of the Act with contributions due and payable as follows:

| Date Instalment Due | Levy Instalment Amount |
|----------------------------|-------------------------------|
| 01/07/2024 | \$16,250.00 |
| 01/10/2024 | \$19,583.33 |
| 01/01/2025 | \$19,583.33 |

| | | |
|--------------|-------------|---|
| 01/04/2025 | \$19,583.33 | |
| * 01/07/2025 | \$19,583.33 | * |

* This levy instalment is not included within the total yearly levy amount of \$ 75,000.00

Administrative Fund Notes

A copy of the estimated contributions for each lot are annexed to this notice.

22 CAPITAL WORKS FUND

That the Owners Corporation determine to confirm the estimate of the contribution required to the Capital Works Fund in accordance with section 79(2) of the Act is \$ 45,000.00 & determine to levy this amount in accordance with section 81(1) of the Act with contributions due and payable as follows:

| Date Instalment Due | Levy Instalment Amount |
|---------------------|------------------------|
| 01/07/2024 | \$11,250 |
| 01/10/2024 | \$11,250 |
| 01/01/2025 | \$11,250 |
| 01/04/2025 | \$11,250 |
| * 01/07/2025 | \$11,250 * |

* This levy instalment is not included within the total yearly levy amount of \$ 45,000.00

Capital Works Fund Notes

A copy of the estimated contributions for each lot are annexed to this notice.

23 DATE OF NEXT AGM

That the next Annual General Meeting of the Owners Corporation be set for Saturday 3rd August 2025 at the North Avoca Life Saving Club, 46-50 North Avoca Pde, North Avoca commencing at 2pm.

24 BY-LAWS REPEAL

The Owners - Strata Plan No 36449 SPECIALLY RESOLVES pursuant to section 141 of the *Strata Schemes Management Act 2015* to repeal By-laws 1 to 12, 14 to 29, 38, 39, 43, 44, 48, 49, 54, Special By-Law 1 Garage Door Remotes, Special By-Law 3 Balcony Tiles, Special By-Law 4 Holiday Letting, Special By-Law 6 Lot Owners Responsibility, Special By-Law 7 Use of Air Conditioning and to prepare and register an updated consolidated version of the by-laws, once made.

EXPLANATORY NOTE: This motion and the following by-law motions are resolving to take various actions of removing various by-laws, adding new ones and amending others, so that the attached document setting out the by-laws for the scheme will become the new consolidated set of by-laws.

25 BY-LAWS REGISTER

The Owners - Strata Plan No 36449 SPECIALLY RESOLVES pursuant to sections 136 and 141 of the *Strata Schemes Management Act 2015* to change the by-laws applicable to the strata scheme by adding new by-laws in the terms detailed in the document attached to this meeting notice labelled 1 to 19, 27, 28, 35, 37, 40 to 43 and to prepare and register an updated consolidated version of the by-laws incorporating the new by-law, once made.

26 BY-LAWS AMEND

The Owners - Strata Plan No 36449 SPECIALLY RESOLVES pursuant to section 141 of the *Strata Schemes Management Act 2015* to amend the by-laws in the following terms and to prepare and register an updated consolidated version of the by-laws incorporating the new by-law, once made:

- By-Law 33
 - (a) Change the number of the By-law from 33 to 20;
 - (b) Insert new diagrams depicting the locations of the car spaces.
- By-Law 34
 - (a) Change the number of the By-law from 34 to 22;
 - (b) Insert a name for the By-law "EXCLUSIVE USE LOT 5"
- By-Law 35
 - (a) Change the number of the By-law from 35 to 23;
 - (b) Insert a name for the By-law "EXCLUSIVE USE LOT 1"

- By-Law 36
 - (a) Change the number of the By-law from 36 to 21;
 - (b) Insert a name for the By-law "EXCLUSIVE USE LOT 2 AND 8"
- By-Law 37
 - (a) Change the number of the By-law from 37 to 24;
 - (b) Insert a name for the By-law "EXCLUSIVE USE LOT 6"
- By-Law 41
 - (a) Change the number of the By-law from 41 to 25;
- By-Law 42
 - (a) Change the number of the By-law from 42 to 26;
- By-Law 47
 - (a) Change the number of the By-law from 47 to 30;
 - (b) Insert a name for the By-law "LOCKS, FLOOR & WALL TILES & SECURITY\SCREEN DOORS & WINDOWS"
- By-Law 50
 - (a) Change the number of the By-law from 50 to 31;
- By-Law 61
 - (a) Change the number of the By-law from 51 to 32;
 - (b) Insert a name for the By-law "FOXTEL DISH LOT 5"
- By-Law 52
 - (a) Change the number of the By-law from 52 to 33;
- By-Law 55
 - (a) Change the number of the By-law from 55 to 36;
- Special By-Law 2
 - (a) Change the number of the By-law from Special By-Law 2 to 38;
- Special By-Law 5
 - (a) Change the number of the By-law from Special By-Law 5 to 39;

27 BY-LAWS REPEAL 45

The Owners - Strata Plan No 36449 SPECIALLY RESOLVES pursuant to section 141 of the *Strata Schemes Management Act 2015* to repeal By-law 45 and to prepare and register an updated consolidated version of the by-laws incorporating the new by-law, once made.

EXPLANATORY NOTE: This motion proposes to repeal existing By-law 45, dealing with the installation of air conditioning, roof insulation, skylights, satellite dishes, roof ventilators and awnings and to deal with those renovations in the strata scheme via a new major and minor works approval programme by-law which is the subject of a succeeding motion.

28 BY-LAWS AMEND CAR PARKING

The Owners - Strata Plan No 36449 SPECIALLY RESOLVES pursuant to section 141 of the *Strata Schemes Management Act 2015* to amend Special By-law 1 in the following terms and to prepare and register an updated consolidated version of the by-laws incorporating the new by-law, once made:

- (a) Change the number of the By-law from Special By-law 1 to By-law 29;
- (b) Insert a name for the By-law "Car Space Storage";
- (c) Number the existing wording as "29.1";
- (d) Insert two new clauses numbered 29.2 and 29.3 as follows:

31.2 An owner or occupier of a lot must not keep or operate any thing in the car space of the lot which contravenes any law, the development consent for the strata scheme or which may pose a safety, security or fire safety risk to the strata scheme or to any owner or occupier of a lot in the strata scheme.

31.3 An owner or occupier of a lot must not, except with the prior approval of the Owners Corporation, power or operate any large electrical goods used domestically, including without limitation any fridges, freezers, washing machines, clothes dryers and other similar appliances, or charge any electric vehicle or hybrid vehicle, in the car space of the lot. An owner or occupier of a lot given approval to power, operate or charge an item in the car space of the lot must pay to or reimburse the Owners Corporation the reasonable electricity costs (determined

by the Owners Corporation from time to time, acting reasonably) for any common property electricity that is used by that owner or occupier to power, operate or charge an item in the car space of the lot.

Explanatory Note: This motion proposes to amend existing Special By-law 1 dealing with the use of car spaces of lots in the strata scheme.

29 BY-LAWS WORKS

The Owners - Strata Plan No 36449 SPECIALLY RESOLVES pursuant to sections 136 and 141 of the Strata Schemes Management Act 2015 to change the by-laws applicable to the strata scheme by adding a new by-law in the terms detailed in the document attached to this meeting notice and to prepare and register an updated consolidated version of the by-laws incorporating the new by-law, once made.

30 BY-LAWS REPEAL 24

The Owners - Strata Plan No 36449 SPECIALLY RESOLVES pursuant to section 141 of the *Strata Schemes Management Act 2015* to repeal By-law 24 and to prepare and register an updated consolidated version of the by-laws, once made. Further Resolved that proposed By-Law 45 shall be re-numbered to by-law 44.

Explanatory Note: At the last general meeting it was requested that by-law 24 be repealed. If accepted the following motion to amend the by-law will be automatically defeated. This will allow for the by-law to be properly re-numbered if it is retained.

By-law wording below for your reference:

Moving furniture, etc., on or through common property

24 A proprietor or occupier of a lot shall not transport any furniture or large object through or upon common property within the building unless he has first given to the council notice of his intention to do so sufficient in the circumstances to enable the council to arrange for its nominee to be present at the time when he does so.

31 BY-LAWS AMEND 24

The Owners - Strata Plan No 36449 SPECIALLY RESOLVES pursuant to sections 136 and 141 of the Strata Schemes Management Act 2015 to change the by-laws applicable to the strata scheme by adding new by-laws in the terms detailed in the document attached to this meeting notice labelled 44 and to prepare and register an updated consolidated version of the by-laws incorporating the new by-law, once made.

Explanatory Note: At the last general meeting it was requested that by-law 24 be repealed. If accepted the following motion will add a by-law in similar terms to what by-law 24 was. Please note that by-law 24 was proposed to be repealed in a previous motion, this is just determining if you would like to have something similar put back. By-law wording below for the current by-law 24 for your reference:

Moving furniture, etc., on or through common property

24 A proprietor or occupier of a lot shall not transport any furniture or large object through or upon common property within the building unless he has first given to the council notice of his intention to do so sufficient in the circumstances to enable the council to arrange for its nominee to be present at the time when he does so.

Date of this notice: 26 June 2024

The name of your CSTM Strata Manager is Darren Clark

IMPORTANT NOTES TO MEETING NOTICE

Clause 8, Schedule 1 Notice - Voting at the meeting

1. *Priority votes:* A vote at the meeting by an owner of a lot does not count if a priority vote in respect of the lot is cast in relation to the same matter. A "priority vote" is defined in cl 24(1) of Schedule 1 of the Act. It essentially means an owner's vote does not count if a vote is cast on the same motion by:
 - (a) the mortgagee shown on the Strata Roll for the lot;
 - (b) the covenant chargee shown on the Strata Roll for the lot; or
 - (c) in the case of multiple mortgagees or covenant chargees, the priority mortgagee or chargee shown on the Strata Roll for the lot;
2. *Contributions:* An owner of a lot or person with a priority vote in respect of a lot may not vote at the meeting on a motion (other than a motion requiring a Unanimous Resolution) unless payment has been made before the meeting of all contributions levied on the owner and any other amounts recoverable from the owner, in relation to the lot that are owing at the date of the meeting;
3. *Person or proxy:*
 - (a) if the addressee of this notice is not a corporation - voting and other rights conferred by Schedule 1 of the Act may be exercised in person or by proxy;
 - (b) if the addressee of this notice is a corporation - voting and other rights conferred by Schedule 1 may be exercised only by the Company Nominee in person, or by proxy appointed by the addressee;
4. *Proxy delivery:* A proxy instrument is ineffective unless it contains the date on which it is made and it is given to the secretary of the Owners Corporation:
 - (a) in the case of a large strata Scheme, at least 24 hours before the first meeting in relation to which the instrument is to operate; or
 - (b) in any other case, at or before the first meeting in relation to which the instrument is to operate: cl 26 (3), Schedule 1.

Quorum

Clause 17 of Schedule 1 of the Act states the following in relation to a quorum:

- "(1) *Quorum required for motion or election* A motion submitted at a meeting must not be considered, and an election must not be held at a meeting, unless there is a quorum present to consider and vote on the motion or on the election.
- (2) *When quorum exists* A quorum is present at a meeting only in the following circumstances:
 - (a) if not less than one-quarter of the persons entitled to vote on the motion or election are present either personally or by duly appointed proxy,
 - (b) if not less than one-quarter of the aggregate unit entitlement of the strata Scheme is represented by the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election,
 - (c) if there are 2 persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election, in a case where there is more than one owner in the strata Scheme and the quorum otherwise calculated under this subclause would be less than 2 persons.
- (3) A person who has voted, or intends to vote, on a motion or at an election at a meeting by a permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum.
- (4) *Procedure if no quorum* If no quorum is present within the next half-hour after the relevant motion or business arises for consideration at the meeting, the chairperson must:
 - (a) adjourn the meeting for at least 7 days, or
 - (b) declare that the persons present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.
- (5) *Quorum for adjourned meeting* If a quorum is not present within the next half-hour after the time fixed for the adjourned meeting, the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting."

Call for Nominations to Strata Committee

This meeting notice includes a further call for nominations for members of the Strata Committee. Please provide our office with any written nominations and include the following information:

- your name;
- the name of the person you are nominating; and
- confirmation that the person you are nominating consents to their nomination

Nominations for Strata Committee Membership may also be received at the General Meeting.

An owner or a person may make a nomination for the Strata Committee even if they are not entitled to vote due to their un-financial status.

GENERAL INFORMATION

Limitations on Proxies

Limitations on proxies apply. In particular, clause 27(7) of Schedule 1 of the Act provides:

"The total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution are as follows:

- (a) if the strata Scheme has 20 lots or less, one,
- (b) if the strata Scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.

Before providing your proxy form you should contact your proxy to determine whether or not they hold any other proxy forms.

Types of Motions

Motions listed requiring a Unanimous or Special Resolution will be clearly indicated.

A *Special Resolution* is a resolution against which not more than one quarter of the value of votes are cast.

A *Unanimous Resolution* is a resolution where there cannot be any votes cast against the motion.

Voting Eligibility & Financial Status

Clause 23(8) of Schedule 1 of the Act provides that voting rights cannot be exercised if the contributions for your lot have not been paid. The relevant consideration is whether or not the owner of the lot was an un-financial owner at the date notice of the meeting was given and did not pay the amounts owing before the meeting. This does not affect voting rights on a motion requiring a Unanimous Resolution

What does this mean?

If, as at the date of the meeting notice, you owe any contributions or interest, for example \$1.00 you must pay that \$1.00 prior to the actual meeting. If you do not, you are an un-financial member and cannot vote unless the motion requires a Unanimous Resolution.

Your Strata Manager, under their strata managing agreement, does not accept cash payments. Any payment of contributions, interest or other amounts owing are deemed received when they are received in cleared funds.

All references in this notice to the *Act* refer to the *Strata Schemes Management Act 2015* and all references to the *Regulations* are to the *Strata Schemes Management Regulations 2016* unless otherwise indicated.

NOTICE OF STRATA COMMITTEE MEETING
(schedule 2 of Strata Schemes Management Act 2015 (NSW))

**TO STRATA COMMITTEE MEMBERS AND OWNERS
OF LOTS IN STRATA PLAN NO: 36449**

ADDRESS: 'The Pines', 21 North Avoca Pde, NORTH AVOCA NSW 2260

A Strata Committee Meeting will be held on **Saturday, 20 July 2024** and it will commence immediately upon completion of the Annual General Meeting.

The Agenda for the meeting is:

1. **MINUTES**
That the Strata Committee determine the Minutes of its last Meeting as a true record of the proceedings of that Meeting.
2. **STRATA COMMITTEE**
That nominations be sought for the positions of Chairperson, Secretary and Treasurer and that Members of the Strata Committee be duly elected to fill these positions.
3. **POINT OF CONTACT**
That a member of the Strata Committee be elected to be the schemes point of contact to interact with the Strata Managing Agent.
4. **OFFICE OF FAIR TRADING PORTAL (STRATA HUB)**
The Strata Committee authorises the strata manager to comply with the owners corporation obligations under the Strata Schemes Management Amendment (Information) Regulation 2021 this year and on an ongoing basis and to charge in accordance with the terms of its agency agreement".

Office of Fair Trading Portal (Strata Hub) Notes

New regulations commenced on 30th June 2022 which imposed a requirement on the owners corporation to lodge information to the Office of Fair Trading in relation to the scheme on an annual basis, as well as providing updates of any changes to the information supplied. There will be a charge of \$3 per lot payable to the Office of Fair Trading and a further service charge from CSTM in line with your agency agreement.

Date of this notice: 26 June 2024

GENERAL INFORMATION

Quorum (Clause 12 of schedule 2 of the Act)

"(1) A motion submitted at a meeting of a strata committee must not be considered unless there is a quorum present to consider and vote on the motion.

(2) A quorum is present at a meeting only in the following circumstances:

(a) in the case of a strata committee which has only one member, if the member is present,

(b) in any other case, if not less than one-half of the persons entitled to vote on the motion are present.

(3) A person who has voted, or intends to vote, on a motion or at an election at a meeting by a permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum.

(4) The quorum for meetings of a strata committee is to be calculated on the basis of the number of members last determined by the owners corporation for the committee."

Voting Eligibility & Financial Status

Clause 9(4) of Schedule 2 of the Act provides that voting rights cannot be exercised if the contributions for your lot have not been paid or if you were nominated for the strata committee by a member who has not paid the contributions for their lot. The relevant consideration is whether or not the owner of the lot was an un-financial owner at the date notice of the meeting was given and did not pay the amounts owing before the meeting.

What does this mean?

If, as at the date of the meeting notice, you (or the member who nominated you for the strata committee) owe any contributions or interest, for example \$1.00 you must pay that \$1.00 prior to the actual meeting. If you do not, you are an un-financial member and cannot vote at the meeting.

Your strata manager, under their strata managing agreement, does not accept cash payments. Any payment of contributions, interest or other amounts owing are deemed received when they are received in cleared funds.

Tenant Representative

Section 33 of the Act provides that the tenant representative, if the strata committee so determines, is not entitled to be present at the meeting when the following matters are discussed: financial statements

<http://www.austlii.edu.au/au/legis/nsw/consol_act/ssma2015242/s4.html> and auditor's reports, levying of contributions, recovery of unpaid contributions, a strata renewal proposal under Part 10 of the *Strata Schemes Development Act 2015* <http://www.austlii.edu.au/au/legis/nsw/consol_act/ssda2015279/> or any related matter, or any other financial matter specified by the regulations.

Clause 9(5) of Schedule 2 of the Act provides that the tenant representative is not entitled to vote on any motion.

Attendance at Strata Committee Meetings by Non-Members

Owners or company nominees of a lot in the scheme may attend a strata committee meeting however they are not entitled to address the meeting unless authorized by a resolution of the meeting.

All references in this notice to the Act refer to the *Strata Schemes Management Act 2015* and all references to the Regulations are to the *Strata Schemes Management Regulations 2016* unless otherwise indicated.

