

Strata Inspection Report



Client Name:	Dylan O'Sullivan
Lot No:	54
Strata Plan No:	51660
Property Address:	54/78 Alexander Street, Crows Nest
Date Inspected:	11/03/2026
Commissioned by:	BeSafe Inspections
Contact:	ryan@besafeinspections.com.au

Some information to help you understand your report:

We advised that the inspection and report was compiled using visual only inspection for any readily accessible books and records that were provided by the appointed Strata Manager at the time of the inspection. Please read all sections of the report as well as any information provided at the end of the document to understand the report fully. This report is prepared for your information only (or the company who ordered this report) and no liability or responsibility is due to any third party who may rely on this report in whole or in part.

Contact the Inspector

Any enquiries relating to the report or its content must be directed to the Inspector on 0409 129 766.

Contents

MANAGING AGENT DETAILS	4
STRATA ROLL DETAILS.....	4
CERTIFICATE OF TITLE.....	4
BY-LAWS	5
MEETING MINUTES	6
ACCOUNT BALANCES	6
ANNUAL BUDGET CONTRIBUTION.....	6
LEVY CONTRIBUTION.....	7
PROPOSED MAJOR EXPENDITURE	8
MAJOR EXPENDITURE	8
INSURANCE.....	9
HARMONY	10
NOTICE AND ORDERS.....	10
GENERAL COMMENTS	10

LIST OF INSPECTED DOCUMENTS

Listed are documents that are normally made available by the Strata Management during an inspection of the Strata Records.

DOCUMENT	AVAILABLE FOR INSPECTION
Strata Roll	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Strata Plan	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Certificate of Title	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Financial Accounts	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Capital Works Fund Forecast	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Insurance Valuation	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Building Insurance	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
AGM Minutes for previous 5 years	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
EGM minutes (if applicable)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Correspondence File	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Fire Safety Certificate	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Workplace Health and Safety Report	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Asbestos Report	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Combustible Cladding Report	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Termite Inspection	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
By-Laws	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

NOTES AND COMMENTS

MANAGING AGENT DETAILS

Strata Management	Strata Life
Address	Level 1, 3/45-47 Hunter St, Hornsby
Telephone Number	(02) 9456 9965
Agency Agreement	Not Sighted
Is there a strata roll	Yes

STRATA ROLL DETAILS

Name of owner recorded	Dylan Raymond O'Sullivan
Address recorded	54/78-80 Alexander Street, Crows Nest
Mortgages recorded	Nil Apparent
Leases recorded	Nil Apparent
Has the initial period expired	Yes

CERTIFICATE OF TITLE

The Certificate of Title is not normally found in the strata records. A Title Search is normally conducted and included as part of the sale contract documentation. Please liaise with your legal adviser on this issue.

A search should be made at NSW Land and Property Information regarding registers dealings. The Strata Schemes Management Act 2015 requires that a change of By-Laws must be registered within six (6) months of a resolution being passed.

Certificate of Title sighted	Sighted
Date of registration of strata plan	22/12/1995
Number of lots in strata scheme	58
Aggregate units of entitlement	10,000
Unit entitlement of subject lot	176

BY-LAWS

New Strata Legislation (effective 30 November 2016)

The Strata Schemes Management Act 2015 commenced on 30 November 2016 which enacted new regulations regarding By-Laws. All Strata Schemes should have reviewed their By-Laws before 1 December 2017. Schemes prior to 1 July 1997 were required to initially adopt the new model By-Laws. However, they can be subject to changes via a Special Resolution in a general meeting of the Owners Corporation.

Strata Schemes commencing between 1 July 1997 and 30 November 2016 are not required to adopt the new model By-Laws.

By-laws registered	Yes
Are any by-laws approved but not registered	Nil Apparent
Are there any proposed changes to by law	Nil Apparent
By-Laws regarding animals	Refer to the attached By-Laws for full details
Any evidence of animals being refused	Not Sighted
Any evidence of animals being accepted	Not Sighted

MEETING MINUTES

Are records of the minutes retained	Yes
Minutes were inspected from	AGM 2021 to AGM 2025

ACCOUNT BALANCES

Strata Scheme Current Account Balances

Admin Fund	\$94,048.37
Capital Works Fund	\$534,280.51
TOTAL	\$628,328.88
Account Balance Sheet attached?	Yes

ANNUAL BUDGET CONTRIBUTION

When was the current budget determined	AGM dated 14/05/2025
Budget for current year attached	No

Annual Budget Contribution (by year)

Year	Administration Fund	Capital Works Fund	Differences
AGM 2025	\$201,801.60	\$192,192.00	0.00%
AGM 2024	\$201,801.60	\$192,192.00	4.00%
AGM 2023	\$194,040.00	\$184,800.00	-

Is the Capital Fund separately levied	Yes
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Current Income & Expenditure attached	Yes
Has an Auditor been appointed	Yes
Evidence of Income tax return	Not Sighted

LEVY CONTRIBUTION

Current standard Levies for subject Lot

Administration Fund	\$887.93 / Qtr
Capital Works Fund	\$845.64 / Qtr
Special Levies	Nil Apparent
Amount Outstanding	\$0.00

Special Levies for Strata Scheme

Evidence of Proposed Special Levies?	Nil Apparent
Likelihood of upcoming Special Levy	Unable to determine
Any Special Levies in the past 5 years	Yes

Special Levies Raised - Last 5 years

Year	Amount	Purpose
AGM 2021	\$50,000.00	To fund storm damage remediation works

PROPOSED MAJOR EXPENDITURE

Evidence of any proposed major works sighted from meeting minutes?

Potential upcoming lift replacement project

MAJOR EXPENDITURE

Financials for the last five years sighted

Sighted

Financials attached

No

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

2025 – 2026 FY – Undetermined Maint Bldg – Electrical - \$5,020.00 – Capital Works Fund
 2025 – 2026 FY – Undetermined Maint Bldg – General Repair/Replacement - \$8,557.73 – Capital Works
 2024 – 2025 FY – Undetermined Maint Bldg – Fire Protection - \$10,230.00 – Capital Works Fund
 2024 – 2025 FY – Undetermined Maint Bldg – Painting Materials - \$31,591.00 – Capital Works Fund
 2024 – 2025 FY – Undetermined Maint Bldg – Plumbing & Drainage - \$13,778.09 – Capital Works Fund
 2024 – 2025 FY – Undetermined Maint Bldg – Roof - \$10,770.91 – Capital Works Fund
 2023 – 2024 FY – Undetermined Maint Bldg - Fire Protection - \$10,320.00 – Capital Works Fund
 2023 - 2024 FY – Undetermined Maint Bldg – Plumbing & Drainage - \$10,344.00 – Capital Works Fund
 2023 – 2024 FY – Undetermined Maint Bldg – Water Penetration - \$97,350.97 – Capital Works Fund
 2022 – 2023 FY – Undetermined Maint Bldg – Consultants - \$34,051.61 – Capital Works Fund
 2022 – 2023 FY – Undetermined Maint Bldg – Plumbing & Drainage - \$11,364.00 – Capital Works Fund
 2022 – 2023 FY – Undetermined Maint Bldg – Water Penetration - \$131,820.27 – Capital Works Fund

INSURANCE

The Strata Schemes Management Act 2015 requires the Owners Corporation to have the following:

- Building insurance for at least the amount determined in accordance with the Strata Schemes Management Regulations. An insurance valuation to estimate the total building replacement cost is not compulsory but is recommended to be carried out at least every 3 years;
- Public Liability cover to a minimum of \$20,000,000;
- Workers' Compensation insurance; and
- Voluntary Workers insurance.