This does not prevent a Strata Committee meeting being held or attended in person or a meeting being held in writing in accordance with schedule 2 clause (2) of the Regulations. Meetings held by telephone conference or video conference are not recorded by the Strata Managing Agent.

Strata Roll Details Confirmation

Strata Plan 36449 - 'The Pines', 21 North Avoca Pde, NORTH AVOCA NSW 2260

26 June 2024

Dear Owner/s,

Please assist us to ensure that the information recorded on our database is correct by completing the below, including your preferred title (eg. Mr, Mrs, Ms, Dr) then sign where indicated and return to our office for processing.

If the lot is owned by a company, this form MUST be completed by the Company Nominee.
'Appointment of a Company Nominee' form available upon request.

NB: Contact information may be distributed to members of the Strata Committee and tradespersons for the sole purpose of administering the property.

Darren Clark
CSTM Coastal Strata

Owner Details: Lot No. _____ Unit No. _____

Owner Name/s: _____

Address: _____

T (H): _____ W: _____ M: _____

Email: _____
(Please print clearly)

Delivery Details: circle 1 option only for each of the following 2 document types

1. Levy Notices: Email to Owner OR Post to Owner OR Email to Agent OR Email to Tenant

2. All other Correspondence: Email to Owner OR Post to Owner OR Email to Agent

Owner Occupier: YES / NO

Rental Agent Details: Name: _____

Address: _____ T: _____

Tenant Details: (if self-managed) All names on lease: _____

T (H): _____ W: _____ M: _____

Email: _____

Lease Start Date: ____/____/____ Term: _____ mths

Owner **Owner**
Name: _____ **Signature:** _____ ____/____/____

Return to: CSTM Coastal Strata, PO Box 100, Terrigal NSW 2260 E: updates@cstm.com.au

PROXY APPOINTMENT FORM

Strata Schemes Management Act 2015 Clauses 13, 20 and 43

I/We _____ Date ____/____/____

The owners of Lot No. _____ in Strata Plan No. **36449**

1. Appoint _____ of _____ as my/our Proxy for the purposes of Meetings of the Owners Corporation (including adjournments of Meetings). **OR**
2. I/We appoint _____ of _____ as my/our Proxy for the purposes of Meetings of the Owners Corporation (including adjournments of Meetings) if _____ already holds the maximum number of proxies that may be accepted.

Period or number of Meetings for which appointment of proxy has effect:

* 1 Meeting or * ____ Meetings **OR**

* 1 month or * ____ months **OR**

* 12 months or 2 consecutive Annual General Meetings.

** Circle or complete and circle whichever applies*

(Note. The appointment cannot have effect for more than 12 months or 2 consecutive AGM's, whichever is the greater.)

*1. This form authorises the proxy to vote on my/our behalf on all matters. **OR**

*2. This form authorises the proxy to vote on my/our behalf on the following matters only:

[Specify the matters and any limitations on the matter in which you want the proxy to vote.]

** Delete paragraph 1 or 2, whichever does not apply.*

I/We request that the Proxy record my/our vote as follows: (Circle **'YES'** or **'NO'** for each motion on the agenda)

| | | | | |
|--------------------|--------------------|--------------------|--------------------|--------------------|
| Motion 1 Yes / No | Motion 2 Yes / No | Motion 3 Yes / No | Motion 4 Yes / No | Motion 5 Yes / No |
| Motion 6 Yes / No | Motion 7 Yes / No | Motion 8 Yes / No | Motion 9 Yes / No | Motion 10 Yes / No |
| Motion 11 Yes / No | Motion 12 Yes / No | Motion 13 Yes / No | Motion 14 Yes / No | Motion 15 Yes / No |
| Motion 16 Yes / No | Motion 17 Yes / No | Motion 18 Yes / No | Motion 19 Yes / No | Motion 20 Yes / No |
| Motion 21 Yes / No | Motion 22 Yes / No | Motion 23 Yes / No | Motion 24 Yes / No | Motion 25 Yes / No |
| Motion 26 Yes / No | Motion 27 Yes / No | Motion 28 Yes / No | Motion 29 Yes / No | Motion 30 Yes / No |

Do you wish to be elected to the Strata Committee (one nomination per lot) Yes / No

Preferred Position if elected (number 1-4) ____ Chairperson ____ Treasurer ____ Secretary ____ Member

Name of Nominated Person

Signature of Nominee as consent

- *3. If a vote is taken on whether (the Strata Managing Agent) should be appointed or remain in office or whether another Managing Agent is to be appointed, I/we want the proxy to vote as follows:

** Delete paragraph 3 if proxy is not authorised to vote on this matter. For examples, read note 1 below.*

- *4. I understand that, if the Proxy already holds more than the permitted number of proxies, the Proxy will not be permitted to vote on my/our behalf on any matters.

Signature of Owner/s _____

****PRE-MEETING ELECTRONIC VOTING PAPER IF PREFERRED IS FOLLOWING THE NOTES ON NEXT PAGE****

Return this Proxy to: CSTM Coastal Strata, PO Box 100, Terrigal NSW 2260 E: terrigan@cstm.com.au

IMPORTANT INFORMATION ON PROXY APPOINTMENT

Notes on appointment of proxies

1. This form is ineffective unless it contains the date on which it was made and it is given to the secretary of the owners corporation at least 24 hours before the first meeting in relation to which it is to operate (in the case of a large strata scheme) or at or before the first meeting in relation to which it is to operate (in any other case).
2. This form will be revoked by a later proxy appointment form delivered to the secretary of the owners corporation in the manner described in the preceding paragraph.
3. This form is current from the day on which it is signed until the end of the period (if any) specified on the form or the first anniversary of that day or at the end of the second annual general meeting held after that day (whichever occurs first).
4. If a person holds more than the total number of proxies permissible, the person cannot vote using any additional proxies. The total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution are as follows:
 - (a) if the strata scheme has 20 lots or less, one,
 - (b) if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
5. A provision of a contract for the sale of a lot in a strata scheme, or of any ancillary or related contract or arrangement, is void and unenforceable to the extent that it:
 - (a) requires the purchaser of a lot, or any other person, to cast a vote at a meeting of the owners corporation at the direction of another person, or
 - (b) requires the purchase to give a proxy at the direction of another person for the purpose of voting at a meeting of the owners corporation (that is a person cannot rely on any such proxy to cast a vote as a proxy).

Notes on rights of proxies to vote

1. A duly appointed proxy:
 - (a) may vote on a show of hands (or by other means approved by general resolution at a meeting of the owners corporation), subject to any limitation in this form, or may demand a poll, and
 - (b) may vote in the person's own right if entitled to vote otherwise than as a proxy, and
 - (c) if appointed as a proxy for more than one person, may vote separately as a proxy in each case.
2. A proxy is not authorised to vote on a matter:
 - (a) if the person who appointed the proxy is present at the relevant meeting and personally votes on the matter, or
 - (b) so as to confer a pecuniary or other material benefit on the proxy, if the proxy is a strata managing agent, building manager or on-site residential property manager, or
 - (c) if the right to vote on any such matter is limited by this form.

PRE-MEETING ELECTRONIC VOTING PAPER

(Clause 15 Strata Schemes Management Regulation 2016)

Pre-meeting electronic voting can be accessed through your owners portal. You would have recently received an email invite to create an account. Once your account is created you can login here:

[<https://mrstratamasterconnect.my.smata.com/>](https://mrstratamasterconnect.my.smata.com/)

Follow the below steps to cast your vote:

1. Towards the bottom of the main building screen listed under Upcoming Meetings, select "VOTE" on the appropriate meeting.
2. Cast your vote accordingly on each of the motions, and finally click submit at the bottom.
3. Voting must be completed 24 hours before the scheduled meeting time.

IMPORTANT INFORMATION ON PRE-MEETING ELECTRONIC VOTING

Pre-Meeting Electronic Voting Notice:

1. If the motion is to be determined **partly** by pre-meeting voting. This means that you may vote either by pre-meeting electronic voting or by attending the meeting itself. If you choose to cast a pre-meeting electronic vote, you should be aware that the motion may be amended at the general meeting if other voting options are available. If that occurs your pre-meeting vote may have no effect. The pre-meeting vote can not be counted towards some motions such as the election of the Strata Committee and other similar motions that are not a straightforward yes or no.
2. If the motion is to be decided only by pre-meeting electronic voting. This means that the motion cannot be amended at the meeting.

Statement of Key Financial Information

Approved form under: Strata Schemes Management Act 2015 (Section 94 (1))

The Owners--Strata Plan 36449

'The Pines', 21 North Avoca Pde, NORTH AVOCA NSW 2260

Name of Fund: **Administrative Fund**

Reporting Period: 1/07/2023 to 30/06/2024

\$

| | | |
|---|-----------------|-----|
| Balance carried forward from previous reporting period: | 1,590.85 | |
| Total income received during reporting period: | 76,057.10 | (2) |
| Total interest earned by fund during reporting period: | 171.31 | (3) |
| Total contributions paid during reporting period: | 69,542.44 | |
| Total unpaid contributions payable for reporting period: | 1,071.67 | (4) |
| Total expenditure for maintenance during reporting period: | 66,598.39 | (5) |
| Total expenditure for administration costs during reporting period: | 0.00 | |
| Balance of Fund at end of reporting period: | 1,135.77 | |

List of principal items of expenditure proposed for next reporting period: (6)

| | |
|--|-----------|
| Admin--Agent Disburst--Postage | 100.00 |
| Admin--Agent Disburst--Stationery | 1,056.00 |
| Admin--Archive Storage Fees | 78.00 |
| Admin--Auditors--Taxation Services | 25.00 |
| Admin--Fair Trading Strata Hub | 48.00 |
| Admin--Further Services Fees | 6,000.00 |
| Admin--Income Tax Return Fee | 150.00 |
| Admin--Legal Fees & Debt Collection Fees | 2,000.00 |
| Admin--Management Fees--Standard | 6,172.00 |
| Admin--Meeting Room Expenses | 300.00 |
| Admin--WH&S Creditor Compliance | 100.00 |
| Insurance--Premiums | 25,000.00 |
| Maint Bldg--Cleaning | 13,000.00 |
| Maint Bldg--Fire Protection | 2,000.00 |
| Maint Bldg--General Repairs | 5,000.00 |
| Maint Bldg--Intercom | 250.00 |
| Maint Bldg--Pest/Vermin Control | 2,000.00 |
| Maint Bldg--Plumbing & Drainage | 1,500.00 |
| Utility--Electricity | 5,775.00 |
| Total Expenses | 70,554.00 |

Notes:

(1) The Statement of Key Financial Information is a statutory report to display amounts for the financial period for financial information required under the Act. It is not a cumulative report and should not be interpreted as one.

(2) Total income received represents the total receipts (inclusive of GST) and may include amounts not represented on this report. Unallocated receipts are not included on this report as they are not assigned to a fund.

(3) Total interest includes interest received on the working account, and investment accounts and penalty interest for late payment of levies.

(4) This amount represents the total of unpaid levy contributions due and payable during, and prior to the reporting period.

(5) All expenditure for the plan is shown under maintenance. As the plan is not GST registered all amounts shown in expenditure totals are inclusive of GST.

(6) As the plan is not GST registered all amounts listed for proposed expenditure are inclusive of GST.

Name of Fund: **Capital Works Fund**

Reporting Period: 1/07/2023 to 30/06/2024 \$

| | | |
|--|-------------------|-----|
| Balance carried forward from previous reporting period: | 141,134.56 | |
| Total income received during reporting period: | 48,166.14 | (2) |
| Total interest earned by fund during reporting period: | 119.49 | (3) |
| Total contributions paid during reporting period: | 48,166.14 | |
| Total unpaid contributions payable for reporting period: | 741.93 | (4) |
| Total expenditure for maintenance during reporting period: | 37,134.08 | (5) |
| Total expenditure for administration costs during reporting period: | 0.00 | |
| Balance of Fund at end of reporting period: | 149,119.97 | |
| List of principal items of expenditure proposed for next reporting period: | | (6) |
| Maint Bldg--Glass--Capital Works | 54,000.00 | |
| Maint Bldg--Remedial Work--Capital Works | 18,050.00 | |
| Maint Bldg--Waterproofing--Capital Works | 55,400.00 | |
| Total Expenses | 127,450.00 | |

Notes:

- (1) The Statement of Key Financial Information is a statutory report to display amounts for the financial period for financial information required under the Act. It is not a cumulative report and should not be interpreted as one.
- (2) Total income received represents the total receipts (inclusive of GST) and may include amounts not represented on this report. Unallocated receipts are not included on this report as they are not assigned to a fund.
- (3) Total interest includes interest received on the working account, and investment accounts and penalty interest for late payment of levies.
- (4) This amount represents the total of unpaid levy contributions due and payable during, and prior to the reporting period.
- (5) All expenditure for the plan is shown under maintenance. As the plan is not GST registered all amounts shown in expenditure totals are inclusive of GST.
- (6) As the plan is not GST registered all amounts listed for proposed expenditure are inclusive of GST.

Balance Sheet

As at 25/06/2024

The Owners--Strata Plan 36449

'The Pines', 21 North Avoca Pde, NORTH AVOCA
NSW 2260

Current period

Owners' funds

Administrative Fund

| | |
|----------------------------------|-----------------|
| Operating Surplus/Deficit--Admin | (455.08) |
| Owners Equity--Admin | 1,590.85 |
| | <u>1,135.77</u> |

Capital Works Fund

| | |
|--|-------------------|
| Operating Surplus/Deficit--Capital Works | 7,985.41 |
| Owners Equity--Capital Works | 141,134.56 |
| | <u>149,119.97</u> |

Net owners' funds

\$150,255.74

Represented by:

Assets

Administrative Fund

| | |
|---------------------------|-----------------|
| Cash at Bank--Admin | 5,187.51 |
| Receivable--Levies--Admin | 1,071.67 |
| Receivable--Other--Admin | 390.00 |
| Receivable--Owners--Admin | (270.00) |
| | <u>6,379.18</u> |

Capital Works Fund

| | |
|-----------------------------------|-------------------|
| Cash at Bank--Capital Works | 152,008.09 |
| Receivable--Levies--Capital Works | 741.93 |
| | <u>152,750.02</u> |

Unallocated Money

| | |
|---------------------------|---------------|
| Cash at Bank--Unallocated | 111.75 |
| | <u>111.75</u> |

Total assets

159,240.95

Less liabilities

Administrative Fund

| | |
|-----------------------|-----------------|
| Prepaid Levies--Admin | 5,243.41 |
| | <u>5,243.41</u> |

Capital Works Fund

| | |
|-------------------------------|-----------------|
| Prepaid Levies--Capital Works | 3,630.05 |
| | <u>3,630.05</u> |

Unallocated Money

| | |
|-----------------------------|---------------|
| Prepaid Levies--Unallocated | 111.75 |
| | <u>111.75</u> |

Total liabilities

8,985.21

Net assets

\$150,255.74

Income & Expenditure Statement

for the financial year to 25/06/2024

The Owners--Strata Plan 36449

'The Pines', 21 North Avoca Pde, NORTH AVOCA
NSW 2260

Administrative Fund

Current period

01/07/2023-25/06/2024

Revenue

| | |
|----------------------------|------------------|
| Interest on Arrears--Admin | 171.31 |
| Levies Due--Admin | 65,000.00 |
| Storage Cage License Fees | 972.00 |
| Total revenue | 66,143.31 |

Less expenses

| | |
|--|-----------|
| Admin--Agent Disburst--Postage | 94.88 |
| Admin--Agent Disburst--Stationery | 1,056.00 |
| Admin--Archive Storage Fees | 26.00 |
| Admin--Auditors--Taxation Services | 22.00 |
| Admin--Fair Trading Strata Hub | 48.00 |
| Admin--Further Services Fees | 5,896.00 |
| Admin--Legal Fees & Debt Collection Fees | 3,220.27 |
| Admin--Management Fees--Standard | 5,877.58 |
| Admin--Reference Material | 222.75 |
| Admin--WH&S Creditor Compliance | 99.53 |
| Insurance--Premiums | 22,789.74 |
| Insurance--Valuation | 506.00 |
| Maint Bldg--Cleaning | 11,698.22 |
| Maint Bldg--Fire Protection | 1,791.76 |
| Maint Bldg--General Repairs | 5,382.40 |
| Maint Bldg--Intercom | 230.00 |
| Maint Bldg--Pest/Vermin Control | 1,860.00 |
| Maint Bldg--Plumbing & Drainage | 1,100.00 |
| Utility--Electricity | 4,677.26 |

Total expenses **66,598.39**

Surplus/Deficit **(455.08)**

Opening balance 1,590.85

Closing balance **\$1,135.77**

Capital Works Fund**Current period**

01/07/2023-25/06/2024

Revenue

| | |
|------------------------------------|------------------|
| Interest on Arrears--Capital Works | 119.49 |
| Levies Due--Capital Works | 45,000.00 |
| <i>Total revenue</i> | <u>45,119.49</u> |

Less expenses

| | |
|--|------------------|
| Admin--Capital Works Fund | 638.00 |
| Assessment--Capital Works | |
| Maint Bldg--Electrical--Capital Works | 9,117.63 |
| Maint Bldg--Glass--Capital Works | 1,826.00 |
| Maint Bldg--Plumbing & Drainage--Capital Works | 11,737.55 |
| Maint Bldg--Remedial Work--Capital Works | 13,814.90 |
| <i>Total expenses</i> | <u>37,134.08</u> |

Surplus/Deficit7,985.41

Opening balance 141,134.56

Closing balance\$149,119.97

Proposed Budget to apply from 01/07/2024

The Owners--Strata Plan 36449

'The Pines', 21 North Avoca Pde, NORTH AVOCA
NSW 2260

Administrative Fund

Proposed budget

Revenue

| | |
|---------------------------|-----------|
| Levies Due--Admin | 75,000.00 |
| Storage Cage License Fees | 486.00 |
| Total revenue | 75,486.00 |

Less expenses

| | |
|--|-----------|
| Admin--Agent Disburst--Postage | 100.00 |
| Admin--Agent Disburst--Stationery | 1,056.00 |
| Admin--Archive Storage Fees | 78.00 |
| Admin--Auditors--Taxation Services | 25.00 |
| Admin--Fair Trading Strata Hub | 48.00 |
| Admin--Further Services Fees | 6,000.00 |
| Admin--Income Tax Return Fee | 150.00 |
| Admin--Legal Fees & Debt Collection Fees | 2,000.00 |
| Admin--Management Fees--Standard | 6,172.00 |
| Admin--Meeting Room Expenses | 300.00 |
| Admin--WH&S Creditor Compliance | 100.00 |
| Insurance--Premiums | 25,000.00 |
| Maint Bldg--Cleaning | 13,000.00 |
| Maint Bldg--Fire Protection | 2,000.00 |
| Maint Bldg--General Repairs | 5,000.00 |
| Maint Bldg--Intercom | 250.00 |
| Maint Bldg--Pest/Vermin Control | 2,000.00 |
| Maint Bldg--Plumbing & Drainage | 1,500.00 |
| Utility--Electricity | 5,775.00 |
| Total expenses | 70,554.00 |

Surplus/Deficit

4,932.00

Opening balance

1,135.77

Closing balance

\$6,067.77

Total units of entitlement 1000

Levy contribution per unit entitlement \$75.00

Capital Works Fund**Proposed
budget****Revenue**

| | |
|---------------------------|------------------|
| Levies Due--Capital Works | 45,000.00 |
| <i>Total revenue</i> | <u>45,000.00</u> |

Less expenses

| | |
|--|-------------------|
| Maint Bldg--Glass--Capital Works | 54,000.00 |
| Maint Bldg--Remedial Work--Capital Works | 18,050.00 |
| Maint Bldg--Waterproofing--Capital Works | 55,400.00 |
| <i>Total expenses</i> | <u>127,450.00</u> |

Surplus/Deficit(82,450.00)

| | |
|-----------------|------------|
| Opening balance | 149,119.97 |
|-----------------|------------|

Closing balance\$66,669.97

| | |
|--|---------|
| Total units of entitlement | 1000 |
| Levy contribution per unit entitlement | \$45.00 |



STRATA MANAGEMENT PROPOSAL

25th June 2024

Owners Corporation Strata Plan 36449
21 North Avoca Pde,
NORTH AVOCA NSW 2260

OUR PROPOSAL

This document contains a proposal for you to engage CSTM Coastal Strata as your Strata Managing agent. We introduce our agency, explaining how we do things and detail our services and fees. If you accept this proposal and enter into an agency agreement with CSTM, this proposal will form part of your agency agreement.

ABOUT CSTM STRATA GROUP

"Management is doing things right; leadership is doing the right things" Peter Drucker

At CSTM Strata Group, we endeavour to embrace both.

As a Strata Group we offer significant benefits to our clients:

- **Depth in our Strata Management:** CSTM has teams of experienced Strata Management professionals at your disposal.
- **Teamwork and Business Improvement:** Our teams know and work with each other, by combining training and continuous business improvement to ensure we deliver knowledge; leadership and services underpinning solid strata management skills.
- **Back up support in challenging times:** CSTM has designed our systems (telephone and data), so that branches within the Group can take over another branch's services to clients, should the local branch experience an outage or disruption. CSTM will be there in the direst of events, when you need the help of a service provider who is still operational and able to work with you, to overcome the challenges such events create.
- **Safe, secure and accessible data:** CSTM has developed multiple levels of storage for your data, all securely backed up. Your data is available from multiple fronts, easily, quickly and securely.
- **Cost Effective:** In our evaluation and implementation of our strata systems, CSTM seeks quality as well as cost effective options, for what we consider is required to supply the services you need.

CSTM Strata Group is proudly built around our local teams.

Our team at Terrigal will be managing your property and Darren Clark will be the Strata Manager with primary responsibility for your scheme. Your relationship with CSTM will also involve other members of our professional staff as required.

HOW WE DO THINGS

A strata scheme involves an Owners Corporation, which has functions and responsibilities under Strata Legislation. An Owners Corporation requires a Strata Committee including a Chairperson, a Secretary and a Treasurer. The Strata Committee has a very important role within the management of the scheme. Between General Meetings, we work closely with Committees in seeking approval for quotes, for payment of invoices, and other day-to-day matters that may arise.

To be effective, efficient and cost effective as an Owners Corporation, our experience has shown the following are vital:

- An active Strata Committee, able to make timely decisions on behalf of the Owners Corporation.
- Email contact with the Committee and Owners for timely and efficient communication.
- Proxies or voting papers completed and forwarded to us, if owners cannot attend a meeting. This will ensure a continuous service without delays and added expense through adjourned meetings.
- Prompt payment of levies by the due date.
- A reasonable authority (\$500) to pay invoices for minor works and recurring expenses.
- Authority to undertake works with reference to the Committee.
- Authority to undertake and pay for all compliance reports required (Pools, lifts, window locks, asbestos, roof anchor points and other required through Legislation).

If you accept this proposal and enter into an agency agreement with CSTM, you will delegate some of your functions to us and authorise us to perform some of those functions for you.

There can and generally will be functions that you have not, or cannot, delegate to CSTM. In particular:

- A delegation prohibited under the Strata Legislation
- A decision on a matter that is required to be decided by the Owners Corporation
- A determination relating to the levying or payment of contributions

Your delegation of functions to CSTM will be limited to the extent required for us to perform the *Primary Services*, which we are required to provide and the *Further Services*, which we may agree to provide under instruction, by the Owners Corporation and/or Strata Committee.

You can continue to perform some of the functions yourselves and some schemes prefer to do so, especially where they have Committee members with appropriate expertise.

Our obligation to provide a particular service depends on whether it is a *Primary Service*, which we are required to provide under the agency agreement. *Further Services* as listed will be under instruction from the Owners Corporation, or the Strata Committee, and by agreement with your strata manager. *Further Services* will attract additional fees.

There will be situations where the Strata Committee are not empowered under the Act to make certain decisions and a General Meeting and resolution will be required.

- You authorise us to communicate with you by email, using addresses as supplied by you and noted on the Strata Roll
- You authorise us to undertake compliance requirements such as Pool Safety Certificates, Lift certificates, Asbestos reports, Roof Anchor point testing and window lock reports where required.
- We will account to you for any monies received by us on your behalf on a calendar quarterly basis, by written report to your treasurer within 30 days of the end of the relevant quarter.

Authorities we may use:

| Duty | Full Authority | Limited Authority | No Authority |
|---|----------------|-------------------|--------------|
| Undertaking the financial management of funds and books of account | | X | |
| Holding documents and maintaining records relating to the scheme (for example the Strata Roll, Notices and Minutes of Meetings) | | X | |
| Arranging building inspections and reports | | X | |
| Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do so and detailing limitations on expenditure that may be incurred by the Agent without obtaining the approval of the person on behalf of whom the Agent is acting | | X | |
| Paying disbursements and expenses incurred in connection with the Agents Management of the Scheme | X | | |
| Arranging Insurance cover for the Scheme | X | | |
| Serving notice to comply with a By-law | | X | |
| Managing the Capital Works Fund and the Administrative Fund | | X | |
| Undertaking steps necessary to recover any money owing in relation to levies | | X | |
| Representing the Strata Corporation or Association in Tribunal or Court Proceedings | | X | |
| Paying Accounts in relation to the Scheme (for example, accounts for water charges, Council rates and maintenance) | X | | |
| Arranging, Chairing & undertaking Administrative duties in relation to Annual General Meetings, other General Meetings & Strata Committee Meetings. | X | | |

OUR SERVICES

Strata schemes have different circumstances and needs. Typically strata schemes vary in culture and the way they would like to operate their Strata Scheme. Strata Committees also vary in experience and style, some being quite independent in their operations and others requiring more assistance from their Strata Manager. As a Group, CSTM is also seeking to achieve our goals of providing quality services at a competitive price.

Therefore to meet those needs and goals in an individual and flexible way, CSTM structures its services and fees as follows:

- CSTM implements an annual management fee and fixed disbursement fee (\$60 ex GST, per lot per annum), for which we provide *Primary Services*.
- We also offer *Further Services* as and when required and largely under the instruction of the Owners Corporation or Strata Committee. As these are variable and usually unforeseen, we apply a fee based around the time to complete the service and disbursements incurred and around the quoted hourly rate of the CSTM Team member undertaking the work.
 - **Primary Services**- these are services as detailed in the agreement that are supplied by us for the annual management fee plus a disbursement charge of \$60 ex GST per lot per annum.
 - **Further Services** – variable in nature, these are other services you may require from time to time. If CSTM is engaged to provide *Further Services*, we will charge for them at fixed amounts or hourly rates.

CSTM's *Primary* and *Further Services* charges are detailed in the Services Schedule, on the following pages.

SERVICES SCHEDULE

Primary Services:

| Function/Service | Primary Service | Further Service | Charging basis (if Further Service) | Limitation on Authority (if any) |
|--|-----------------|-----------------|-------------------------------------|---|
| Financial Management | | | | |
| Establish and maintain the bank account, including reconciliation (not including investment accounts) | X | | | Under instruction from the Strata Committee |
| Maintain Statutory Accounting records | X | | | Under instruction from the Strata Committee |
| Prepare Draft Budgets for the Administrative and Capital Works Funds. | X | | | Under instruction from the Strata Committee |
| Issue Quarterly Levy Notices | X | | | Under instruction from the Strata Committee |
| Prepare and forward to the Treasurer (or nominated Committee Member), the quarterly financial reports of the Scheme soon after the conclusion of each quarter via email. | X | | | Under instruction from the Strata Committee |
| Receiving, processing and paying standard invoices relating to the Scheme | X | | | |
| Insurance Cover | | | | |
| Arranging 3 Insurance quotes | X | | | Under instruction from the Strata Committee |
| Effecting Insurance cover for the Scheme | X | | | Under instruction from the Strata Committee |
| Lodging Insurance Claims | X | | | Under instruction from the Strata Committee |
| Documents & Records | | | | |
| Maintain Common Seal | X | | | Under instruction from the Strata Committee |
| Maintain Strata Roll, including review related notices of interests | X | | | Under instruction from the Strata Committee |
| Maintain routine correspondence | X | | | Under instruction from the Strata Committee |
| Duties in relation to Meetings | | | | |
| Creating, Chairing & distributing standard Notices of the Annual General Meeting | X | | | |
| Attendance at the Annual General Meeting at our office during normal business hours(duration 2 hours max) | X | | | Under instruction from the Strata Committee |
| Construction of and distribution of the Annual General Meeting Minutes | X | | | Under instruction from the Strata Committee |

Primary Services continued:

| Function/Service | Primary Service | Further Service | Charging basis (if Further Service) | Limitation on Authority (if any) |
|--|-----------------|-----------------|--|--|
| Repairs & Maintenance | | | | |
| Effecting routine repairs to and maintaining common property through engaging appropriately qualified tradespersons to do so | X | | Included | Maximum expenditure of \$500 per task without approval from the Strata committee, except in the case of emergency. If above \$500 and non emergency, approval from the Strata Committee will be sought |
| Quotes (maximum of 2 included) for works the Owners Corporation and/or Strata Committee are considering. | X | | Included | Under instruction from the Owners Corporation and/or Strata Committee |
| Disbursement & Expenses | | | | |
| Any other service relating to disbursement & expenses not included in our Management Fees | X | | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |
| Building Inspections & Reports | | | | |
| Arranging for the provision of 10 year Capital Works Fund plan by appropriate consultant | X | | | Under instruction from the Strata Committee |
| Arranging for the 5 year review of the 10 year Capital Works Fund plan by appropriate consultant | X | | | Under instruction from the Strata Committee |

Further Services:

| Function/Service | Primary Service | Further Service | Charging basis (if Further Service) | Limitation on Authority (if any) |
|---|-----------------|-----------------|--|---|
| Financial Management | | | | |
| Issue Overdue Levy Notice, 35 days after due date of levy | | X | \$16.50 | Under instruction from the Strata Committee |
| Issue Letter of Demand prior to taking recovery action, 65 days after due date for the levy | | X | \$55.00 | Under instruction from the Strata Committee |
| Instructing collection Agency and/or solicitors to commence and pursue recovery action, and notify owner of action. 94 days after the due date for the levy, if a payment plan has not been applied for or approved | | X | \$77.00 | Under instruction from the Strata Committee |
| General Meeting to approve payment plan and Administration of Payment Plan | | X | Hourly rate for Strata Manager plus disbursements to convene & attend the General Meeting to resolve approval for a payment plan, and further, administration time to oversee the payment plan | Under instruction from the Strata Committee |
| Establish and maintain investment bank accounts including reconciliation | | X | Hourly Admin. Rate plus disbursements | Under instruction from the Strata Committee |

Further Services continued:

| Function/Service | Primary Service | Further Service | Charging basis (if Further Service) | Limitation on Authority (if any) |
|---|-----------------|-----------------|---|---|
| Taxation related activities including ABN registration, engagement of accountants to prepare BAS and other taxation returns | | X | Hourly Admin. Rate plus disbursements | Under instruction from the Strata Committee |
| Any other service relating to financial management of funds and books of account not listed above | | X | Hourly Admin. Rate plus disbursements | Under instruction from the Strata Committee |
| Duties in relation to Meetings | | | | |
| Creating and distributing non standard Notice and Minutes for the Annual General Meeting | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |
| Notices required to be sent to Tenants or the Annual General Meeting | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |
| Attendance at Annual General Meeting offsite and/or outside normal business hours. | | X | Hourly rate of relevant CSTM staff member engaged plus applicable % and disbursements | Under instruction from the Strata Committee |
| Reschedule cancelled meeting or reconvene adjourned meeting | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |
| Expenses incurred arranging meetings, including venue costs (if not in CSTM offices) refreshments, security, interpreter services and any other facilities we consider necessary or appropriate | | X | Hourly Admin. Rate and at cost for venues etc. | Under instruction from the Strata Committee |
| Arranging and undertaking administrative duties in relation to other general meetings | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |
| Committee Meetings, including the production and distribution of the notices, attendance at the meeting, and the production and distribution of the minutes | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |
| Tenant Meetings, including the production and distribution of the notices, attendance at the meeting, and the production and distribution of the minutes. | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |
| Any other service relating to duties in relation to Meetings | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |
| Documents & Records | | | | |
| Facilitation inspection of records pursuant to Sections 182 & 183 of the Strata Schemes Management Act 2015 | | X | An amount equal to the statutory fee payable by the inspecting party. No charge to the Owners Corporation | |
| Providing strata information certificate under Section 184 of the Strata Schemes Management Act 2015 | | X | An amount equal to the statutory fee payable by the inspecting party. No charge to the Owners Corporation | |

Further Services continued:

| Function/Service | Primary Service | Further Service | Charging basis (if Further Service) | Limitation on Authority (if any) |
|--|-----------------|-----------------|--|--|
| Arranging the handover of Your books, records and accounts to you or another strata managing agent on expiry or termination of our appointment or as required by law | | X | \$550 plus hourly Admin. rate and disbursements | Under instruction from the Strata Committee |
| Expenses incurred maintaining records of the scheme, including costs of storing records with a storage facility | | X | \$6.50 per month | |
| Online access fee to owner portals | | X | \$11.00 per lot per annum | |
| Any other service relating to maintenance of documents and records not listed above | | X | Hourly Admin. rate | Under instruction from the Strata Committee |
| Insurance Cover | | | | |
| Pursuing insurance claims | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |
| Lodging and pursuing non standard insurance claims | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |
| Any other service relating to insurance not listed above | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |
| Affixing the seal to an application for insurance renewals and all necessary documentation there to | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | |
| By-laws | | | | |
| Making of by-laws or amendments to existing By-laws | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Role limited to convening meetings, instructing solicitors & updating consolidated by-laws maintained for Client |
| Serving Notices to Comply | | X | \$66.00 | Under instruction from the Strata Committee |
| Any other service relating to By-laws not listed above | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |
| Repairs & Maintenance | | | | |
| Effecting non routine repairs to and maintaining common property through engaging appropriately qualified contractors to do so | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |
| Attending to and engaging contractors to attend to fire and other emergency situations pertaining to the common property or any lot | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |
| Outsourced contractor compliance | | X | At cost | |
| Any other service relating to repairs & maintenance not listed above | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |

Further Services continued:

| Function/Service | Primary Service | Further Service | Charging basis (if Further Service) | Limitation on Authority (if any) |
|---|-----------------|-----------------|--|---|
| Disbursement & Expenses | | | | |
| Any other service relating to disbursement & expenses not included in our management fees | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |
| Building Inspections & Reports | | | | |
| Arranging fire safety statements, pool certificates, lift certificates, window locks, to ensure compliance with the relevant legislations | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |
| Management of Building Defect rectification process including dealing with owners issues and complaints, arranging the engagement of lawyers and other consultants, arranging access and ancillary services | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |
| Any other service relating to Building Inspections and Reports not listed above | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |
| Representation in Proceedings | | | | |
| Preparation for attendance at tribunal proceedings representing the Scheme | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |
| Engaging appropriately qualified lawyers to provide legal advice and/or represent the Scheme in court or tribunal proceedings | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |
| Any other service relating to representation in proceedings not listed above | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |
| Other | | | | |
| Any service which is not specified to be Primary Services under this Agreement and any additional time spent performing Primary Services which we, acting reasonably, determine are necessary or appropriate in order to comply with changes in law, including the management Act | | X | Hourly rate of relevant CSTM staff member engaged plus disbursements | Under instruction from the Strata Committee |

Notes to the application of Charges:

1. All charges are inclusive of GST unless expressly stated to be exclusive of GST.
2. Unless otherwise specified, our fees for *Primary Services* will be the Management Fee specified on page 13 of the Agency Agreement to which this proposal is attached.
3. Should the Owners Corporation arrange their own insurance, CSTM will increase the Management Fee by 5%. We also envisage lodging and management of claims will be handled by the Owners Corporation through their broker.
4. Unless otherwise specified, all *Further Services* will be charged at hourly rates plus disbursements on the following basis:
 - The charge will be calculated on a time costing basis for the time incurred by Us or our staff providing the Further Service

| | |
|----------------------------------|-------|
| o Senior Strata Manager | \$176 |
| o Strata Manager | \$132 |
| o Accounts Manager | \$198 |
| o Administration staff member | \$ 88 |
| o Electronic Transfer of Records | \$88 |
 - Disbursements:

| | |
|------------------|------------|
| o Photocopies: | \$0.65 |
| o Telephone: | Cost + 20% |
| o Mail: Standard | \$1.32 |
| Non-Standard | At cost |
| Priority | \$6.05 |
 - Further Service requiring time spent outside our normal office hours:

| |
|---------------------------------------|
| o Monday to Friday: Hourly rate + 25% |
| o Saturday: Hourly rate + 50% |
| o Sunday: Hourly rate + 100% |

 - These rates will be charged proportionality for *Further Services* involving a shorter period than one hour, based on 15 minute increments. 15 minutes or less will be charged as 15 minutes and the time charged for *Further Services* between 15 and 30 minutes will be charged as 30 minutes.
 - CSTM may, without obligation to do so, increase such hourly rates, but not more than once in any 12 month period, by the greater of 5% or the increase in percentage terms of the Consumer Price Index (All Groups) Sydney (CPI) as published, from the nearest quarter of the previous anniversary date of the management agreement to the nearest quarter of the most recent anniversary date.
5. Unless otherwise specified, expenses incurred in performing our functions or providing services under this agreement will be charged at an hourly rate or part thereof based on either a Strata Manager or Administration rate as specified above plus disbursements.