Insurance Details

Insurer	SUU
Policy Number	06S1391638
Due Date	18/09/2026
Premium	Unable to determine
Building Amount Insured	\$26,915,000
Last Valuation Sighted	27/05/2025
Last Valuation amount	\$26,915,000

HARMONY

Is there any evidence of disharmony other than those listed under notices and orders?

Yes No

NOTICE AND ORDERS

Any orders made by the adjudicator Yes No

Any evidence of court order/legal action Yes No

GENERAL COMMENTS FROM MINUTES OF GENERAL MEETINGS

Due to time restrictions, Strata Committee Meetings held more than 12 months from the date of the inspection are not inspected.

Notable Motions from General Meeting Minutes (without limitation – Refer to the attached minutes for all motions)

Strata Committee Meeting – 08/02/2026

- **Motion 4 – Dampness in Unit No 9, 24, 25, 38 & 39**

Discussed that it has been hard to find other contractors that may be available to quote the rectification works.

Resolved that the following actions were agreed upon:

- Ori to contact a known bricklayer and enquire whether scope is within his capability to quote and
- More Remediation Contractors to be contacted to widen scope of available contractors

- **Motion 5 – Lift**

Resolved that the Strata Committee contact JCA Lift consultants who completed the original tender documentation in 2023 to review and update the specification and include the option for smart lift programming to each floor and restart the project timeline.

Lift replacement placed on a priority for the building for replacement, as we were informed during the recent lift outage that we are definitely on 'borrowed time' with the lift and it is becoming increasingly difficult to obtain parts.

Resolved that Sandra to be project lead.

- **Motion 6 – Sydney Water Connection**

Updated and reviewed Sydney Water Services coordinator and engineer fee proposals obtained to move forward with the process.

Resolved that the Strata Committee approve the following fee proposals:

- Rose Atkins Rimmer Infrastructure (RAR) Pty Ltd for Portable Water Amplification at \$24,732.55 and that the Strata Committee authorises the Treasurer to sign the Consultancy Agreement.
- Erbas Services Fire Engineering Design and Consultation fee of \$7500 will take us to construction including liaison with RAR, and construction assistance will be \$5500 and that the Strata Committee authorises the Treasurer.

Following actions agreed upon:

- Brian to organize zoom meetings for initial consultation with engineers and certifier
- Ori to review council application process to be reviewed and updated at next meeting

- **Motion 7 – General Repairs & Maintenance**

Resolved that the following actions be taken:

- Ori to obtain quotes to finalizing the painting of awning around external of building with an option of concrete render bulkheads, and the look to completing this month.
- Footpath outside FaceTime is still an issue and requires more remedial contractors to quote. Ori to obtain some contractors if possible.

- **Motion 8 – Unit 51 – Leak Near Window**

Discussed that the following action be taken

- Denise to check with Tai Irwin on whether gutters have been cleared from that section and whether it can be accessed from juliette balcony.

Strata Committee Meeting – 02/11/2025

- **Motion 5 – Dampness in Unit 9, Work to be done in units 38, 39, 24 & 25**

Brian Fong not satisfied that this window is identical with those previously repaired. Hire a Hubby have declined the quote for repairs to Units 38 & 39, with repercussions in Units 24 & 25 – and maybe Unit 9.

RESOLVED that Brian will look at the No 9 window again before advising steps for repairs.

RESOLVED that Ori put forward further suggestions for another builder.

- **Motion 10 – Water Ingress to Car Park**

The plumber has found that there is a large amount of shale (about 10 cm) in the pits on B/5.

RESOLVED that the Site Manager in No 88 be asked to clear the shale from the pits.

- **Water Hammer**

There is noise impacting several units and the Plumber is currently unable to identify the origin. The pattern is random where noise is being heard throughout the building.

RESOLVED that three arrestors be placed into pipes on B/1 at an approximate cost of \$2,000.00

Once arrestors are installed it was suggested that a trial of residents not using washing machines for one night in an endeavour to find out if this affects the noise if it can still be heard.

- **First Floor Marijuana Smoke**

This has been a problem for some time and additional Notices prohibiting any form of smoking in the building have been displayed, together with the By-Law. Letters have previously been sent to all First Floor residents.

RESOLVED that The Strata Life send letters again.

- **Roof**

Tai Irwin inspected the roof as part of the search for anything causing water noises. They found work not competently finished off, paperwork belonging to TomKat, flashings finishing before edge of tiles, loose screws, use of a large amount of silicone and broken tiles. The Committee was concerned that there is a risk of leaking through skylight due to unsatisfactory or unfinished installation.

RESOLVED that the Strata Life write to Tomkat requesting that any unfinished work be completed and requesting removal of debris left behind according to a large number of photos.

General Meeting – 11/02/2025

- **Motion 1 – Minutes**

RESOLVED: That the minutes of the last general meeting of the Owners Corporation held on 05/06/2024 be confirmed as a true record and account of the proceedings at that meeting with the below amendments:

Clause 9 Contributions

The dollar figure in the text is incorrect.

It should read:

- To the Administrative Fund - at the rate of \$201,801.60 incl. GST per annum payable quarterly in advance
- To the Capital Works Fund - at the rate of \$192,192.00 incl. GST per annum payable quarterly in advance

Annual General Meeting – 05/06/2024

- **Motion 5 – Water Mains Upgrade – Eagle Fire**

Resolved that the Owners Corporation, Strata Plan 51660, RESOLVES by SPECIAL RESOLUTION to continue engaging Eagle Fire to undertake design development and specification development in accordance with the Capital Work Funds Budget.

Furthermore that the Strata Committee be charged with project managing the works and appointing additional suitably qualified contractors if required to assist Eagle Fire.

Furthermore, that the Strata Committee be charged with project managing the works and appointing additional suitably qualified contractors if required to assist Eagle Fire.

Annual General Meeting – 06/06/2023**• Motion 21 – Fire Upgrade**

Resolved that the Owners Corporation discuss the fire services upgrade to the building and future requirements. Furthermore, that the Strata Committee are still awaiting a report from Eagle Fire regarding the water pressure and mains access as well as sprinkler requirements. This motion was discussed but no decision has been made on any expenditure.