COMMISSIONS & BENEFITS

We engage in a range of training, marketing, networking and other business development activities for the purpose of enhancing the skills and experience of our staff, the quality of our service delivery to clients, and the efficiency of our operations. In the course of such activities we, and persons connected with us, may receive various benefits including:

- Sponsorship of training, networking and other events arranged by us or in which we are involved.
- Provision of or payment for training services for our staff.
- Provision by potential suppliers to clients of training, guidance, software and other materials and /or information relating to the products and services provided by that supplier: how they are provided and how they may most efficiently be utilised. For example a bank may provide software assisting with the delivery of banking services to clients utilising that bank, and an insurer may provide training and other guidance assisting with claims management procedures.
- Reimbursement of the cost of vetting the suitability of potential contractors and other suppliers to clients, including in relation to licences, expertise and experience. For example, in order to enhance the suitability and quality of third-party supplies to clients, this may involve generating of a list of suppliers considered suitable for supply of specified products and services, e.g. to identify contractors with the necessary expertise, equipment and licence to conduct work involving asbestos contaminated materials.
- Concessional pricing of products and services provided to us on behalf of clients by third-party suppliers e.g. concessional pricing negotiated by us with contractors on the basis that they will or may be engaged on behalf of multiple clients.
- Provision of entertainment, Christmas gifts and other benefits permitted by law, aimed at enhancing networking within the strata industry, with a view to us and our staff familiarising ourselves with a broad range of participants in the strata industry and the services they provide and in so doing enhance access to an efficient utilisation of the services of potential suppliers to clients.

We expect to receive monetary commissions, training and services, gifts or other benefits connected with the performance of our functions or our provision of services to you as strata managing agent i.e. benefits linked to us engaging suppliers to you. We estimate that such benefits will have the value specified in the attached Commission Schedule during the 12 month period commencing on the date of this agreement. You authorise us to receive such benefits, which may subsequently be disclosed to you.

| Commission | | | |
|---|----------------------|--------------------------------------|---|
| Provider | Nature of Benefit | Estimated amount or value of Benefit | Connection with Agent's functions or services |
| Longitude Insurance (on behalf of Vero Insurance) | Insurance Commission | 20% of base premium | Insurance Provider |
| QUS (on behalf of AIG Insurance) | Insurance Commission | 20% of base premium | Insurance Provider |
| Strata Unit Underwriters (on behalf of CGU Insurance) | Insurance Commission | 20% of base premium | Insurance Provider |
| Strata Community Insurance (on behalf of Allianz Insurance) | Insurance Commission | 20% of base premium | Insurance Provider |
| Chubb Insurance | Insurance Commission | 20% of base premium | Insurance Provider |
| CSI Underwriting (on behalf of Lloyds of London) | Insurance Commission | 20% of base premium | Insurance Provider |
| Vero Insurance | Insurance Commission | 20% of base premium | Insurance Provider |
| CHU Insurance (on behalf of QBE) | Insurance Commission | 20% of base premium | Insurance Provider |
| GIO Limited (on behalf of Vero Insurance) | Insurance Commission | 20% of base premium | Insurance Provider |
| Axis Underwriting Services | Insurance Commission | 20% of base premium | Insurance Provider |
| Calliden Insurance Limited | Insurance Commission | 20% of base premium | Insurance Provider |
| Millennium Underwriting Agencies Pty Ltd | Insurance Commission | 20% of base premium | Insurance Provider |

STRATA MANAGEMENT AGENCY AGREEMENT



| Agent/Licensee | |
|---|---|
| Company Name: | CSTM Coastal Strata Pty Ltd |
| Trading name: | CSTM Terrigal |
| ABN: | 75 120 424 320 |
| Corporation Licence number: | 1470136 |
| Professional indemnity insurance cover: | Limit of Indemnity: \$10,000,000 any one claim. \$30,000,000 in the aggregate. Policy Number: 1320003066PLP |
| Address: | Suite 1, 1 st Floor, 72 Terrigal Espl, Terrigal NSW 2260 |
| Email: | terrigan@cstm.com.au |
| Phone: | (02) 4355 7100 |

| Client | |
|-------------------------------------|--|
| Name: | The Owners – Strata Plan No. 36449 |
| ABN (if registered): | 91 328 401 617 |
| Address of scheme property: | 21 North Avoca Pde, North Avoca |
| Address for service: | 21 North Avoca Pde, North Avoca |
| Representative: | Nil |
| Email: | Nil |
| Phone: | Nil |
| Fax: | Nil |
| Contract Particulars: | |
| Commencement Date of Appointment: | 22/07/2024 |
| Term of Appointment (max. 3 years): | 1 Years |
| Management Fee (annual): | \$6,172 |
| Liability Limit: | Management Fee for the year of the term or successive term in which the liability arose. |

EXECUTED by the parties as an agreement

Dated: 25/06/2024

EXECUTED by the AGENT pursuant to Section 127 of the Corporations Act 2001 by:

| | | | |
|------------|---|------------|--|
| Signature: |  | Signature: |  |
| Name: | Craig Grant | Name: | Darren Clark |
| Capacity: | Director / Sole Director & Secretary | Capacity: | Director/Secretary |



THE COMMON SEAL of the CLIENT was affixed on
in the presence of the persons named below, being persons authorised by Section 273 of the SSMA to
witness and attest the affixing of the common seal:

| | | | |
|------------|--|------------|--|
| Signature: | | Signature: | |
| Name: | | Name: | |
| Capacity: | | Capacity: | |

The Owners Corporation acknowledges receipt of a copy of this agreement:

| | |
|----------------|--|
| Signature: | |
| Date received: | |
| Name: | |

STRATA MANAGEMENT AGENCY AGREEMENT

1. Appointment & Services

- 1.1 You appoint Us as your strata managing agent, for the Term, with effect from the Commencement Date and You warrant that You have authority to enter into this agreement and to make this appointment.
- 1.2 For the purpose of performing our functions as strata managing agent and providing you with services under this agreement, You delegate to us the functions specified in the attached strata management proposal. The extent of our authority to act as agent on your behalf in providing services under this agreement is set out in that proposal.
- 1.3 You must provide us with any further instructions, information or other assistance reasonably requested by us for the purpose of performing our functions under this agreement.
- 1.4 Delegation to us of functions and authority to carry out those functions does not of itself oblige us to perform those functions. Our obligation to perform functions delegated to us and to provide particular services will be as follows:
 - a. We will perform those duties that are specified to be Primary Services.
 - b. We may perform such of the services as are specified to be Further Services, if you request us to do so and if we in our discretion agree to do so. We will act reasonably in exercising that discretion.
 - c. Unless required by law, we are not required to provide a Primary Service or Further Service if:
 1. Any payment due to us under this agreement is in arrears.
 2. You have failed to provide any further instructions, information or other assistance reasonably requested by Us in relation to the action required.
 3. Such action is of a specialist or technical nature outside our expertise and requiring engagement of an appropriate consultant.
 4. Such action would be in breach of the law, infringe any third party's rights or create a hazard to the safety of any person or property.
 - d. You grant us a right of first refusal, during the Term of our appointment, to provide Further Services to you and must not engage any person to provide a Further Service, unless we have declined a request by You to provide that Further Service.
- 1.5 We may, at your cost, without obligation to do so, take such measures as We, acting reasonably, consider appropriate for the purpose of ensuring that, in the course of carrying out the activities contemplated by this agreement, the requirements of the Work Health and Safety Act 2011 & Work Health and Safety Regulation 2011 ("WHS"), the Anti Discrimination Act 1977 NSW ("ADA") and the Disability Discrimination Act 2002 ("DDA") are satisfied, including:
 - a. engaging a contractor to take appropriate action to correct any issue pertaining to the common property that may present a hazard to the safety of any person or property.
 - b. engaging a contractor or consultant to provide such equipment and/or services as We acting reasonably determine are necessary in order to avoid discrimination under the ADA or DDA. For the avoidance of doubt, this may include measures to assist participation in meetings by persons with disabilities.
 - c. engaging a consultant to provide any report considered necessary or appropriate.
 - d. engaging security personnel and/or security measures in order to ensure security at your meetings and/or attendance by our staff at your common property.
 - e. declining to enter into agreements on your behalf with third parties such as contractors, caretakers and building managers if We are not satisfied that proper procedures have been followed in order to ensure compliance with the WHS.
 - f. requiring You to review existing agreements with third parties, where the arrangements involve a risk of non-compliance with the WHS.
- 1.6 While we retain records for you, we may store them at our premises or at an offsite storage facility at your cost. To the extent permitted by law, we may make a digital copy of any documents and other physical records maintained for you and then either hand those records over to you or destroy them.

2. Fees & Charges

- 2.1 You must remunerate Us for the functions performed by Us and services provided by Us under this agreement as follows:
- a. You must pay us the Management Fee specified in page 13 of this agreement, by equal monthly instalments, monthly in advance, on the following basis:
 1. This represents our remuneration for the Primary Services and no additional fee will be payable for Primary Services, unless otherwise agreed.
 2. We may, without obligation to do so, increase the Management Fee, but not more than once in any 12 month period, by the greater of:
 - o 5%.
 - o by the increase in percentage terms of the Consumer Price Index (All Groups) Sydney (CPI) as published, from the nearest quarter of the previous anniversary date of the management agreement to the nearest quarter of the most recent anniversary date..
 - b. You must pay Us the charges for Further Services specified in the attached strata management proposal ("Further Service Fees"), on the following basis:
 1. We will invoice such Further Service Fees calendar monthly in arrears.
 2. You must pay a valid invoice within 14 days of the date of issue.
 - c. You must reimburse us for any expenses incurred by us in performing our functions and providing services under this agreement on the following basis:
 1. We will invoice such amounts calendar monthly in arrears.
 2. You must pay a valid invoice within 14 days of the date of issue.
 - d. We may, by written notice to You, set off any amounts due by You to Us against any amount due to You by Us.
- 2.2 With respect to charges relating to recovery of amounts due to you by third parties, including arrears levy contributions, we will on your behalf invoice debtors for any reimbursement of our collection fees to which you may be entitled, but you remain primarily liable for those fees.
- 2.3 Unless otherwise specified in this agreement, any fees payable pursuant to this agreement are inclusive of GST and if a party makes a taxable supply for the purposes of the A New Tax System (Goods and Services Tax) Act 1999 ("GST Act"), the recipient of the supply must in addition to the consideration payable for the supply, at the time of payment of such consideration, pay an amount equal to the GST payable by the supplier in respect of the supply, but subject to receipt of a valid tax invoice.

3. Liability & Indemnity

- 3.1 To the extent permitted by law, You release us from all liability to You for any loss, damage, liability or expense ("Loss") incurred by You with respect to or arising from the performance or non performance of our functions under this agreement, to the extent that such Loss:
- a. Does not arise from our negligence in the provision by Us of services under this agreement which were actually provided.
 - b. Involves supply of goods or services by a third party, whether or not engaged by us.
 - c. Was caused by your own action or inaction, including failure to follow advice given by Us or any third party consultant.
 - d. Results from our reliance on false, misleading or incomplete instructions or information provided by you.
 - e. Arises from a defect in or danger or risk relating to your property.
 - f. Represents loss of profits or other consequential loss.
 - g. In any 12 month period, commencing on an anniversary of the Commencement Date of the Agent's appointment, exceeds the Liability Limit.
- 3.2 You indemnify Us in relation to any Loss incurred by us:
- a. In relation to any act or omission by us in relation to our functions under this agreement and any prior agreement with You.
 - b. Arising from your breach of this agreement or negligence.

Including without limitation any claim made against us by any third party or any liability that we may have to any third party, except to the extent we are liable to you for such Loss, notwithstanding Clause 3.1.

4. Termination

- 4.1 Either party ("Terminating Party") may terminate this agreement, by written notice in writing to the other party ("Defaulting Party"), without prejudice to any antecedent rights, if:
- a. The Defaulting Party is in breach of any material obligation under this agreement and such breach is not remedied within 28 days after the service of a notice by the Terminating Party, identifying and requiring rectification of the breach.
 - b. A liquidator, administrator, receiver or receiver and manager is appointed in relation to the Defaulting Party.
 - c. If We are the Defaulting Party, we Cease to hold any licence required to perform our functions under this agreement.
 - d. If You are the Defaulting Party, your scheme is varied or terminated.
- 4.2 On expiry or termination of this agreement, we must reconcile and adjust between ourselves, within 28 days of the date of expiration or termination, any amounts due between us.

5. Interpretation

- 5.1 The following provisions, required by the Property Stock and Business Agents Act 2002 ("Agent's Act") and Property Stock and Business Agents Regulation 2014 ("Agent's Regulation"), will apply notwithstanding any contrary provision in this agreement:
- a. We do not have and may not exercise any of the powers, authorities, duties or functions of the owners corporation, association or strata corporation that are conferred on another strata managing agent or managing agent appointed for the owners corporation, association or strata corporation for the time being under section 237 of the Strata Schemes Management Act 2015 or section 85 of the Community Land Management Act 1989.
 - b. This agreement is terminated on the appointment of a strata managing agent or managing agent under section 237 of the Strata Schemes Management Act 2015 or section 85 of the Community Land Management Act 1989 to exercise or perform all the functions of the owners corporation, association or strata corporation.
 - c. We are not entitled to any remuneration by way of commission or otherwise in respect of any period after termination of this agreement as referred to in paragraph b.
 - d. We are not entitled to any payment (in the nature of a penalty or otherwise) by reason of the early termination of this agreement as referred to in paragraph b.
 - e. We are not entitled to indemnity against any liability to pay a fine that arises by virtue of section 57 of the Strata Schemes Management Act 2015.
- 5.2 Definitions and Interpretation - for the purposes of construing this agreement, the following principles of interpretation will apply:
- a. "CPI" as at a date means the Consumer Price Index (All Groups) Sydney last published before that date.
 - b. "Liability Limit" means the amount so specified under the heading "Contract Particulars" in the front page of this agreement or if no amount is specified, the amount of professional indemnity insurance cover available to us in relation to such loss.
 - c. "We" and "Us" means the agent so named in page 13 of this agreement.
 - d. "You" and "Scheme" means the client so named in page 13 of this agreement.
 - e. Words and expressions defined in Legislation will have the same meanings when used in this agreement.
 - f. A reference to any Legislation includes a reference to any regulation or other delegated Legislation under that Legislation, as well as a reference to any Legislation amending or replacing that Legislation.
 - g. An obligation on the part of two or more parties binds them jointly and each of them severally.
 - h. This agreement represents the whole of the parties' agreement regarding its subject matter and supersedes any prior understanding, representations and/or agreements, unless expressly reproduced in this agreement.



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By-Laws

Owners Corporation 36449

[DARREN CLARK](#)

Contents

| | |
|--|----|
| 1 NOISE..... | 2 |
| 2 VEHICLES | 2 |
| 3 OBSTRUCTION OF COMMON PROPERTY | 2 |
| 4 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY | 2 |
| 5 DAMAGE TO COMMON PROPERTY | 2 |
| 6 BEHAVIOUR OF OWNERS AND OCCUPIERS | 2 |
| 7 CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING | 2 |
| 8 BEHAVIOUR OF INVITEES..... | 3 |
| 9 DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY | 3 |
| 10 DRYING OF LAUNDRY ITEMS | 3 |
| 11 CLEANING WINDOWS AND DOORS..... | 3 |
| 12 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS | 3 |
| 13 FLOOR COVERINGS..... | 3 |
| 14 GARBAGE DISPOSAL | 3 |
| 15 KEEPING OF ANIMALS | 4 |
| 16 APPEARANCE OF LOT | 4 |
| 17 NOTICE BOARD..... | 4 |
| 18 CHANGE IN USE OF LOT TO BE NOTIFIED | 4 |
| 19 NOTICE OF ALTERATION TO LOT | 4 |
| 20 CAR SPACES | 4 |
| 21 EXCLUSIVE USE LOT 2 | 6 |
| 22 EXCLUSIVE USE – LOT 5 | 7 |
| 23 EXCLUSIVE USE LOT 1 | 8 |
| 24 EXCLUSIVE USE LOT 6 | 8 |
| 25 NOTIFICATION | 9 |
| 26 USAGE..... | 9 |
| 27 ACCESS..... | 9 |
| 28 SIGNS | 10 |
| 29 CAR SPACE STORAGE | 11 |
| 30 LOCKS, FLOOR & WALL TILES & SECURITY\SCREEN DOORS & WINDOWS | 11 |
| 31 AIR CONDITIONING UNITS..... | 11 |
| 32 FOXTEL DISH LOT 5 | 14 |
| 33 PRESERVATION OF FIRE SAFETY | 14 |
| 34 CHANGE IN USE OR OCCUPATION OF LOT TO BE NOTIFIED | 14 |
| 35 COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS..... | 15 |
| 36 LEASING OF GARAGES AND CARPARKING SPACES | 16 |
| 37 GARAGE DOOR REMOTES..... | 16 |
| 38 EXHAUST/CEILING FANS..... | 16 |
| 39 DRAINAGE GRATES | 16 |
| 40 REGULATE INSTALLATION OF HARD SURFACE FLOORING WITHIN LOTS | 16 |
| 41 KEEPING OF ANIMALS | 20 |
| 42 PROHIBIT SMOKING | 22 |
| 43 SHORT-TERM RENTAL ACCOMMODATION ARRANGEMENT..... | 23 |
| 44 MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY | 25 |
| 45 COMMON PROPERTY MEMORANDUM..... | 25 |
| SPECIAL BY-LAW NO 1 - MAJOR AND MINOR WORKS APPROVAL PROGRAMME..... | 29 |

1 NOISE

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2 VEHICLES

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

3 OBSTRUCTION OF COMMON PROPERTY

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

4 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An owner or occupier of a lot must not--

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5 DAMAGE TO COMMON PROPERTY

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing--
 - a. any locking or other safety device for protection of the owner's lot against intruders, or
 - b. any screen or other device to prevent entry of animals or insects on the lot, or
 - c. any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

6 BEHAVIOUR OF OWNERS AND OCCUPIERS

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7 CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 BEHAVIOUR OF INVITEES

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9 DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

10 DRYING OF LAUNDRY ITEMS

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11 CLEANING WINDOWS AND DOORS

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

12 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

- (1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 FLOOR COVERINGS

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

14 GARBAGE DISPOSAL

An owner or occupier of a lot--

- a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to

clean the area within which that thing was spilled.

15 KEEPING OF ANIMALS

- (1) Subject to section 157 of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

16 APPEARANCE OF LOT

- (1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

17 NOTICE BOARD

An owners corporation must cause a notice board to be affixed to some part of the common property.

18 CHANGE IN USE OF LOT TO BE NOTIFIED

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

19 NOTICE OF ALTERATION TO LOT

The proprietor of a lot shall not alter the structure of the lot without giving to the body corporate, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.

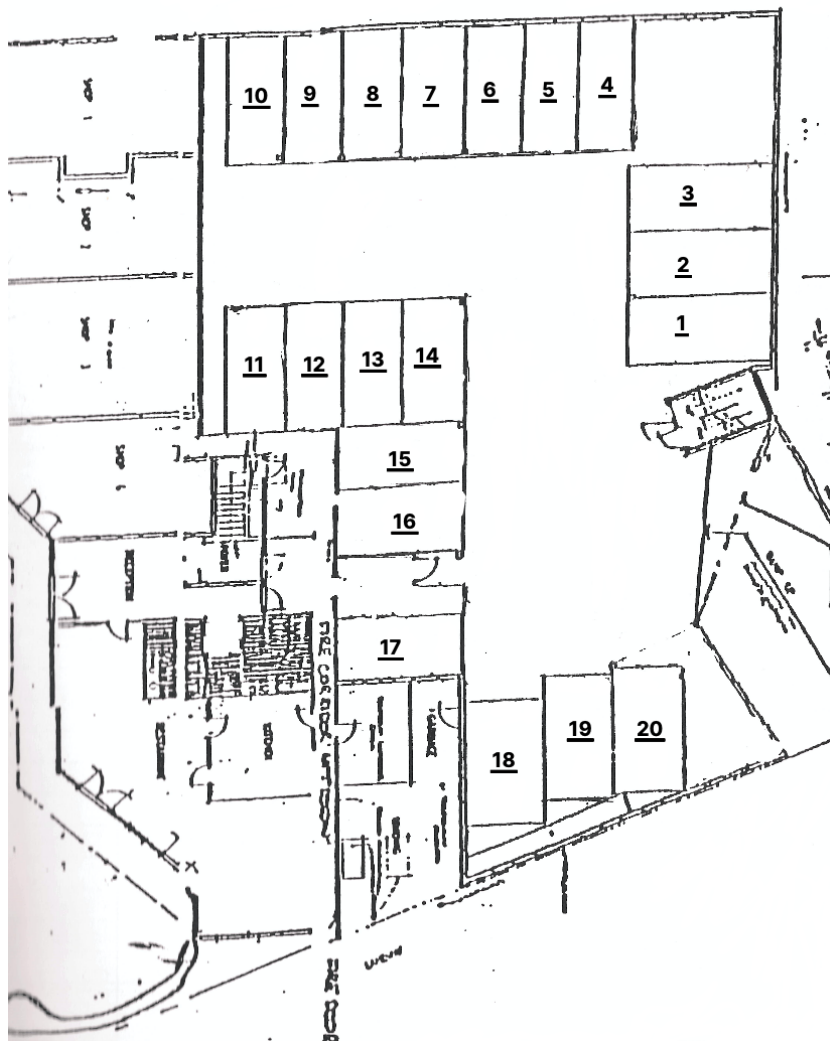
20 CAR SPACES

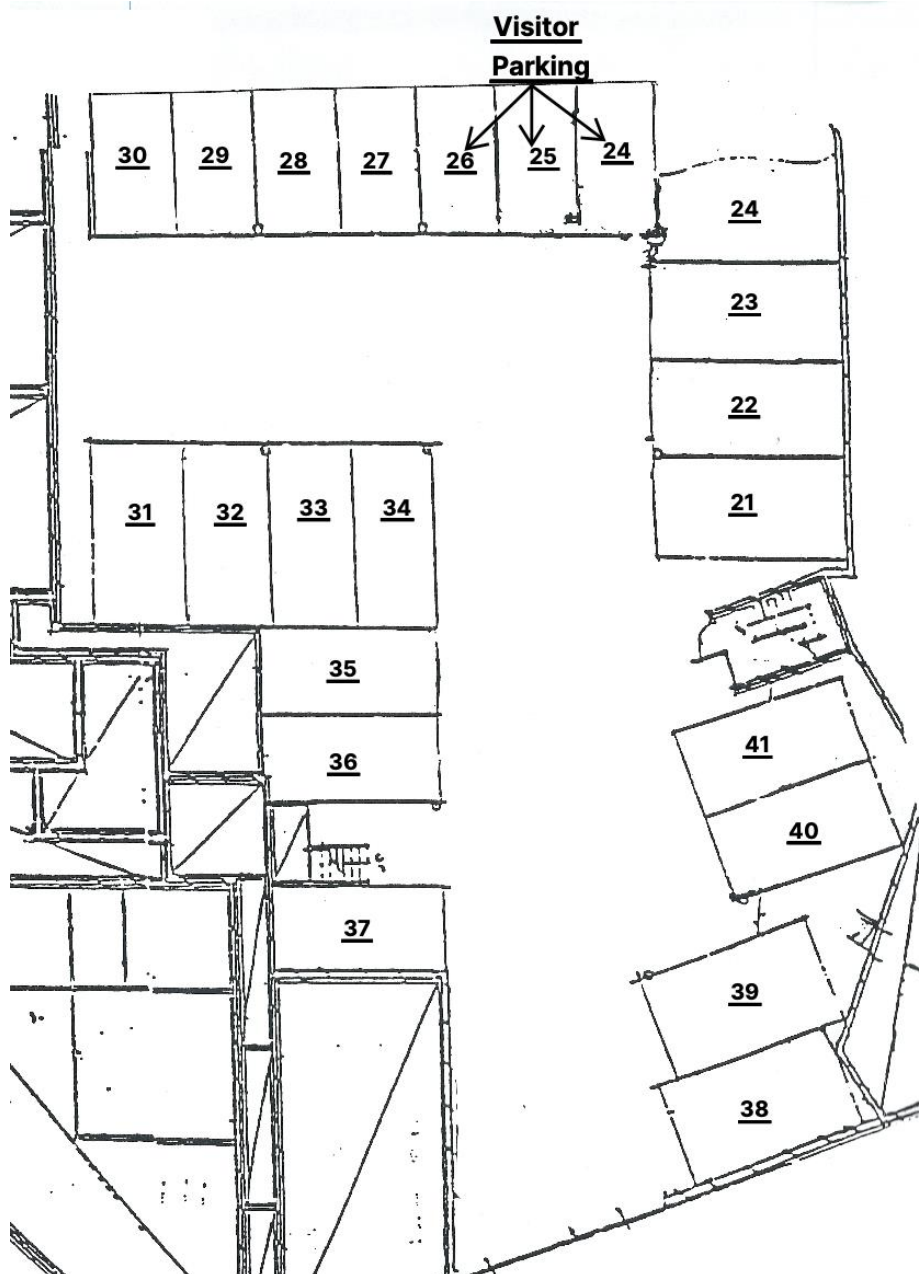
The owners of the lots in the schedule hereto shall be entitled to the exclusive use and enjoyment of that area of the common property designated to each lot in the Schedule hereto subject to the following:

- (a) By-law 2 shall not apply to such part of the common area.
- (b) It shall be the responsibility of the owner to maintain and repair that part of the common property to which that owner is granted exclusive use and enjoyment under this by-law.

THE SCHEDULE

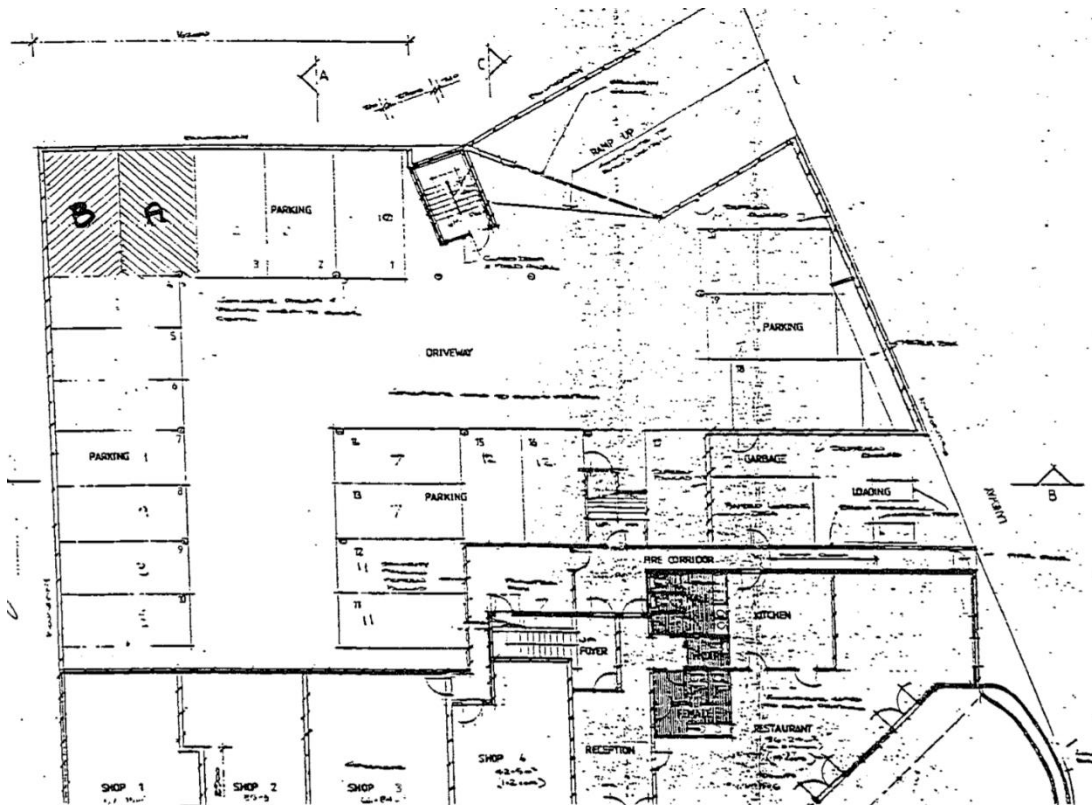
| <u>LOT NO.</u> | <u>CAR SPACE NO.</u> |
|--------------------|----------------------------|
| 1 | 40 & 41 |
| 2 | 2 & 3 |
| 3 | 9 & 10 |
| 4 | 18 & 19 |
| 5 | 20 & 17 |
| 6 | 15 & 16 |
| 7 | 13 & 14 |
| 8 | 4, 5 & 6 |
| 9 | 7 & 8 |
| 10 | 1,29, 30 & 35 |
| 11 | 11,12, 27 & 28 |
| 12 | 21,22,23 & 31 to 34 (incl) |
| 13 | 36 |
| 14 | 37 |
| 15 | 38 |
| 16 | 39 |
| Owners Corporation | 24, 25 & 26 |





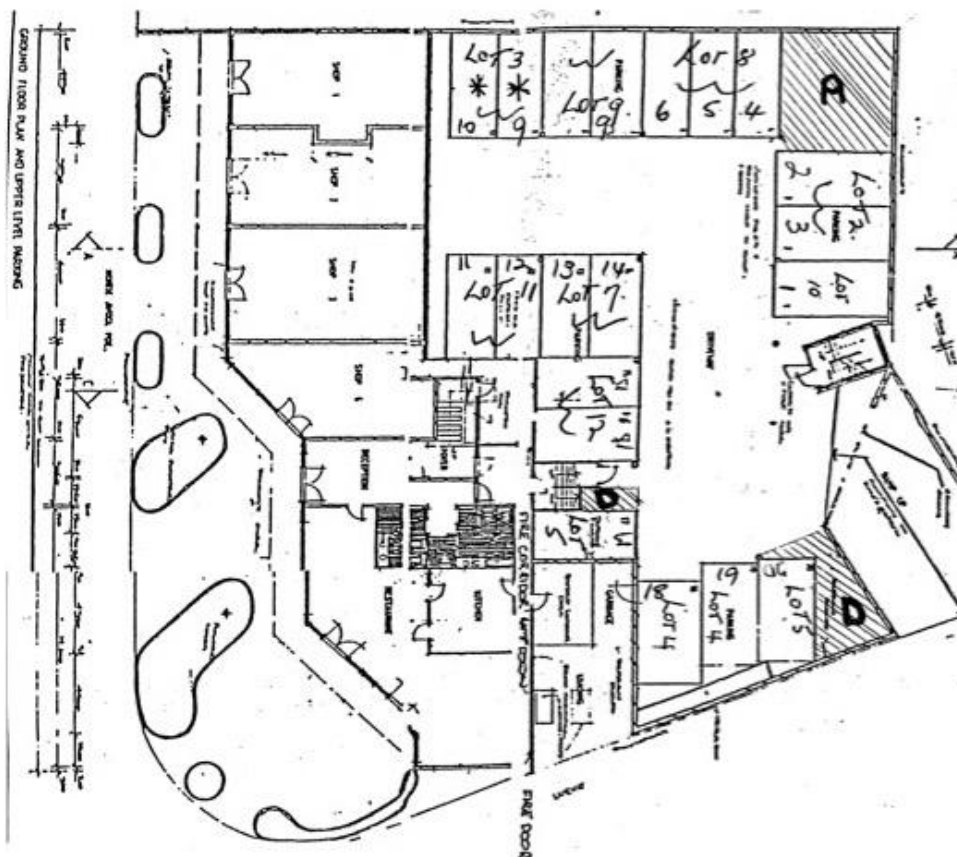
21 EXCLUSIVE USE LOT 2 AND 8

The proprietor of Lot 2 shall be entitled to the exclusive use and enjoyment of that area of common property adjacent to the garage spaces for Lot 2 (hatched black and marked with the letter "A") on the plan attached hereto) subject to the proprietor of Lot 2 being responsible for the maintenance and repair of that part of the common property AND the proprietor of Lot 8 shall be entitled to the exclusive use of that area of common property adjacent to the garage space for Lot 8 and the aforesaid area hatched black and marked with the letter "A" (hatched black and marked with the letter "B" on the plan attached hereto) subject to the proprietor of Lot 8 being responsible for the maintenance and repair of that part of the common property AND SUBJECT to the Body Corporate not being responsible for any costs in relation to the isolation of these two areas of common property.



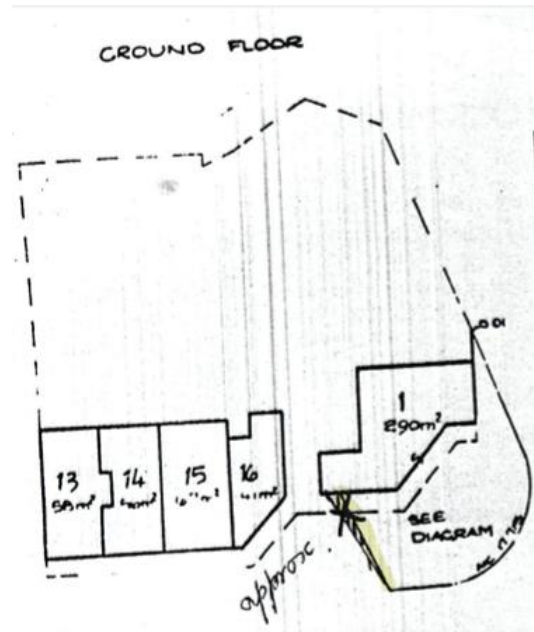
22 EXCLUSIVE USE LOT 5

The proprietor of Lot 5 shall be entitled to the exclusive use and enjoyment of those areas of common property adjacent to the garage spaces for Lot 5 (hatched black and marked with the letter "D" on the plan annexed hereto) subject to the proprietor of Lot 5 being responsible for the maintenance and repair of that part of the common property.