• Motion 22 – Lift Replacement

Deferred That the Owners Corporation discuss the proposed lift replacement to the building and the next steps. Furthermore, JCA tender information was tabled at the meeting and this will be presented by the strata committee to the owners corporation at a later date for any acceptance or approval.

Annual General Meeting – 17/05/2022**• Motion 16 – Water Ingress Works**

Resolved the Owners - Strata Plan No. 51660 RESOLVES to empower the Strata Committee to take action based on the hydraulic consultants report which is currently underway. Furthermore, the Strata Committee will request Watermark Services put the scope of works out to tender; after which a recommendation will be made to the Strata Committee. A General Meeting will then be called for the Owners Corporation to appoint a suitably qualified trade to undertake the remedial works with funds to be drawn from existing Capital Works provision.

• Motion 17 – Disband the Gym

Resolved that the Owners Corporation Specially RESOLVE to disband the gym and dispose of all gym equipment by the end of 2022. Furthermore, that John Herbert (52) advised that the cross trainer was his personal property and that he would arrange to have it removed.

Annual General Meeting – 11/05/2021**• Motion 18 – Balcony Membrane Replacement**

Resolved the Owners - Strata Plan No. 51660 RESOLVES to carry out the final phase of planned capital works (replace balcony membranes) to units 48, 49, 50 and the Level 4 common area at a budgeted cost of \$170,000.00 excl GST. Furthermore, that the Owners Corporation empower the Strata Committee to appoint Sydney Remedial Builders with funds to be drawn from existing Capital Works provision.

Motion proposed by the Strata Committee.

• Motion 22 – Special Levy – Storm Damage

Resolved the Owners - Strata Plan No. 51660 RESOLVES by ordinary resolution pursuant to S81(4) of the Strata Schemes Management Act 2015 that as the owners corporation is faced with expenses referred to in the Schedule which it cannot at once meet from its Capital fund, it determined that:

- a contribution in the amount of money referred to in the Schedule be raised as an additional levy to meet those expenses;
- the proportion of the said contribution payable by the owners of each lot shall be in accordance with the unit entitlement of each lot;

- the contribution in respect of each lot is payable by the instalments being due and payable on or before the dates referred to in the Schedule by being paid to the owners corporation care of the strata managing agent before or at those times; and
- that pursuant to s83 of the Strata Schemes Management Act 2015, the strata managing agent serve one written notice of such contributions due in respect of each lot specifying:
 - the amount of each instalment; and
 - the date of payment of each instalment.

SCHEDULE

- Expenses for which the contribution is raised: Storm Damage
- Total contribution to be raised: \$50,000.00 plus GST
- Date by when the contribution is payable:
 - First instalment - 2021 financial year
Amount: \$50,000.00 plus GST
Due dates: 1st June, 1st September and 1st December 2021.

Documents attached with this Report.

- Strata Roll
- Owner Ledger
- Balance Sheet
- Financials
- By-Laws
- Certificate of Title
- Meeting Minutes
- Insurance – Certificate of Currency
- Annual Fire Safety Statement
- Compliance – Certificate off Plant Item Registration
- Compliance – Height Safety
- Compliance – Window Safety Device
- Capital Works Fund Forecast Report
- Quote – Portable Water Amplification
- Tax – Overdue Tax Debt

GLOSSARY

A

Agenda

A list of motions or issues to be voted upon or deliberated at a meeting.

Aggregate Unit Entitlement

The total of all the individual lot unit entitlements in the Strata Scheme. See also Total Unit Entitlement and Unit Entitlement.

Airspace

A lot owner effectively owns the airspace (and anything included in the airspace) inside the boundary walls, floor and ceiling of the lot. Lot airspace may include balconies and courtyards. Everything within the airspace must be maintained at the owner's cost.

Annual General Meeting (AGM)

A meeting of owners and other interested parties (as noted on the Strata Roll) that must be convened once a year under the NSW Strata Schemes Management Act 2015. Also see General Meeting.

B

Budget

An estimation of future receipts and payments likely to occur in the coming year for a scheme. This estimate is prepared by the Strata Committee or the Strata Managing Agent and is based principally on the historical costs of the scheme.

Building Management Committee (BMC)

A Committee formed to facilitate the operation of multiple strata plans that share building space and common facilities.

By-Laws

A set of rules the residents (owners and tenants) in the strata or community scheme must abide by.

C

Capital Works Fund (previously known as Sinking Fund)

A fund, under the control of the Owners Corporation, used to cover major renewal, repair or replacement works for the scheme including such things as window bar replacement, structural rectification, roofing replacement or repair, common property painting, stairwell carpet replacement, balcony problems, unexpected emergencies etc. Contributions are set by the Owners Corporation and are usually paid in quarterly instalments (see Levies).

Certificate of Title

A title deed issued by the NSW Land and Property Information to prove ownership of a lot. The Owners Corporation is also issued with a title deed for the common property.

Common Property

Common property is areas such as driveways, external walls, roofs, stairwells, foyers and gardens. Ownership is shared between Lot owners. Everything that is not defined as part of a Lot is common property.

Community Scheme

Is a Scheme that differs from a Strata Scheme in that the lot owners are responsible for maintaining any structures on their lot, both inside and outside the structures. They are also responsible for the upkeep of any common (association) property.

E

Exclusive Use

A special right granted to an owner to use a part of the common property (e.g. exclusive use of a car space located on common property).

Executive Committee (see Strata Committee)

Extraordinary General Meeting (EGM)

A meeting held outside the time frame of the Annual General Meeting for the consideration of any matters that need to be addressed by all owners.

H

Harmony

A term used to describe the level of owner contentment that exists within a scheme. Issues that impact on the level of harmony are parking, noise, animals and disputes between neighbours, owners and the Strata Committee.

I

Initial Period

The period in which the original owner still owns strata lots in a Strata Scheme for which the sum of the unit entitlements of those lots comprises more than 2/3 of the aggregate unit entitlement of the scheme.

L

Levies

Contributions, usually paid quarterly, by the owners to the Owners Corporation to cover regular expenditure and future major works expenses. The amount paid by each lot owner is regulated by the unit entitlement of their respective lot and allocated to both the Administrative and Capital Works (previously known as Sinking) Funds.

Lot

A strata scheme is a building or collection of buildings that has been divided into 'lots'. Lots can be individual units/apartments, townhouses or houses. When a person buys a lot, they own the individual lot and also share the ownership of common property with other lot owners.

M

Minutes

A documented record of all proceedings for all meetings held by the Owners Corporation and Executive Committee.

Motion

A proposal put forward for consideration at meetings held by the Owners Corporation and the Strata Committee.

O

Ordinary Resolution

A resolution that requires a majority vote of eligible owners or representatives present at a general meeting. An ordinary resolution motion is resolved if the majority of the votes cast are in favour of the motion otherwise the motion is defeated. Ordinary Resolutions are proposed to deal with such things as determining levy contributions and administrative matters.