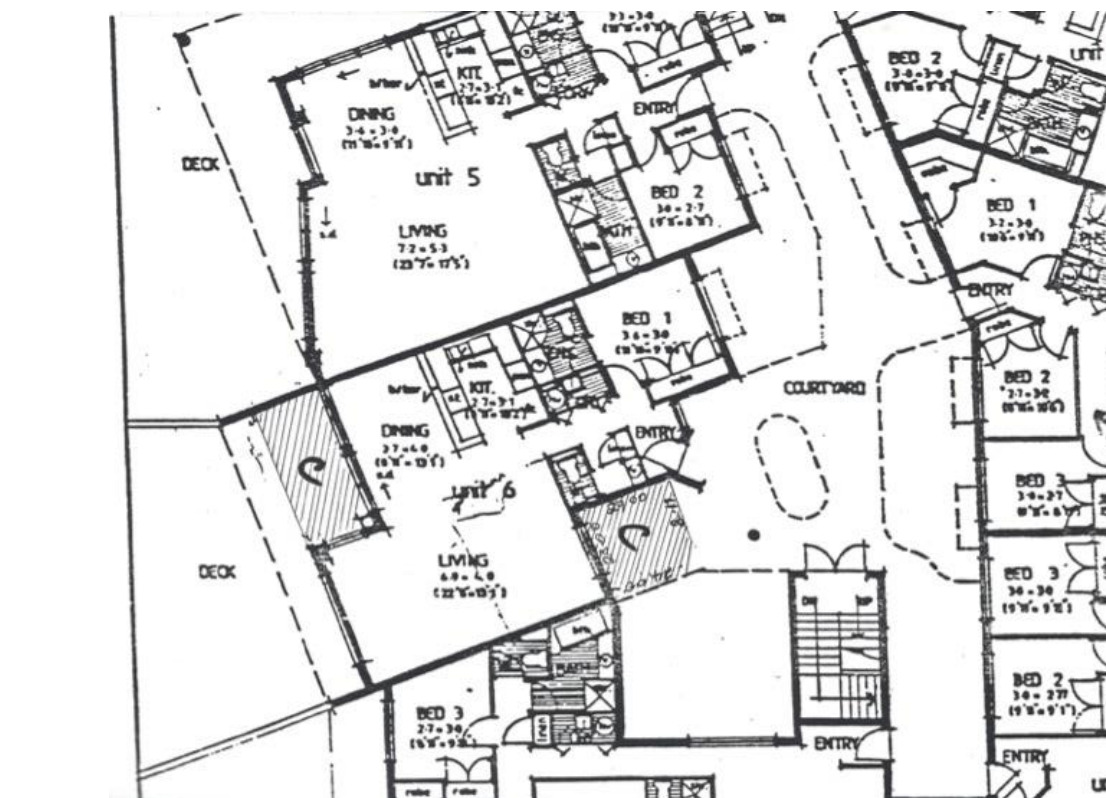
23 EXCLUSIVE USE LOT 1

The proprietor of Lot 1 shall be entitled to the exclusive use and enjoyment of that area of common property adjacent to Lot 1 (hatched black and marked with the letter "X" on the plan below) subject to the proprietor of Lot 1 being responsible for the maintenance and repair of that part of the common property and subject to the proprietor of Lot 1 permitting the Body Corporate to have the use of the car spaces hatched red and marked with the letter "E" on the plan annexed hereto for visitors' parking.



24 EXCLUSIVE USE LOT 6

The proprietor of Lot 6 shall be entitled to the exclusive use and enjoyment of those areas of common property adjacent to Lot 6 (hatched black and marked with the letter "C" on the plan attached hereto subject to the proprietor of Lot 6 being responsible for the maintenance and repair of that part of the common property.



25 NOTIFICATION

The owner and/or his managing agent is required to promptly notify the Owners Corporation or its nominated strata manager of the full name of the tenant or other occupier of a lot immediately he, she or they take possession of that lot.

26 USAGE

An owner or occupier of a lot must not use that lot or permit it to be used in such a manner or for such purpose as to cause a nuisance to the occupier of any other lot.

27 ACCESS

27.1 In order to comply with its obligations under the *Strata Schemes Management Act 2015* (**SSMA**), including under section 106 of the SSMA, the Owners Corporation requires access to lots in the strata scheme (**Lots**) from time to time.

27.2 In order to facilitate access to Lots, the Owners Corporation may (except in an emergency) adopt the following process and notify all owners and occupiers of Lots of such process:

- (a) Not less than 14 days prior to the date on which access to a Lot is required by the Owners Corporation, the Owners Corporation shall send a written notice to the owner or (if the owner does not reside in the Lot) the occupier of the relevant Lot by sending the notice to the email address or postal address recorded for that owner or occupier in the strata roll, or as otherwise provided to the Owners Corporation by that owner or occupier, seeking access to the relevant Lot.
- (b) The written notice shall:
 - (i) provide a summary of the purpose of the access;
 - (ii) state the first day on which access to the relevant Lot will be required;
 - (iii) state the anticipated duration of access that is required (ie number of hours, days, weeks, etc);
 - (iv) state the anticipated start and finish times for access on each day of access;
 - (v) state the name and contact details of the Owners Corporation's consultant and/or contractor and any authorised person of the Owners Corporation who will be accessing the relevant Lot.

27.3 Upon receipt of the written notice referred to in clause 28.2 of this by-law from the Owners Corporation, the owner or occupier of the relevant Lot shall:

- (a) notify the Owners Corporation in writing within 7 days of their receipt of the written notice that the owner or occupier agrees to provide the Owners Corporation with unrestricted and continuous access to their Lot on the date, times and for the duration requested by the Owners Corporation in the written notice; or
- (b) if the owner or occupier cannot provide access to their Lot on the date, times and for the duration requested by the Owners Corporation in the written notice referred to in clause 28.2 of this by-law, notify the Owners Corporation in writing within 7 days of the owner's or occupier's receipt of the written notice that access cannot be provided on the date, times and for the duration requested by the Owners Corporation and, acting reasonably, nominate at least two alternative dates and

times on which access can be provided to the Owners Corporation, being dates that are as soon as practicable after the original date requested by the Owners Corporation in the written notice.

- 27.4 If clause 28.3(a) applies, the owner or occupier of the relevant Lot must provide the Owners Corporation with unrestricted and continuous access to their Lot in accordance with the terms of the written notice.
- 27.5 If clause 28.3(b) applies, the Owners Corporation and the owner or occupier of the relevant Lot shall, acting reasonably, agree on an alternative date and time for the owner or occupier to provide the Owners Corporation with access to the relevant Lot and the Owners Corporation shall send a revised written notice containing the information referred to in clause 28.2 of this by-law to the owner or occupier and the owner or occupier must provide the Owners Corporation with unrestricted and continuous access to their Lot on that alternative date and time in accordance with the terms of the revised written notice.
- 27.6 The Owners Corporation is liable under section 122 of the Act for any damage to a Lot or any of its contents caused by or arising out of the carrying out of any work, or the exercise of a power of entry to a Lot, unless the damage arose because the Owners Corporation was obstructed or hindered.
- 27.7 If an owner or occupier does not provide access to the Owners Corporation, the Owners Corporation may apply to the Civil and Administrative Tribunal of New South Wales for an order for access to the owner's or occupier's Lot.

28 SIGNS

- 28.1 An owner may temporarily place a sign advertising their lot for 'Auction', or 'For Sale' (but not 'For Lease') (**Sign**) on the common property, subject to the owner complying with the following conditions:
- (a) the owner must obtain the prior written approval of the Owners Corporation to place the Sign on the common property, which approval must not be unreasonably withheld.
 - (b) the owner must only place one Sign per lot, of which they are the owner, on the common property at any given time.
 - (c) the owner must ensure that the Sign is only placed in the common property garden bed situated near the pine tree in the front of the strata scheme and must not at any time nail the Sign to the tree
 - (d) the dimensions of the Sign placed on the common property by the owner must not exceed 1.3 metres high x 1 metres wide.
 - (e) the owner must ensure that the number of the lot for sale by them is displayed on the Sign.
 - (f) the owner must remove the Sign from the common property within 7 days of the owner exchanging contracts for the sale of the owner's lot with the proposed purchaser and must not keep the Sign on the common property with a "sold" sticker thereon.
 - (g) the owner must not at any time place, display or affix any Sign on or to the exterior of the building or on or to any common property not approved by the Owners Corporation under this by-law.

- (h) the owner must ensure that the owner's servants and agents (including without limitation any real estate agent or contractor) comply with this by-law.
- (i) The owner must only place the Sign on the common property for a period not exceeding 3 calendar months, commencing from the date of the approval given by the Owners Corporation under this by-law, after which time the owner must obtain further approval from the Owners Corporation under part (a) of this by-law to place the Sign on the common property for an additional period of time.

28.2 An owner must not at any time place, display or affix any promotional material of any kind on or to the exterior of the building or on or to any common property.

29 CAR SPACE STORAGE

- 29.1 Notwithstanding the granting of any exclusive use thereof, an owner or occupier of a lot must not, deposit or store any furniture, household goods, sports equipment or any items or materials other than a vehicle on or in any of the unenclosed car spaces forming part of the Strata Plan.
- 29.2 An owner or occupier of a lot must not keep or operate any thing in the car space of the lot which contravenes any law, the development consent for the strata scheme or which may pose a safety, security or fire safety risk to the strata scheme or to any owner or occupier of a lot in the strata scheme.
- 29.3 An owner or occupier of a lot must not, except with the prior approval of the Owners Corporation, power or operate any large electrical goods used domestically, including without limitation any fridges, freezers, washing machines, clothes dryers and other similar appliances, or charge any electric vehicle or hybrid vehicle, in the car space of the lot. An owner or occupier of a lot given approval to power, operate or charge an item in the car space of the lot must pay to or reimburse the Owners Corporation the reasonable electricity costs (determined by the Owners Corporation from time to time, acting reasonably) for any common property electricity that is used by that owner or occupier to power, operate or charge an item in the car space of the lot.

30 LOCKS, FLOOR & WALL TILES & SECURITY\SCREEN DOORS & WINDOWS

An owner or occupier of a lot shall maintain, keep in good repair and replace if necessary all locks to the external doors and windows of a lot, the lock/transmitter/electronic operator to individual garage doors, the lock and key to the mail box allocated to that lot, wall and floor tiles (excluding balcony floor tiles) and all security or screen doors and window/security screens to that lot.

31 AIR CONDITIONING UNITS

PART 1

PART 1.1 PREAMBLE

1.1.1 This by-law is made under the provisions of Division 4 of Part 5 of Chapter 2 of the *Strata Schemes Management Act 1996*.

1.1.2 The intended effect and purpose of this by-law is to:

- (a) permit the Owner to retain the Air Conditioning Unit upon the common property subject to the provisions set out in this by-law; and
- (b) confer a right of exclusive use and enjoyment, and special privileges in respect

of the common property concerned or affected by the Works.

PART 1.2 GRANT OF RIGHT

- 1.2 Notwithstanding anything contained in the by-laws applicable to the Strata Scheme, the Owner has the special privilege to retain the Works (at the Owner's cost and to remain the Owner's fixture) upon the common property, to repair, maintain and replace and the right of exclusive use and enjoyment of those parts of the common property where the Works are installed, subject to the provisions of Part 3 of this bylaw.

PART 1.3 THIS BY-LAW TO PREVAIL

- 1.3 If there is any inconsistency between this by-law any other by-law applicable to the Strata Scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2 DEFINITIONS & INTERPRETATION

2.1 Definitions

In this by-law, unless the context otherwise requires:

- (a) **Act** means the *Strata Schemes Management Act, 1996*.
- (b) **Air Conditioning Unit** means the air conditioning unit exclusively servicing the respective Lot with the external condenser located on the balcony floor of the respective Lot.
- (c) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (d) **Building** means the building situated at 21-23 North Avoca Parade, North Avoca.
- (e) **Council** means Gosford Council.
- (f) **Lot** means each lot in strata plan registration number 36449.
- (g) **Owner** means the owner of the Lot from time to time.
- (h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 36449.
- (i) **Works** means the works for and in connection with the repair, maintenance, replacement and/or removal of the Air Conditioning Unit.

2.2 Interpretation

In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;

- (b) any gender includes the other gender;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation; and
- (e) references to any Works under this by-law include the all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

PART 3

CONDITIONS

3.1 The Owner:

- (a) must properly maintain, replace (if necessary) and keep in good and serviceable repair the Air Conditioning Unit;
- (b) remains liable for any damage to any lot or common property arising out of the Works (including to the Lot);
- (c) must maintain, upkeep and replace, if necessary, those parts of the common property in contact with the Air Conditioning Unit;
- (d) must repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Air Conditioning Unit is removed or relocated;
- (e) must at all times comply with all directions, orders and requirements of the Council or any Authority relating to the Works; and
- (f) must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, removal or replacement of the Works including any liability in respect of the property of the Owner.

3.2 Failure to comply with this by-law

If an Owner or occupier fails to comply with any obligation under this by-law, then the Owners Corporation may:

- (a) request, in writing, that the Owner or occupier comply with the terms of it;
- (b) without prejudice to any other rights, be able to enter upon any of the parcel, including the Lot, to carry out reasonable work; and
- (c) recover the costs of carrying out that work from the Owner. Such costs, if not paid at the end of one month after becoming due and payable bear, until paid, simple interest at an annual rate of 10%. The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts

3.3 Applicability

- 3.3.1 In the event that the Owner desires to remove the Air Conditioning Unit the subject of this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that

removal.

32 FOXTEL DISH LOT 5

The Owners - Strata Plan No. 36449 SPECIALLY RESOLVE pursuant to section 52 (3) of the Strata Schemes Management Act, 1996 (NSW) that the owner of Lot 5 in Strata Plan 36449 will have the special privilege to install a Foxtel satellite dish on the roof of the building and necessary ducting/cabling to enable transmission, subject to:

- (a) The installation, service, maintenance and any necessary replacement of the dish being at the cost of the Owners and successors in title;
- (b) The ducting/cabling from the dish to Lot 5 being installed in the least conspicuous location;
- (c) Compliance with any applicable local government regulations;
- (d) The installation being carried out by a licensed tradesperson in a property and workmanlike manner (before commencement of the work, the owner of Lot 5 must furnish the Owners Corporation with a copy of the contractor's Workers Compensation and Public Liability cover of not less than \$10,000,000 in respect of any claim, and evidence that it is current.
- (e) The owner of Lot 5 being liable for any damages caused to any part of the common property as a result of the installation, use, maintenance, repair or removal of the satellite dish and cabling and for making good that damage immediately after it has occurred.
- (f) The owner of Lot 5 properly maintaining and keeping the common property to which the dish/cabling is attached in a state of good and serviceable repair.
- (g) The owner of Lot 5 indemnifying the Owners Corporation against any liability, claim or expense to any person, body or corporation which would not have been incurred if the installation had not been undertaken.
- (h) If the owner of Lot 5 fails to comply with any obligation under this bylaw then the Owners Corporation may:
 - (!) Carry out all necessary work to perform that obligation
 - (ii) Enter upon any part of the Lot to carry out that work; and
 - (!!!) Recover the costs of carrying out that work from the defaulting owner.

33 PRESERVATION OF FIRE SAFETY

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

34 CHANGE IN USE OR OCCUPATION OF LOT TO BE NOTIFIED

34.1

- a) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- b) Without limiting clause (a), the following changes of use must be notified:
 - i. a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes)
 - ii. a change to the use of a lot for short-term or holiday letting.
- c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

- 34.2 In addition to clauses 36.1 to 36.3 inclusive of this by-law, where an occupier of a lot proposes to change the use of their lot, that occupier must, obtain and provide to the Owners Corporation the written approval of the owner of the lot to the proposed change of use of the owner's lot.
- 34.3 Where the written consent of the Owners Corporation is required to be obtained by an owner or occupier prior to that owner or occupier submitting any application to the local council or other relevant authority for consent to change the use of the lot:
- a) the Owners Corporation may issue reasonable directions from time to time in relation to the manner in which an owner or occupier may apply to the Owners Corporation for the Owners Corporation's written consent, including but without limitation the form of the application to be made, the information and documents to include in and with the application and to whom the application is to be sent;
 - b) the owner or occupier must provide the Owners Corporation with all such information and/or documents requested by the Owners Corporation, acting reasonably, as is necessary to enable the Owners Corporation to consider any application and make a decision on whether to provide the Owners Corporation's written consent to any application;
 - c) the owner or occupier must pay the reasonable costs of the Owners Corporation (including but without limitation any reasonable legal costs, strata managing agent costs and expert/consultant costs) to consider any application and make a decision on whether to provide the Owners Corporation's written consent to any application;
 - d) where consent is given by the Owners Corporation, the Owners Corporation may, acting reasonably, impose reasonable conditions on the owner or occupier as part of providing the Owners Corporation's written consent to the application, including but without limitation a condition that the owner of the lot, which is the subject of a change of use, consents to the Owners Corporation levying a higher contribution on that owner to reflect any increase in the insurance premium payable for the strata scheme as a consequence of the owner or occupier changing the use of the lot;
 - e) where consent is not given by the Owners Corporation, the Owners Corporation must provide written reasons for its refusal of consent.
- 34.4 Where the written consent of the Owners Corporation is not required for any application by an owner or occupier to the local council or other relevant authority for consent to change the use of the lot, the Owners Corporation and any other owner or occupier in the strata scheme may submit an objection to the local council or other relevant authority regarding the application.

35 COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS

1. The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
2. The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.
3. The owner or occupier of a lot must ensure that, where the lot is operated for commercial purposes, the trading hours of the lot comply with the development consent for the use of the lot for commercial purposes and, where there are no trading

hours specified in the development consent, the owner or occupier must ensure the lot is only operated between 6:00am to 9:00pm on each day of permitted operation.

36 LEASING OF GARAGES AND CARPARKING SPACES

No garage/carparking spaces are to be leased to the general public.

37 GARAGE DOOR REMOTES

The purchase and programming of all garage door remotes and keys to doors and mailboxes are to be arranged by and at the cost of each individual owner. As this is a security building, keys can be obtained from Avoca Locksmiths with the approval of the Strata Manager. If garage doors are ever replaced and remotes need reprogramming, this will be done at the expense of the Owners Corporation.