Original Owner

The owner of the entire strata titled complex when the Strata Scheme was originally registered. It is usually the developer or builder.

Owners Corporation

The legal entity consisting of all the owners of the lots in a Strata Scheme and formed when a Strata Plan is registered.

P

Poll

A method of voting at meetings where each owner's vote has a value based on their lots unit entitlement.

Proxy

A person appointed, in writing, by an owner or mortgagee to attend a meeting and vote on the appointer's behalf.

Q

Quorum

A quorum for a general meeting is 25% of people entitled to vote or owners who hold 25% or more of unit entitlement. A quorum for an executive committee meeting is at least 50% of the executive committee members.

R

Resolution

A decision made at a meeting based on a motion raised and addressed at the meeting. There are 3 types of resolutions – Ordinary Resolutions, Special Resolutions and Unanimous Resolutions.

S

Sinking Fund (see Capital Works Fund)

Special Levy

A Special Levy is raised to pay for expenses not budgeted for in either the Administrative Fund or the Capital Works Fund (previously Sinking Fund). The amount and number of payments are specified at a general meeting of the Owners Corporation where the levy is approved.

Special Resolution

A Special Resolution requires a minimum 75% of the owners in favour of a motion, based on unit entitlement, when presented at a general meeting of the owners corporation. Special Resolutions are proposed to deal with such things as issues concerning common property or the amending of By-Laws.

Strata Committee (previously known as the Executive Committee)

Elected representatives of the owners. The election takes place at each Annual General Meeting. The three main positions are Chairman, Secretary and Treasurer.

Strata Roll

The register of the owners of all lots in the Strata Scheme including any utility lots. It also includes the names of other interested parties such as any mortgagees, covenant charges or lessees.

Strata Scheme

A Strata Scheme is a building or collection of buildings that has been divided into 'lots'. Lots can be individual units/apartments, townhouses or houses. When a person buys a lot, they own the individual lot and also share the ownership of common property with other lot owners. Common property generally includes things like gardens, external walls, roofs, driveways and stairwells.

T

Total Unit Entitlement

The total of all the individual lot unit entitlements in the Strata Scheme.

Tribunal

The NSW Civil and Administrative Tribunal (NCAT) hears and determines disputes between tenants, landlords, traders and consumers in a timely and effective manner.

U

Unanimous Resolution

A Unanimous Resolution requires 100% of the owners in favour of a motion when presented at a general meeting of the owners corporation. Unanimous resolutions are proposed to deal with such things as alterations to the Strata Plan or dealing with some Insurance matters.

Unit Entitlement

Each lot in a strata plan is allocated a unit entitlement based upon its value relative to the other lots in the scheme. This entitlement regulates the proportion of the levies payable by the lot owners and the voting rights of the lot.

W

WHS – Work Health & Safety

An acronym for Work Health & Safety which is a set of rules and regulations concerned with protecting the safety, health and welfare of people engaged in work or employment. The goal of occupational safety and health programs is to foster a safe and healthy work environment.

TERMS & CONDITIONS

The contents of this report are based upon an inspection of those body corporate records available for a period of up to five (5) years prior to the date of this report, unless otherwise stated. Where relevant, information received in the course of conversation with officers of the body corporate and/or the managing agent is included.

This Strata Report is based solely on an inspection of the records of the Owners Corporation provided for our inspection and we do not carry out any physical inspection of the unit or of the building.

Whilst all reasonable care has been taken in the production of this report, no guarantee of accuracy is offered or implied in respect of the information supplied to us at the time of inspection. You should be aware that in some cases Strata Managers hold a "Pending" or "Work in Progress" (WIP) file which is not made available for strata inspection. Important information which may be contained in such files will not appear in this Strata Report where the files have not been provided to us at the time of inspection.

No responsibility is accepted for any loss or damage whatsoever arising from Inaccuracies contained in the information supplied to us at the time of inspection.

Where the Owners Corporation's records provided for our inspection contain a notice or order from Council requiring fire safety or occupational health and safety upgrade works to be undertaken this information is included in this Strata Report. However, the absence of a notice or order from the Owners Corporation's records should not be taken as indicating that the building complies with the Building Code of Australia in regard to these matters.

We recommend strongly that you speak to your solicitor or conveyancer about checking on these matters with Council and, where appropriate, consultants qualified in these areas. It is not unusual for Councils to issue fire upgrade orders or notices on Owners Corporations and compliance can be very expensive. The existence or absence of easements, rights of way and the like are outside the scope of this Strata Report. This information should be obtained from the title of the unit and of the common property through your solicitor or conveyancer.

This report is made for the benefit of the parties listed herein (other than the vendor) and no other person shall be or shall be deemed to be entitled to rely on this report for any purpose whatsoever. Any third party acting or relying on this Report whether in whole or in part does so at their own risk.

TERMS & CONDITIONS (Continued)

1. This Strata Inspection Report has been authorised by the Vendor, or their legal representative.
2. The information contained in this report is based on the materials provided for the inspection by the Strata Manager/Strata Committee, including electronic filing where available. We are unable to determine whether any relevant material was withheld from this search by the Strata Manager/Strata Committee including any files that may have been archived.
3. Besafe group or their contractor will take no responsibility for records that have been withheld unknowingly from the inspector by the Strata Manager/Strata Committee.
4. The observations made of the state of the strata premises are based upon our documentation search and not from any physical inspection of the building, unless otherwise specified in this report.
5. This report relates to the inspection of the Owners Corporations records to a maximum of 5 years for General meetings if available at the time of the inspection, and a maximum of 12 months for all other correspondence held by the Owners Corporation, where possible.
6. It is recommended that a Pre-Purchase Building Inspection and Pre-Purchase Pest Inspection be carried out prior to purchase.
7. If you would like more information regarding strata title management in NSW, we recommend the following resources:

http://www.fairtrading.nsw.gov.au/ftw/Tenants_and_home_owners/Strata_schemes.page?

**SPECIAL PURPOSE FINANCIAL REPORT
FOR STRATA PLAN 51660
FINANCIAL YEAR-TO-DATE
01 March 2026 to 11 March 2026**

Contents

The enclosed Special Purpose Financial Report contains the following:

1.	<u>Strata Roll Selected Lots</u>	Page 1
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Jana Antelmann
Strata Manager
Strata Life

Prepared by:

STRATA LIFE PTY LIMITED has compiled the accompanying Special Purpose Financial Report.

Specific Purpose:

The specific purpose for which the Special Purpose Financial Report has been prepared is to provide information relating to the financial position of the entity for the above-mentioned period.

Disclaimer:

The Special Purpose Financial Report has been prepared exclusively for the above entity. STRATA LIFE PTY LIMITED and its officers do not accept responsibility to any other person for the contents of the Special Purpose Financial Report.

The Owner's Corporation SP 51660

78-80 Alexander Street, CROWS NEST NSW 2065

COMMON PROPERTY / GENERAL INFORMATION

Original owner

Developer

Builder

Managing agent

Strata Life Pty Ltd

Level 1 3/45-47 Hunter Street

HORNSBY NSW 2077

Assigned manager

Jana Antelmann

Unit entitlements

Lot no.	Associated lots	Unit no.	U/E
1		1	149.00
2		2	168.00
3		3	168.00
4		4	150.00
5		5	129.00
6		6	153.00
7		7	168.00
8		8	160.00
9		9	207.00
10		10	135.00
11		11	117.00
12		12	150.00
13		13	153.00
14		14	150.00
15		15	207.00
16		16	150.00
17		17	156.00
18		18	129.00
19		19	129.00
20		20	112.00
21		21	116.00
22		22	160.00
23		23	220.00
24		24	250.00
25		25	243.00
26		26	121.00
27		27	156.00
28		28	156.00
29		29	156.00
30		30	203.00
31		31	150.00

32	32	163.00
33	33	137.00
34	34	137.00
35	35	110.00
36	36	113.00
37	37	113.00
38	38	258.00
39	39	246.00
40	40	160.00
41	41	160.00
42	42	156.00
43	43	207.00
44	44	162.00
45	45	259.00
46	46	168.00
47	47	188.00
48	48	168.00
49	49	235.00
50	50	172.00
51	51	184.00
52	52	270.00
53	53	192.00
54	54	176.00
55	55	176.00
56	56	194.00
57	57	285.00
58	58	240.00
	Total unit entitlement	10,000.00

Insurance**Policy No:** 06S1391638 Strata Unit Underwriters**Broker:** CRM Brokers

Type: Residential Strata

Premium: \$52,846.60 Paid on: 18/09/2025 **Next due:** 18/09/2026

<i>Cover</i>	<i>Sum Insured</i>	<i>Excess</i>
Building	\$26,915,000	\$2,000.00
Catastophe Or Emergency	\$4,037,250	\$2,000.00
Fidelilty Guarantee	\$100,000	\$0.00
Floating Floorboards	Included	\$2,000.00
Flood	Included	\$2,000.00
Glass	Included	\$2,000.00
Government Audit Costs	\$25,000	\$0.00
Legal Expenses	\$50,000	\$0.00
Loss of Rent	\$4,037,250	\$2,000.00
Lot Owner Fixtures & Improvemer	\$250,000	\$0.00
Machine Breakdown	\$100,000	\$1,000.00
Office Bearer's Legal Liabilit	\$5,000,000	\$0.00
Public Liability	\$30,000,000	\$0.00
Theft	Included	\$2,000.00
Voluntary Workers	\$200,000/2,000	\$0.00
Work Place Health & Safety Breac	\$100,000	\$0.00

Strata Committee

Treasurer Sandra Rassinger
52/78-80 Alexander Street, CROWS NEST NSW 2065

Chairman, Secretary Orada Abhay
39/78-80 Alexander Street, CROWS NEST NSW 2065

Committee Member Joanne McFarlane
58 Shelly Beach Road,, EMPIRE BAY NSW 2257

Committee Member Laurel Mimmo
12/78-80 Alexander Street, CROWS NEST NSW 2065

Committee Member Denise Nicholls
45/78-80 Alexander Street, CROWS NEST NSW 2065

Committee Member Brian Fong
24/78-80 Alexander Street, CROWS NEST NSW 2065

INDIVIDUAL LOT**Lot no.** 54**Unit no.** 54**Unit entitlements**

Levy Entitlement 176.00 / 10,000.00

Owners**Name****Address for service of notices**

Dylan Raymond O'Sullivan

54/78-80 Alexander Street, CROWS NEST 2065 NSW

Email Address**Date of entry** 26/02/2025**Date of purchase** 26/02/2025**Mortgages****Leases****Current Agent**

Holmes St. Clair 1

Level 1, 38 Willoughby Road, CROWS NEST NSW 2065

Lessee**Term****Address****Date of Termination****Date of Entry**

**SPECIAL PURPOSE FINANCIAL REPORT
FOR STRATA PLAN 51660
FINANCIAL YEAR-TO-DATE
01 March 2026 to 11 March 2026**

Contents

The enclosed Special Purpose Financial Report contains the following:

1.	<u>Current Owner Account</u>	Page 1
----	------------------------------	--------

Jana Antelmann
Strata Manager
Strata Life

Prepared by:

STRATA LIFE PTY LIMITED has compiled the accompanying Special Purpose Financial Report.

Specific Purpose:

The specific purpose for which the Special Purpose Financial Report has been prepared is to provide information relating to the financial position of the entity for the above-mentioned period.

Disclaimer:

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Current Owner Account



Dylan Raymond O'Sullivan

Lot 54

Unit 54

The Owner's Corporation SP 51660
78-80 Alexander Street CROWS NEST NSW 2065
ABN: 13 682 691 606

Purchased: 26/02/2025 UE / AE: 176.00 / 10,000.00

Date	Details	Administrative Fund due/paid	Capital Works Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
01.03.2025	Quarterly Admin/Capital Works Levy 01/03/2025 - 31/05/2025	912.86	856.48	0.00	0.00	1,769.34	1,769.34
10.03.2025	Levy payment for 54/51660	-912.86	-856.48	0.00	0.00	-1,769.34	0.00
01.06.2025	Quarterly Admin/Capital Works Levy 01/06/2025 - 31/08/2025	887.93	845.64	0.00	0.00	1,733.57	1,733.57
02.06.2025	Levy payment for 54/51660	-887.93	-845.64	0.00	0.00	-1,733.57	0.00
01.09.2025	Quarterly Admin/Capital Works Levy 01/09/2025 - 30/11/2025	887.93	845.64	0.00	0.00	1,733.57	1,733.57
01.09.2025	Levy payment for 54/51660	-887.93	-845.64	0.00	0.00	-1,733.57	0.00
01.12.2025	Quarterly Admin/Capital Works Levy 01/12/2025 - 28/02/2026	887.93	845.64	0.00	0.00	1,733.57	1,733.57
01.12.2025	Levy payment for 54/51660	-887.93	-845.64	0.00	0.00	-1,733.57	0.00
27.02.2026	Levy payment for 54/51660	-887.93	-845.64	0.00	0.00	-1,733.57	-1,733.57
01.03.2026	Quarterly Admin/Capital Works Levy 01/03/2026 - 31/05/2026	887.93	845.64	0.00	0.00	1,733.57	0.00
01.06.2026	Quarterly Admin/Capital Works Levy 01/06/2026 - 31/08/2026	887.93	845.64	0.00	0.00	1,733.57	

11/03/2026	Current balances excluding interest	
	Administrative Fund	0.00
	Capital Works Fund	0.00
	Unallocated Money Fund	0.00
		0.00
	Interest due as at 11/03/2026	0.00
	Current balance including interest	\$0.00

**SPECIAL PURPOSE FINANCIAL REPORT
FOR STRATA PLAN 51660
FINANCIAL YEAR-TO-DATE
01 March 2026 to 11 March 2026**

Contents

The enclosed Special Purpose Financial Report contains the following:

1.	<u>Balance Sheet</u>	Page 1
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Jana Antelmann
Strata Manager
Strata Life

Prepared by:

STRATA LIFE PTY LIMITED has compiled the accompanying Special Purpose Financial Report.