38 EXHAUST/CEILING FANS

All exhaust / ceiling fans in units are the individual lot owners responsibility to replace, repair and maintain.

39 DRAINAGE GRATES

Drainage grates on individual balconies are to be kept free of debris by the owner of the unit. If this is not done and water damage occurs to the unit, or other units or any part of the building, then it is the respective owner of the unit who will responsible to pay for any damage.

40 REGULATE INSTALLATION OF HARD SURFACE FLOORING WITHIN LOTS

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
 - (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
 - (ii) insurance required under the *Home Building Act 1989* and if permissible by the insurer noting the Owners Corporation as an interested party; and
 - (iii) workers compensation insurance, if required.
- (c) **Lot** means a lot in strata scheme 36449.
- (d) **Owner** or **Occupier** means the owner or occupier of a Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no 36449.

- (f) **Required Documents** means:
- (i) existing plans, specifications, drawings;
 - (ii) proposed plans, specifications and drawings and manufacturer's details;
 - (iii) if the plans and drawings do not adequately describe the works, a description of the works;
 - (iv) specifications and manufacturer's details for acoustic membrane regarding the installation of any hard surface flooring surfaces;
 - (v) specifications and manufacturer's details for waterproofing membranes regarding the installation of hard surface flooring surfaces;
 - (vi) if required, a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring, including certification that the proposed flooring works will not increase the likelihood of transmission or noise to the floor below or adjoining Lots and will be compliant with clause 3.1(a) of this by-law; and
 - (vii) any other document reasonably required by the Owners Corporation.
- (g) **Works** means the additions and alterations undertaken by an Owner or Occupier to their Lot and to the common property specified in the Required Documents being the installation of hard surface flooring within their respective Lot.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2 GRANT OF RIGHT

2.1 An Owner or Occupier must not install or carry out the Works except in accordance with Part 3 of this by-law.

PART 3 CONDITIONS

PART 3.1 Acoustics and insulation

3.1 The Owner or Occupier must:

- (a) install appropriate acoustic membrane sufficient to prevent the transmission of

noise likely to disturb the peaceful enjoyment of another Owner's or Occupier's Lot in accordance with the current National Construction Code of Australia and the Australian Standards and the law; and has an impact noise transmission not greater than LnT,w 62dB.

- (b) if that Owner or Occupier is seeking to undertake the Works within the bathroom, laundry, lavatory areas or outside their respective Lot; install the appropriate waterproofing membranes to prevent the transmission of moisture into adjacent common property areas or adjoining Lots.

PART 3.2 **Approval**

3.2 If the Works add to, alter or erect new structures on the common property, the Owner or Occupier will be required to obtain approval for the Works from the Owners Corporation by way of a:

- (a) motion under section 110 of the Act (minor renovations by owners); and/or
- (b) by-law under section 108 and/or section 143 of the Act,

granted to the Owner

PART 3.2 **Before commencement**

3.2 Before commencement of the Works the Owner or Occupier must:

- (a) provide the Required Documents to the Owners Corporation not less than 14 days before the commencement of the Works;
- (b) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation; and
- (c) effect and maintain Insurance and provide a copy to the Owners Corporation.

PART 3.3 **During construction**

3.3 Whilst the Works are in progress the Owner or Occupier must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 2 month from their commencement or

such other period as reasonably approved by the Owners Corporation;

- (f) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- (g) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (h) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time; and
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.4

After construction

3.4 After the Works have been completed the Owner or Occupier must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) where any work undertaken includes waterproofing then the Owner must ensure that at their cost:
 - (i) the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator whose credentials have been approved by the Owners Corporation as a preferred contractor prior to the waterproofing commencing; and
 - (ii) that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator and to the satisfaction of the strata committee.
- (c) if required, provide the Owners Corporation with certification from a suitably qualified installer approved by the Owners Corporation that the Works have been installed in compliance with the Required Documents including the acoustic engineers report provided under clause 1.1(f)(vi) of this by-law;
- (d) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (e) if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that any rectification works required to rectify any damage to Lot or common property have been completed in accordance with the terms of this by-law; and

- (f) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works.

PART 3.5

Enduring rights and obligations

3.5 The Owner or Occupier:

- (a) must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
- (b) must renew or replace the Works to the extent that the Works or parts of the Works do not form common property when necessary or when reasonably required by the Owners Corporation;
- (c) remains liable for any damage to lot or common property arising out of the Works;
- (d) must make good any damage to lot or common property arising out of the Works; and
- (e) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

41 KEEPING OF ANIMALS

PART 1

INTERPRETATION

1.1 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2

KEEPING AN ANIMAL

- 2.1 Subject to section 139(5) of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot may keep no more than two (2) animals and no larger than a Labrador without prior permission of the Owners Corporation. Larger animals or more than two (2) will require and application to obtain pre-approval from the Owners Corporation. An owner may, keep a small caged bird or fish kept in a secure aquarium on the lot.
- 2.2 If an owner or occupier of a lot obtains the prior written approval of the owners corporation and keeps an animal on the lot, then the owner or occupier must:
 - a) ensure that the animal is vaccinated with all the common vaccines given to an animal of its type, and is further vaccinated as required;

- b) ensure that the animal has been treated to prevent fleas, and is further treated as required;
- c) if that animal is not a cat, ensure that the animal is under the owner's control and not left unattended when on the common property;
- d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal;
- e) not leave food on the common property;

PART 3 CONDITIONS FOR KEEPING AN ANIMAL

- 4.1 An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.
- 4.2 The owners corporation has the right to withdraw its approval to an owner or occupier of a lot to keep an animal if:
 - (a) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant;
 - (b) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant;
 - (c) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant;
 - (d) the animal causes damage to the common property or another lot;
 - (e) the animal endangers the health of another occupant through infection or infestation;
 - (f) the animal causes a persistent offensive odour that penetrates another lot or the common property;
 - (g) for a cat kept on a lot, the owner of the animal fails to comply with an order that is in force under section 31 of the *Companion Animals Act 1998*; or
 - (h) for a dog kept on a lot:
 - (i) the owner of the animal fails to comply with an order that is in force under section 32A of the *Companion Animals Act 1998*;
 - (ii) the animal is declared to be a menacing dog or a dangerous dog under section 34 of the *Companion Animals Act 1998*; or
 - (iii) the animal is a restricted dog within the meaning found in section 55(1) of the *Companion Animals Act 1998*.

- 4.3 If the owners corporation withdraws the right of an owner or occupier of a lot to keep an animal, the owner or occupier of a lot must remove the animal within two months of such a request being made by the owners corporation, or such other time as approved by the owners corporation.

PART 5 ANIMAL OWNER RESPONSIBILITIES

- 5.1 An owner or occupier of a lot who owns and keeps an animal on the lot or common property is responsible for:
- (a) any noise or odour that their animal makes which causes unreasonable interference or a nuisance;
 - (a) any action that their animal does which causes unreasonable interference or a nuisance;
 - (b) damage to or loss of property or injury caused to any person caused by the animal; and
 - (c) cleaning up after their animal.

42 PROHIBIT SMOKING

PART 1 DEFINITIONS & INTERPRETATION

- 1.1 In this by-law:
- (a) **Balcony** means balcony as defined in strata plan.
 - (b) **Common Property** means the common property in strata scheme 36449.
 - (c) **Courtyard** means courtyard as defined in strata plan.
 - (d) **Lot** means a lot in the strata scheme.
 - (e) **Owner** or **Occupier** means the owner or occupier of a Lot from time to time.
 - (f) **Smoke** or **Smoking** means smoke, hold or otherwise have control over, an ignited Smoking Product.
 - (g) **Smoking Product** means any tobacco or other product that is intended to be smoked.
- 1.2 In this by-law, a word which denotes:
- (a) the singular includes plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and

- (d) references to legislation includes references to amending and replacing legislation.

PART 2

GRANT OF RIGHTS

- 2.1 An Owner or Occupier must not Smoke whilst on the:
 - (a) Common Property;
 - (b) Courtyards; or
 - (c) Balconies.
- 2.2 An Owner or Occupier must not allow another person, including without limitation their invitee or employee to Smoke whilst on the:
 - (a) Common Property;
 - (b) Courtyards; or
 - (c) Balconies.
- 2.3 An Owner or Occupier must ensure that Smoke caused by Smoking within a Lot does not enter into or penetrate the Common Property or another Lot.

43 SHORT-TERM RENTAL ACCOMMODATION ARRANGEMENT

PART 1

DEFINITIONS & INTERPRETATION

- 1.1 In this by-law:
 - (a) **Environmental Planning Instrument** means an instrument from time to time applicable to the Property, including without limitation any local environmental plan, development control plan, state or other environmental planning policy and any development consent condition.
 - (b) **Fair Trading Act** means the *Fair Trading Act 1987* (NSW).
 - (c) **Lot** means a lot in the strata scheme 36449.
 - (d) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
 - (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 36449.
 - (f) **Property** means the land and improvements comprising the parcel the subject of

strata plan 36449.

- (g) **Short-term Rental Accommodation Arrangement** means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time. **Short-term Rental Accommodation Arrangement** has the same meaning as in Section 54A of the FTA and Section 137A of the SSMA.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2

RESTRICTION OF SHORT-TERM RENTAL ACCOMMODATION ARRANGEMENTS

2.1 An Owner or Occupier of a Lot ("Host") must not allow another person ("Guest") to occupy the whole or any part of the Lot for a period ("Occupation Period") if:

- a) The arrangement is a Short Term Rental Accommodation Arrangement; and
- b) The Lot is not the Host's principal place of residence throughout the Occupation Period.

2.2 The Host must:

- a) prior to using the Lot for Short-Term Rental Accommodation Arrangements, provide the Owners Corporation with written notice of the Host's decision to do so and the date on which such use is to commence;
- b) prior to commencement of the Occupation Period for a specific arrangement, provide the Owners Corporation with written notice of the arrangement, including details of the Guest and Occupation Period;
- c) provide the Owners Corporation with a copy of the evacuation plan for the Lot; and
- d) provide the Owners Corporation with any certifications, plans or any other documents which demonstrate that the Lot complies with the short term rental accommodation fire safety standard, pursuant to part 9 division 7D of the *Environmental Planning and Assessment Regulation 2000* (NSW).

2.3 The Host must ensure that the Host and the Guest:

- a) Do not contravene any Environmental Planning Instrument;
- b) Comply with all relevant laws, including without limitation any code of conduct applicable to Short-Term Rental Accommodation Arrangements;

- c) Comply with any Commonwealth and/or NSW Government orders and/or determinations related to Covid-19;
- d) Comply with any by-laws pertaining to the Scheme; and
- e) Comply with any reasonable directions given by or on behalf of the Owners Corporation for the purpose of maintaining safety and/or amenity within the Property.

44 MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

45 COMMON PROPERTY MEMORANDUM

Owners corporation responsibilities for maintenance, repair or replacement

| | |
|----------------------------------|--|
| 1. Balcony and courtyards | <ul style="list-style-type: none"> (a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property |
| 2. Ceiling/Roof | <ul style="list-style-type: none"> (a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes |
| 3. Electrical | <ul style="list-style-type: none"> (a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot |

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|-------------------------|---|
| | <ul style="list-style-type: none"> (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems |
| 4. Entrance door | <ul style="list-style-type: none"> (a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic |

| | |
|-------------------|---|
| | <ul style="list-style-type: none"> closer (c) security doors, other than those installed by an owner after registration of the strata plan |
| 5. Floor | <ul style="list-style-type: none"> (a) original floorboards or parquet flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan |
| 6. General | <ul style="list-style-type: none"> (a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment |

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| 7. Parking / Garage | <ul style="list-style-type: none"> (a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan |
| 8. Plumbing | <ul style="list-style-type: none"> (a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit |
| | (d) storm water and on-site detention systems below ground |
| 9. Windows | <ul style="list-style-type: none"> (a) windows in common property walls, including window furniture, sash cord and window seal (b) insect screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation |

Lot owner responsibilities for maintenance, repair or replacement

| | |
|----------------------------------|--|
| 1. Balcony and courtyards | <ul style="list-style-type: none"> (a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot |
| 2. Ceiling/Roof | (a) false ceilings inside the lot installed by an owner after the registration of the strata plan |
| 3. Electrical | <ul style="list-style-type: none"> (a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within noncommon property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls |
| 4. Entrance door | <ul style="list-style-type: none"> (a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes |

| | |
|----------------------------|--|
| 5. Floor | <ul style="list-style-type: none"> (a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquetry flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan |
| 6. General | <ul style="list-style-type: none"> (a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot |
| 7. Parking / Garage | <ul style="list-style-type: none"> (a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies) |
| 8. Plumbing | <ul style="list-style-type: none"> (a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware |
| 9. Windows | <ul style="list-style-type: none"> (a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys |

SPECIAL BY-LAW NO 1 - MAJOR AND MINOR WORKS APPROVAL PROGRAMME

PART 1

PREAMBLE

1.1 The purpose of this by-law is to:

- (a) Provide a programme for the seeking of approval from the Owners Corporation to the carrying out of Works to a Lot and to regulate the maintenance, repair and replacement of those Works.
- (b) Delegate to the Strata Committee the power to approve Minor Works applications.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

In this by-law, unless the context otherwise requires:

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **Approved Form** means the form attached at **Annexure “A – Building Works Application Form”** or as the strata committee may otherwise approve from time to time.
- (c) **Australian Standards** means the standards, codes and regulations which govern building and construction work from time to time as relevant and applicable to the particular works being carried out by the Owner.
- (d) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but not limited to the local council, a court or a tribunal.
- (e) **Bond** means the amount of \$1,000.00 or another amount determined by the strata committee payable by the Owner to the Owners Corporation. The strata committee shall notify the Owner as to the amount payable prior to the Owner commencing Works. The Bond may be in the form of a bank guarantee.
- (f) **Building** means the building situated at 21 North Avoca Parade, North Avoca NSW 2260.
- (g) **Building Manager** means the building manager engaged by the Owners Corporation from time to time (where applicable).
- (h) **Cosmetic Works** means cosmetic works as defined from time to time in the Act and the Regulations including but not limited to:

- (i) installing or replacing hooks, nails or screws for hanging paintings and other things on walls;
 - (ii) installing or replacing handrails;
 - (iii) painting;
 - (iv) filling minor holes and cracks in internal walls;
 - (v) laying carpet;
 - (vi) installing or replacing built-in wardrobes;
 - (vii) installing or replacing internal blinds and curtains;
 - (viii) any other work prescribed by the Regulations for the purposes of section 109 of the Act.
- (i) **Essential Works** means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of common property structure or services including within a Lot.
- (j) **Insurance** means:
- (i) contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers' compensation insurance.
- (k) **Lot** means any lot in Strata Plan No 36449.
- (l) **Major Works** means works that are not Minor Works or Cosmetic Works, and include:
- (i) work involving structural changes;
 - (ii) work that changes the external appearance of a Lot, including the installation of an external access ramp;
 - (iii) work involving waterproofing;
 - (iv) work for which consent or another approval is required under any other Act; and
 - (v) any other item prescribed by the Regulations pursuant to sections 109(5)(h) or 110(7)(g) of the Act not to be Cosmetic Works or Minor Works.
- (m) **Minor Works** has the same meaning as minor renovations as defined from time to time in the Act, the Regulations or as part of this by-law, including but not limited to:
- (i) renovating a kitchen;
 - (ii) changing recessed light fittings;

- (iii) installing or replacing wood or other hard floors;
 - (iv) installing or replacing wiring or cabling or power or access points;
 - (v) work involving reconfiguring of internal walls;
 - (vi) installing a security or alarm system;
 - (vii) installing a reverse cycle split system air conditioner;
 - (viii) replacing bathroom fixings and fittings (i.e. tap-ware, basin, toilet) where tiles or plumbing connections are not affected; and
 - (ix) any other work prescribed by the Regulations for the purposes of section 110 of the Act.
- (n) **Owner** means the owner or owners for the time being of a Lot.
 - (o) **Owners Corporation** means the owners corporation constituted upon the registration of Strata Plan No 36449.
 - (p) **Regulations** means the *Strata Schemes Management Regulation 2016*.
 - (q) **Works** means Minor Works and Major Works.

2.2 Interpretation

2.2.1 In this by-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes, where applicable, the Building Manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes that Owner's executors, administrators, successors, permitted assigns or transferees; and
- (g) to the extent of any inconsistency between the by-laws applicable to Strata Plan No 36449 and this by-law, the provisions of this by-law shall prevail.

2.2.2 Despite anything contained in this by-law:

- (a) if any provision or part of a provision in this by-law is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and/or the relevant provision shall remain in full force and effect; and
- (b) if any provision or part of a provision in this by-law is held or found to be harsh, unconscionable and/or oppressive under section 150 of the Act, that provision

or part of a provision shall be deemed to be severed from this by-law or that provision, and the Owners Corporation agrees to and accepts the remainder of this by-law and/or the relevant provision shall remain in full force and effect.

PART 3

CONDITIONS

3.1 Cosmetic Works

- (a) The Owners Corporation may add to the definition of Cosmetic Works from time-to-time by amending the definition of Cosmetic Works under the Act at a general meeting.
- (b) An Owner may carry out Cosmetic Works to their Lot without consent of the Owners Corporation.
- (c) An Owner must ensure that:
 - (i) any damage caused to any part of the common property by the carrying out of Cosmetic Works by or on behalf of the Owner is repaired; and
 - (ii) the Cosmetic Works and any repairs must be carried out in a competent and proper manner; and
 - (iii) the Cosmetic Works are maintained and kept in a state of good and serviceable repair.