Specific Purpose:

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Balance Sheet as at 11 March 2026

OWNERS' FUNDS	Current Period (\$)	Previous Year (\$)
Administrative Fund		
Operating Surplus/Deficit - Admin	41,467.90	1,312.55
Owners Equity - Admin	52,580.47	51,267.92
	<u>94,048.37</u>	<u>52,580.47</u>
Capital Works Fund		
Operating Surplus/Deficit - Capital Works	46,381.34	145,383.97
Owners Equity - Capital Works	487,899.17	342,515.20
	<u>534,280.51</u>	<u>487,899.17</u>
NET OWNER FUNDS	<u>628,328.88</u>	<u>540,479.64</u>
Represented by Assets:	Current Period (\$)	Previous Year (\$)
Administrative Fund		
Cash at Bank - Admin	87,633.42	84,034.48
Receivable - Levies - Admin	10,836.57	2,719.28
Receivable - Owners - Admin	108.00	(25.00)
	<u>98,577.99</u>	<u>86,728.76</u>
Capital Works Fund		
Cash at Bank - Capital Works	326,931.23	318,779.90
Investment - Capital Works 1	142,701.34	140,000.00
Investment - Capital Works 2	60,000.00	60,000.00
Receivable - Levies - Capital Works	10,320.53	2,589.78
	<u>539,953.10</u>	<u>521,369.68</u>
Total Assets	<u>638,531.09</u>	<u>608,098.44</u>
Less liabilities	Current Period (\$)	Previous Year (\$)
Administrative Fund		
Creditor - GST - Admin	4,528.65	373.06
Prepaid Levies - Admin	0.97	33,775.23
	<u>4,529.62</u>	<u>34,148.29</u>
Capital Works Fund		
Creditor - GST - Capital Works	5,671.67	1,303.65
Prepaid Levies - Capital Works	0.92	32,166.86
	<u>5,672.59</u>	<u>33,470.51</u>
Total Liabilities	<u>10,202.21</u>	<u>67,618.80</u>
NET ASSETS	<u>628,328.88</u>	<u>540,479.64</u>

**SPECIAL PURPOSE FINANCIAL REPORT
FOR STRATA PLAN 51660
FINANCIAL YEAR-TO-DATE
01 March 2026 to 11 March 2026**

Contents

The enclosed Special Purpose Financial Report contains the following:

1.	<u>Income & Expense Report</u>	Page 1
----	------------------------------------	--------

Jana Antelmann
Strata Manager
Strata Life

Prepared by:

STRATA LIFE PTY LIMITED has compiled the accompanying Special Purpose Financial Report.

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Statement of Income and Expenditure for the Financial Year-to-Date 01 March 2026 to 11 March 2026

ADMINISTRATIVE FUND		Current Period (\$) 01/3/2026 - 11/3/2026	Annual Budget (\$) 01/3/2026 - 28/2/2027	Previous Year (\$) 01/3/2025 - 28/2/2026
CoA	Revenue			
142500	Interest on Arrears - Admin	0.00	0.00	174.43
142800	Key & Swipe Card	241.82	0.00	1,380.91
143000	Levies Due - Admin	45,864.05	201,000.00	184,743.77
146500	Status Certificate Fees	0.00	0.00	109.00
	Total Revenue	46,105.87	201,000.00	186,408.11
CoA	Less Expenditure			
150200	Admin - Accounting	0.00	0.00	109.10
153800	Admin - Agent Disbursements	0.00	2,500.00	2,391.23
153802	Admin - Agent Disburst - Work Orders/Quote Requests	0.00	1,500.00	1,363.65
150800	Admin - Auditors - Audit Services	0.00	1,400.00	1,427.27
151401	Admin - Bank Charges - Account Fees	0.00	50.00	6.80
151407	Admin - Bank Charges - With GST	0.00	50.00	18.41
153200	Admin - Legal & Debt Collection Fees	0.00	300.00	287.26
154001	Admin - Management Fees - Schedule B	0.00	5,000.00	4,399.18
154000	Admin - Management Fees - Standard	0.00	14,000.00	13,590.84
154400	Admin - Other Expenses - Admin	0.00	1,000.00	0.00
154900	Admin - Preparation of reports for taxation	0.00	700.00	1,494.52
155400	Admin - Registration/License/Permit Fees	0.00	400.00	380.82
156000	Admin - Status Certificate Fees Paid	0.00	50.00	109.00
156400	Admin - Strata Inspection Fees Paid	0.00	50.00	0.00
156610	Admin - Trade Compliance	0.00	50.00	0.00
159100	Insurance - Premiums	0.00	55,000.00	50,572.06
159200	Insurance - Valuation	0.00	0.00	600.00
160000	Maint Bldg - Airconditioning	0.00	2,000.00	1,855.00
161350	Maint Bldg - Building Management	0.00	10,000.00	9,706.12
163000	Maint Bldg - Cleaning	0.00	27,000.00	24,890.00
163003	Maint Bldg - Cleaning - Bins/Garbage Areas	0.00	1,500.00	1,066.00
164600	Maint Bldg - Doors & Windows	0.00	800.00	1,475.74
164800	Maint Bldg - Electrical	0.00	3,500.00	3,530.00
165800	Maint Bldg - Fire Protection	0.00	7,000.00	5,908.56
165806	Maint Bldg - Fire Protection - Monitoring	459.78	1,000.00	1,671.96
166600	Maint Bldg - Garage Doors	0.00	500.00	660.00

Statement of Income and Expenditure for the Financial Year-to-Date 01 March 2026 to 11 March 2026

ADMINISTRATIVE FUND	Current Period (\$) 01/3/2026 - 11/3/2026	Annual Budget (\$) 01/3/2026 - 28/2/2027	Previous Year (\$) 01/3/2025 - 28/2/2026
167200 Maint Bldg - General Repairs	0.00	1,000.00	700.00
167800 Maint Bldg - Gutters & Downpipes	0.00	1,000.00	800.00
169600 Maint Bldg - Intercom	0.00	0.00	711.63
170600 Maint Bldg - Keys & Card Keys	0.00	2,000.00	(8,158.64)
170200 Maint Bldg - Lift	2,450.79	10,000.00	9,802.74
170203 Maint Bldg - Lift - Registration Fees	88.00	100.00	0.00
172000 Maint Bldg - Pest/Vermin Control	0.00	1,000.00	1,265.00
172200 Maint Bldg - Plumbing & Drainage	0.00	15,000.00	17,756.65
173500 Maint Bldg - Sanitary Services	0.00	300.00	260.00
190200 Utility - Electricity	1,639.40	20,000.00	18,719.13
190400 Utility - Gas	0.00	0.00	192.70
191000 Utility - Waste Management	0.00	250.00	0.00
191200 Utility - Water & Sewerage	0.00	15,000.00	15,532.83
Total Expenditure	4,637.97	201,000.00	185,095.56
Surplus/(Deficit)	41,467.90	0.00	1,312.55
Opening Balance	52,580.47	52,580.47	51,267.92
Closing Balance	94,048.37	52,580.47	52,580.47

Statement of Income and Expenditure for the Financial Year-to-Date 01 March 2026 to 11 March 2026

CAPITAL WORKS FUND		Current Period (\$) 01/3/2026 - 11/3/2026	Annual Budget (\$) 01/3/2026 - 28/2/2027	Previous Year (\$) 01/3/2025 - 28/2/2026
CoA	Revenue			
242500	Interest on Arrears - Capital Works	0.00	0.00	165.35
242600	Interest on Investments - Capital Works	2,701.34	0.00	2,812.10
243000	Levies Due - Capital Works	43,680.00	170,000.00	175,279.67
	Total Revenue	46,381.34	170,000.00	178,257.12
CoA	Less Expenditure			
252800	Admin - Income Tax - Capital Works	0.00	5,000.00	5,126.20
291300	Admin - Legal Fees	0.00	0.00	963.22
264200	Maint Bldg - Consultants	0.00	0.00	4,300.00
264600	Maint Bldg - Doors & Windows	0.00	0.00	(1,130.00)
264800	Maint Bldg - Electrical	0.00	0.00	5,020.00
265800	Maint Bldg - Fire Protection	0.00	70,000.00	1,585.00
267400	Maint Bldg - General Repair/Replacement	0.00	20,000.00	8,557.73
270202	Maint Bldg - Lift - Refurbishment/Upgrading	0.00	60,000.00	0.00
272200	Maint Bldg - Plumbing & Drainage	0.00	0.00	3,651.00
272800	Maint Bldg - Roof	0.00	0.00	4,800.00
273200	Maint Bldg - Waterproofing	0.00	15,000.00	0.00
	Total Expenditure	0.00	170,000.00	32,873.15
	Surplus/(Deficit)	46,381.34	0.00	145,383.97
	Opening Balance	487,899.17	487,899.17	342,515.20
	Closing Balance	534,280.51	487,899.17	487,899.17

Income & Expense Report for the financial year to 28/02/2025

The Owner's Corporation SP 51660

78-80 Alexander Street, CROWS NEST NSW 2065

Administrative Fund

	Note	Current period 01/03/2024-28/02/2025	Annual budget 01/03/2024-28/02/2025
Revenue			
Interest on Arrears--Admin		378.79	0.00
Levies Due--Admin		181,107.38	183,456.00
Status Certificate Fees		417.00	0.00
Strata Roll Inspection Fees		62.00	0.00
<i>Total revenue</i>		181,965.17	183,456.00
Less expenses			
Admin--Agent Disbursements		3,666.41	4,770.00
Admin--Agent Disburst-- Work Orders/Quote Requests		695.00	1,000.00
Admin--Agent Disburst--Photocopy/Stationery		241.04	400.00
Admin--Agent Disburst--Postage		115.87	250.00
Admin--Agent Disburst--Telephone/Emails		1,609.50	1,500.00
Admin--Auditors--Audit Services		700.00	700.00
Admin--Bank Charges--Account Fees		0.20	0.00
Admin--Bank Charges--With GST		2.05	0.00
Admin--Legal & Debt Collection Fees	5	(98.88)	0.00
Admin--Legal Fees--Admin		2,404.64	0.00
Admin--Management Fees - Schedule B		1,382.19	5,000.00
Admin--Management Fees--Standard		22,489.34	21,571.00
Admin--Preparation of reports for taxation		500.00	500.00
Admin--Registration/License/Permit Fees		274.00	0.00
Admin--Status Certificate Fees Paid		417.00	350.00
Admin--Strata Inspection Fees Paid		62.00	0.00
Admin--Trade Compliance		84.00	100.00
Insurance--Premiums		37,286.50	38,000.00
Maint Bldg--Airconditioning		595.00	300.00
Maint Bldg--Building Management		9,600.00	11,000.00
Maint Bldg--Cleaning		24,008.00	23,500.00
Maint Bldg--Cleaning--Bins/Garbage Areas		1,981.50	2,500.00
Maint Bldg--Doors & Windows		940.00	1,000.00
Maint Bldg--Electrical		3,385.00	1,300.00
Maint Bldg--Fire Protection		9,670.90	10,000.00
Maint Bldg--Fire Protection--Monitoring		1,671.96	2,000.00
Maint Bldg--Garage Doors		1,758.00	500.00
Maint Bldg--General Repairs		9,596.60	3,000.00
Maint Bldg--Gutters & Downpipes		767.00	3,000.00
Maint Bldg--Keys & Card Keys		1,970.00	1,500.00

Administrative Fund

	Current period	Annual budget
	<small>01/03/2024-28/02/2025</small>	<small>01/03/2024-28/02/2025</small>
Maint Bldg--Lift	10,735.92	9,000.00
Maint Bldg--Lift--Registration Fees	83.00	100.00
Maint Bldg--Pest/Vermin Control	955.91	0.00
Maint Bldg--Plumbing & Drainage	17,761.00	13,000.00
Maint Bldg--Sanitary Services	394.50	300.00
Utility--Electricity	17,952.31	18,000.00
Utility--Water & Sewerage	13,910.70	12,000.00
<i>Total expenses</i>	199,568.16	186,141.00
Surplus/Deficit	(17,602.99)	(2,685.00)
Opening balance	68,870.91	68,870.91
Closing balance	\$51,267.92	\$66,185.91

Capital Works Fund**Current period** **Annual budget**

01/03/2024-28/02/2025 01/03/2024-28/02/2025

Revenue

Income Tax Refund--Capital Works	223.92	0.00
Interest on Arrears--Capital Works	362.26	0.00
Interest on Investments--Capital Works	6,884.73	0.00
Levies Due--Capital Works	173,182.87	174,720.00
<i>Total revenue</i>	<u>180,653.78</u>	<u>174,720.00</u>

Less expenses

Admin--Other Expenses--Capital Works	80.00	250.00
Maint Bldg--Consultants	0.00	10,000.00
Maint Bldg--Doors & Windows	3,132.50	0.00
Maint Bldg--Fire Protection	10,230.00	250,000.00
Maint Bldg--General Repair/Replacement	1,328.00	15,000.00
Maint Bldg--Lift--Refurbishment/Upgrading	0.00	80,000.00
Maint Bldg--Painting Materials	31,591.00	0.00
Maint Bldg--Plumbing & Drainage	13,778.09	10,000.00
Maint Bldg--Roof	10,770.91	10,000.00
Prior Period GST Expense Adjustment-Capital Works	4,451.53	0.00
<i>Total expenses</i>	<u>75,362.03</u>	<u>375,250.00</u>