3.2 Before Commencement of Works

- (a) Prior to commencement of any Works, an Owner must submit to the strata committee:
 - (i) a duly completed Approved Form;
 - (ii) detailed specifications as to the Works to be undertaken including where applicable:
 - (A) specifications for any equipment to be installed as part of the Works including any sound or energy rating, type, size together with the manufacturer's or supplier's brochure regarding same;
 - (B) a diagram depicting the location of or proposed installation points of all parts of the Works;
 - (iii) details of the duration of the Works and any impact on the common property or disruption to common property services or access; and
 - (iv) copies of any Insurance policies as relevant to the particular Works, if required.
- (b) Upon receipt of the Approved Form, the strata committee shall determine, at its absolute discretion, whether the Works to be carried out are Minor Works or Major Works. In order to make such determination, the strata committee may request the Owner to provide additional details of the Works, including plans, specifications and engineer's reports or certifications.

- (c) On making the determination, the strata committee shall inform the Owner, in writing, of that determination.

3.2.1 Minor Works

- (a) The strata committee is delegated the functions under section 110 of the Act to approve Minor Works.
- (b) If the strata committee determines that the works are Minor Works, the strata committee may approve the Minor Works application.
- (c) If the Minor Works are approved by the strata committee, the Owner may carry out the Minor Works without further consent of the Owners Corporation.
- (d) The Owners Corporation or strata committee may impose further conditions in addition to those provided for by this by-law with respect to the carrying out of the Works and, if such conditions are imposed, it shall inform the Owner in writing of those conditions.

3.2.2 Major Works

- (a) If the strata committee determines that works to be carried out are Major Works, the Owner must, if requested to do so by the strata committee or the Owners Corporation, lodge the Bond (if the Bond has not been lodged with the Approved Form) with the Owners Corporation (including via the Building Manager or strata managing agent of the Owners Corporation where directed by the Owners Corporation or the strata committee) within fourteen (14) days from the date of notification to the Owner by the strata committee of such determination.
- (b) Before commencement of any Major Works, the Owner must:
 - (i) provide a complete proposal concerning the Major Works including but not limited to:
 - (A) plans and specifications of the proposed works;
 - (B) specifications for equipment to be installed as part of the Works including any sound or energy rating, type, size together with the manufacturer's or supplier's brochure regarding same;
 - (C) a diagram depicting the location of or proposed installation points of all parts of the Works;
 - (D) engineering plans and certifications if requested by the Owners Corporation;
 - (E) any necessary approvals/consents/permits from any Authority; and
 - (F) a report(s) from an engineer nominated by the Owners Corporation concerning the impact of the Works on the structural integrity of the Building and any Lot and the common property (if required);

- (ii) prepare and provide to the Owners Corporation:
 - (A) a new by-law (as per Annexure B) under the Act, to amend the definition of “Major Works”, “Owner” and “Lot” and include a new definition of “Plans” (where applicable) to cover the specific scope of Major Works to be carried out and Part 1 to confer rights of exclusive use and enjoyment and a special privilege; and
 - (B) the Owner’s written consent to:
 - (1) the passing of the by-law conferring on them rights of exclusive use and enjoyment and a special privilege; and
 - (2) be responsible for the maintenance, repair and replacement of the Major Works,

such by-law (marked **Annexure “B –Works”**) and form of consent (marked **Annexure “C – Consent”**) to be prepared substantially in the terms set out in **Annexures “B” and “C”** and to be considered at a general meeting of the Owners Corporation.
- (iii) pay for all reasonable costs of the Owners Corporation including:
 - (A) legal fees for reviewing the proposal;
 - (B) fees for convening any meeting to consider the proposal;
 - (C) any other reasonable professional fees required to consider the proposal including but without limitation strata management fees and consultant fees; and
 - (D) registration fees for the by-law contemplated in clause 3.2.2(b)(ii)(A);
- (iv) prepare and provide to the Owners Corporation a dilapidation report prepared by a structural engineer having reviewed the Major Works in relation to any area of the Building (if required including any Lot and the common property) that may be affected by the Major Works. The dilapidation report shall be in writing and shall include photographs of the relevant areas; and
- (v) obtain written consent to the date for the commencement of the Works from the Owners Corporation upon satisfaction of its obligations in clause 3.2.2(b) above. For clarity, no Major Works may be commenced unless and until the by-law referred to in clause 3.2.2(b)(ii)(A) is passed by special resolution at a duly convened general meeting of the Owners Corporation.
- (c) Upon receipt of a by-law under clause 3.2.2(b)(ii)(A) the Owners Corporation will review the proposal and stipulate any relevant conditions to be contained in the common property rights by-law such conditions to include (but not be limited to) those set out in clauses 3.32 - 3.12 (inclusive).

3.3 Specific Conditions

Unless prior written approval is granted by the Owners Corporation, the following conditions apply as relevant:

- (a) Where the Works include reconfiguration of walls the Owner must ensure:
 - (i) No reconfigurations alter or impinge on the structural integrity of the Building;
 - (ii) No walls are to be reconfigured so as to place a bedroom over a bathroom and vice versa;
 - (iii) Walls containing wet areas must not be reconfigured;
 - (iv) Walls must not be added to create new wet areas; and
 - (v) A report from an independent structural engineer agreed to between the Owner and the Owners Corporation must be provided certifying reconfiguration will have no structural impact and does not involve any load bearing walls.
- (b) Where Works involve the installation of a floor finish other than carpet works must be compliant with by-law 40.
- (c) Where the Works involve alteration, replacement, addition or removal of ceiling insulation such works must:
 - (i) not be commenced without prior written approval from the Owners Corporation or strata committee; and
 - (ii) be carried out in a tradesmanlike and professional manner and comply with fire safety standards.
- (d) Where the Works involve the installation of air-conditioning units, the Works must:
 - (i) have a new condenser unit (external) that:
 - (A) is mounted on vibration pads in a location so as to minimise noise and vibration;
 - (B) is installed unobtrusively on the location as approved by the Owners Corporation or strata committee in writing;
 - (C) is not visible from the street. All electrical and coolant lines must be concealed as much as possible; and
 - (D) does not exceed 45dB(A) during the day and 35dB(A) at night or such other acceptable sound rating as may be specified in any law, or by an Authority, or by the Owners Corporation from time to time, acting reasonably, measured at the neighbouring Lot affected by the installation;
 - (ii) not be installed through or attached to windows;
 - (iii) be manufactured, designed and installed to specifications for residential/domestic use; and
 - (iv) have any condensation and run-off from the Lot drained through existing drains or downpipes.
- (e) Owners must ensure that in carrying out Cosmetic Works and Works to the Lot:

- (i) access panels are not blocked;
- (ii) exhaust fans do not penetrate into the ceiling;
- (iii) hot water service overflow pipes do not penetrate external walls but are plumbed into internal pipes in accordance with Australian Standards.

3.4 Notice

- (a) At least two (2) weeks prior to the commencement of the Works the Owner shall notify the Owners Corporation and each other Owner (by way of letterbox drop) of the proposed day of commencement of the Works or an aspect of the Works.
- (b) At least two (2) days prior to the commencement of the Works or an aspect of the Works the Owner shall make arrangements with the Owners Corporation (including via the Building Manager or strata managing agent of the Owners Corporation where directed by the Owners Corporation or the strata committee) or the strata committee regarding:
 - (i) the suitable times and method for the Owner's contractors to access the Building to undertake the Works; and
 - (ii) the suitable times and method for contractors to park their vehicles on common property whilst the Works are being conducted.

3.5 Compliant Works

To be compliant under this by-law, Works:

- (a) must be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation or the strata committee, acting reasonably;
- (b) must be manufactured, designed and installed to specifications for domestic use;
- (c) must be in accordance with Australian Standards and the National Construction Code (including the Building Code of Australia);
- (d) for fire detectors, any alterations, connections or disconnection to the fire detectors are to be detailed and provided to the Owners Corporation before commencement of the works for approval. If approved, the changes shall be certified by the fire certification controller appointed by the Owners Corporation;
- (e) must be in keeping with fire safety standards.

3.6 During construction

Whilst the Works are in progress the Owner of the Lot must:

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted with due care and skill and comply with the current National Construction Code (including the Building Code of Australia) and Australian Standards;
- (c) ensure the Works are carried out expeditiously and with a minimum of disruption;

- (d) carry out the Works between the hours of 7:30am and 5:00pm Monday-Friday and from 8:00am to 12:00pm Saturday or such other times as are reasonably approved by the strata committee. No Works are to be carried out on a Sunday or public holiday unless they are silent works (e.g. painting);
- (e) transport all construction materials, equipment and debris as reasonably directed by the Owners Corporation and keep all areas of the Building outside the Lot affected by the Works and/or by the exercise of the Owner's rights under this by-law clean and tidy;
- (f) not allow tradespersons and contractors at any time to park on common property without the written consent of the Owners Corporation;
- (g) not dispose of rubbish and waste material in common property waste bins or skips except with the prior written consent of the Owners Corporation;
- (h) not allow waste bins or skips to be placed on or near the common property without the prior written consent of the Owners Corporation;
- (i) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property;
- (j) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (k) provide to the strata committee at least forty-eight (48) hours prior written notice of any noisy works (e.g., jackhammering, the use of any pneumatic, rotary or powder-actuated tools) such works which may only be carried out between the hours of 9:00am and 12:00pm or 1:00pm to 4:00pm Monday-Friday or such other times as are reasonably approved by the Owners Corporation;
- (l) ensure that the Works do not interfere with or damage the common property or the property of the Owners Corporation or any other Owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (m) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation (for clarity more than one inspection may be required);
- (n) observe all the other by-laws applicable to the strata scheme at all times; and
- (o) not vary the Works or their scope without first obtaining the consent in writing from the Owners Corporation and, where applicable, an Authority.

3.7 After construction

3.7.1 After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to Lot and common property caused by the Works and not permitted by this by-law has been rectified;
- (c) provide to the Owners Corporation a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications;

- (d) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- (e) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Major Works or works required to rectify any damage to Lot or common property have been completed in accordance with the terms of this by-law;
- (f) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed satisfactorily and in accordance with this by-law; and
- (g) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law.

3.7.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that clauses 3.7.1(a)-(g) immediately above have been complied with.

3.7.3 Upon satisfaction of clause 3.7.1 the Owners Corporation will refund the Bond to the Owner less any costs incurred by the Owners Corporation for or in connection with the carrying out of the Works or breach of this by-law.

3.8 Statutory and other requirements

- (a) The Owner must:
 - (i) comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the Works;
 - (ii) ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
 - (iii) ensure that the warranties provided by the National Construction Code (including the Building Code of Australia) and Australian Standards are, so far as relevant, complied with; and
 - (iv) comply with the provisions of the *Home Building Act 1989* and all other relevant laws including but without limitation the *Design and Building Practitioners Act 2020* (where applicable) and all laws in relation to fire safety.
- (b) The Works must:
 - (i) be carried out with due care and skill and in accordance with the plans and specifications set out in the contract;
 - (ii) comprise materials that are good and suitable for the purpose for which they are used and must be new.

3.9 Enduring rights and obligations

3.9.1 An Owner must at the Owner's cost:

- (a) properly maintain and keep the Works and those parts of the Lot the subject of such Works in a state of good and serviceable repair and must renew or replace the Works as required from time to time;
- (b) properly maintain and keep all areas of the common property comprised within, or affected or occupied by the Works in a state of good and serviceable repair and must renew or replace such common property as required from time to time;
- (c) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
- (d) ensure that the Works (where applicable) do not cause water escape or water penetration to Lot or common property;
- (e) ensure that any electricity or other services required to operate the Works (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply; and
- (f) indemnify and keep indemnified the Owners Corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the Building, whether such part being common property or any Lot, caused by, arising out of or related to the Works including their installation, repair, maintenance, replacement, removal and/or use; and
- (g) without derogating from the generality of clause (f) above, indemnify and shall keep indemnified the Owners Corporation against any loss, damage to or destruction of the Works caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the Owner or occupier is in breach of clause 3.11.

3.9.2 If the dilapidation report referred to in 3.2.2(b)(iv) of this by-law is obtained, the Owner and the Owners Corporation acknowledge and agree that report shall be the basis for ascertaining and determining whether any damage has been occasioned by the Works to the common property and any Lot.

3.9.3 The Works shall be carried out at the cost of the Owner and shall remain the property of the Owner.

3.10 Recovery of costs

Should an Owner fail to comply with any obligation under this by-law:

- (a) the Owners Corporation may request, in writing, that the Owner complies with the terms of the by-law and the Owner must take all reasonable steps to comply with the Owners Corporation's request;
- (b) without prejudice to any other rights, the Owners Corporation may carry out any work reasonably necessary or take any reasonable steps to rectify the Owner's breach of this by-law;
- (c) the Owner must indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation in taking a step or carrying out work pursuant to clause 3.10(b) above;

- (d) the Owners Corporation may recover from the Owner, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's breach of this by-law; and
- (e) the Owners Corporation may apply the Bond towards the reasonable costs incurred by the Owners Corporation in rectifying any breach of this by-law.

3.11 Essential Works

No Owner or occupier shall refuse or restrict the Owners Corporation's (or its officers, employees, contractors or agents) lawful entry, or access to all or any part of the Works to carry out Essential Works to the common property (at the cost of the Owners Corporation) which may be attached to, in, under or about the Works including the common property structures or services, provided that the Owners Corporation shall give prior notice to the Owner or occupier of the Essential Works (emergencies excepted).

3.12 Applicability

In the event that the owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

CEILING CAVITY ALTERATIONS:

As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNER(S) SIGNATURE:
DATE.....

ANNEXURE “B –WORKS”

EXPLANATION FOR MOTIONS

These motions propose that a common property rights by-law be made to grant to the owner of Lot [INSERT NUMBER] in Strata Plan No 36449 a special privilege to carry out certain works to benefit their Lot (along with approval under section 108 of the *Strata Schemes Management Act 2015* authorising changes to the common property) and a right of exclusive use and enjoyment of the common property affected by such works in accordance with the conditions specified in the by-law.

MOTION < >

Subject to the succeeding motion being passed, The Owners – Strata Plan No 36449 SPECIALLY RESOLVES pursuant to section 108 of the *Strata Schemes Management Act 2015* that the owner of Lot [INSERT NUMBER] be authorised to alter and to add to the common property by carrying out the works described in the by-law the subject of the following motion for the purposes of improving or enhancing the common property, with the owner of Lot [INSERT NUMBER] to be responsible for the ongoing maintenance of the common property comprised within, or affected or occupied by the works, as specified in the by-law the subject of the following motion.

MOTION < >

Subject to the preceding motion being passed, The Owners – Strata Plan No 36449 SPECIALLY RESOLVES pursuant to sections 141 and 143 of the *Strata Schemes Management Act 2015* to change the by-laws of the strata scheme by making a common property rights by-law adding to the by-laws applicable to the strata scheme in the following terms and to prepare and register an updated consolidated version of the by-laws incorporating the new by-law, once made:

SPECIAL BY-LAW NO < >

Lot < > Works

PART 1

GRANT OF RIGHT

- 1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner’s cost and to remain the Owner’s fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Major Works, subject to the terms and conditions contained in this by-law.

PART 2

APPLICATION OF SPECIAL BY-LAW

- 2.1 The provisions of Parts 2 and 3.2-3.12 (inclusive) of Special By-law No. 1 (Major and Minor Works Approval Programme) are adopted for the purposes of this by-law with the exception of the addition of the definition of “Plans” (where applicable) and the amendment of the definition of “Lot”, “Major Works” and “Owner” as follows:

PART 3

DEFINITIONS

3.1 In addition to the definitions in Part 2 of Special By-law No. 1, the following definitions are also adopted:

- (a) **"Lot"** means lot _____ in Strata Plan No 36449.
- (b) **"Major Works"** means the following works to the Lot and the common property:
 - (i) _____;
 - (ii) any ancillary works in relation to the above; and
 - (iii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,

all of which is to be conducted strictly in accordance with the Plans (where applicable) and the provisions of this by-law.
- (c) **"Owner"** means the owner or owners for the time being of the Lot.
- (d) **"Plans"** means the plans/drawings prepared by _____ and dated _____ and attached at **Annexure A** to this by-law.
DELETE IF NO PLANS

PART 4

CONDITIONS

- 4.1** The Owner must properly maintain and keep the Major Works and those parts of the Lot the subject of such Major Works in a state of good and serviceable repair and must renew or replace the Major Works as required from time to time.
- 4.2** The Owner must properly maintain and keep all areas of the common property comprised within, or affected or occupied by the Major Works in a state of good and serviceable repair and must renew or replace such common property as required from time to time.
- 4.3** The Owner must comply with any conditions set out by the Owners Corporation in relation to the Major Works. These conditions include:
 - (a) The Owner must complete the Major Works by **INSERT DATE**. If the Owner has not completed the Major Works by **INSERT DATE** the Owners Corporation will issue the Owner with a "Notice to Complete" which records that
 - (i) the Major Works must be completed within 21 days of the date of the Notice to Complete; and
 - (ii) if the Major Works have not been completed within 21 days of the date of the Notice to Complete the Owners Corporation may retain part of the Owner's bond at a rate of \$10.00 per day from the expiry of the 21 day notice period until such time as the Major Works are completed.

INSERT ANY ADDITIONAL/SPECIAL CONDITIONS

Annexure "C"

CONSENT UNDER SECTION 143

STRATA SCHEMES MANAGEMENT ACT 2015

STRATA SCHEME 36449

TO: The Registrar General
 NSW Land Registry Services
 Level 30, 175 Liverpool Street
 SYDNEY NSW 2000

I/We, _____, the owner(s) of Lot [INSERT NUMBER]
CONSENT to the making of a common property rights by-law conferring upon me/us a special
privilege in relation to the common property for the performance of certain works to benefit Lot
[INSERT NUMBER] and the exclusive use and enjoyment of the common property directly
affected by those works subject to the conditions of such by-law, including but without
limitation conferring upon me/us the responsibility to repair and maintain the common property
directly affected by those works.

Dated:

.....

Signature of owner of Lot [INSERT NUMBER]

.....

Signature of owner of Lot [INSERT NUMBER]

cc: The Owners – Strata Plan No 36449