Surplus/Deficit

105,291.75 (200,530.00)

Opening balance

237,223.45 237,223.45

Closing balance**\$342,515.20** **\$36,693.45**

Income & Expenditure Statement for the financial year to 29/02/2024

The Owners - Strata Plan 51660

78-80 Alexander Street, Crows Nest NSW 2065

Administrative Fund

	Current period 01/03/2023-29/02/2024	Annual budget 01/03/2023-29/02/2024	Previous year 01/03/2022-28/02/2023
Revenue			
Interest on Arrears--Admin	156.43	0.00	96.49
Levies Due--Admin	173,605.21	176,400.00	168,002.60
Status Certificate Fees	654.00	0.00	218.00
Strata Roll Inspection Fees	186.00	0.00	124.00
Total revenue	174,601.64	176,400.00	168,441.09
Less expenses			
Admin--Agent Disbursement--Compliance	461.37	900.00	518.19
Admin--Agent Disbursements	1,642.13	2,500.00	2,226.64
Admin--Agent Disburst--Archive Storage	0.00	360.00	290.00
Admin--Agent Disburst--Email/Call	1,562.52	2,000.00	2,066.38
Admin--Agent Disburst--Fixed	2,372.76	2,370.00	395.46
Admin--Agent Disburst--Issue Final Notice Letter	49.47	0.00	0.00
Admin--Agent Disburst--Other	323.85	900.00	612.70
Admin--Agent Disburst--Photocopying & Printing	413.84	300.00	389.17
Admin--Agent Disburst--Postage	240.29	300.00	188.34
Admin--Agent Disburst--Work Orders	937.50	1,100.00	1,067.04
Admin--Auditors--Audit Services	700.00	700.00	600.00
Admin--Auditors--Taxation Services	375.00	500.00	500.00
Admin--Bank & Computer Fees	0.00	480.00	395.50
Admin--Consultants	0.00	4,200.00	0.00
Admin--Key Deposit Refunds	110.45	0.00	0.00
Admin--Legal & Debt Collection Fees	0.00	500.00	0.00
Admin--Management Fee--Admin Services	227.28	0.00	0.00
Admin--Management Fee--Sr. Strata Manager	88.64	0.00	0.00
Admin--Management Fee--Strata Manager Services	3,268.18	5,000.00	6,417.28
Admin--Management Fees--Standard	21,570.99	21,571.00	20,942.99
Admin--Other Expenses--Admin	0.00	1,000.00	0.00
Admin--Registration/License/Permit Fees	84.26	165.00	85.64
Admin--Status Certificate Fees Paid	654.00	350.00	218.00
Admin--Statutory Reports	348.00	0.00	0.00
Admin--Strata Inspection Fees Paid	186.00	100.00	124.00
Admin--Supplier Compliance	0.00	85.00	83.00
Insurance--Premiums	34,175.82	40,000.00	32,736.22
Insurance--Valuation	0.00	0.00	400.00
Maint Bldg--Airconditioning	300.00	700.00	1,395.00



Administrative Fund

	Current period 01/03/2023-29/02/2024	Annual budget 01/03/2023-29/02/2024	Previous year 01/03/2022-28/02/2023
Maint Bldg--Cleaning	1,480.00	0.00	0.00
Maint Bldg--Cleaning--Bins	1,265.00	1,500.00	1,219.00
Maint Bldg--Cleaning--Contracts	23,292.00	23,500.00	22,372.00
Maint Bldg--Consultant--Engineer (Hydraulic)	0.00	0.00	800.00
Maint Bldg--Consultants	0.00	0.00	500.00
Maint Bldg--Doors, Windows & Locks	896.00	1,000.00	735.00
Maint Bldg--Electrical	330.00	1,500.00	1,442.00
Maint Bldg--Exhaust/Ventilation Systems	867.73	800.00	865.00
Maint Bldg--Facility Management	10,750.74	8,800.00	6,668.78
Maint Bldg--Fire Protection	4,673.00	7,000.00	7,874.00
Maint Bldg--Fire Protection--Contract	4,397.60	4,140.00	4,142.92
Maint Bldg--Fire Protection--Monitoring	1,600.00	3,500.00	1,200.00
Maint Bldg--Fire Protection--Other Equipment	0.00	0.00	825.00
Maint Bldg--Floors	800.00	0.00	420.00
Maint Bldg--Garage Door--Remote controls	0.00	1,600.00	1,615.00
Maint Bldg--Garage Doors	524.00	440.00	375.00
Maint Bldg--General Repairs	880.45	0.00	0.00
Maint Bldg--Gutters & Downpipes	3,194.00	2,000.00	4,546.00
Maint Bldg--Gym Equipment	0.00	0.00	(454.60)
Maint Bldg--Hot Water Service	0.00	2,000.00	1,662.00
Maint Bldg--Lift	0.00	0.00	613.00
Maint Bldg--Lift--Maintenance Contract	9,032.73	8,600.00	8,477.91
Maint Bldg--Lift--Registration Fees	77.00	100.00	74.00
Maint Bldg--Lift--Telephone	1,395.51	0.00	(453.57)
Maint Bldg--Locks, Keys & Card Keys	840.00	1,500.00	1,190.00
Maint Bldg--Painting & Surface Finishes	800.00	0.00	0.00
Maint Bldg--Pest/Vermin Control	1,411.46	1,500.00	1,566.01
Maint Bldg--Plumbing & Drainage	7,219.00	10,000.00	7,279.00
Maint Bldg--Pumps	0.00	2,000.00	0.00
Maint Bldg--Sanitary Bins	260.44	300.00	242.88
Utility--Electricity	17,755.58	16,000.00	13,773.63
Utility--Rubbish Removal	0.00	0.00	300.00
Utility--Water & Sewerage	12,409.10	11,000.00	10,860.09
Total expenses	176,243.69	194,861.00	172,381.60
Surplus/Deficit	(1,642.05)	(18,461.00)	(3,940.51)
Opening balance	70,512.96	70,512.96	74,453.47
Closing balance	\$68,870.91	\$52,051.96	\$70,512.96



Capital Works Fund

	Current period 01/03/2023-29/02/2024	Annual budget 01/03/2023-29/02/2024	Previous year 01/03/2022-28/02/2023
Revenue			
Interest on Arrears--Capital Works	211.20	0.00	90.15
Interest on Investments--Capital Works	5,619.98	0.00	2,263.95
Levies Due--Capital Works	161,305.00	168,000.00	159,603.78
Total revenue	167,136.18	168,000.00	161,957.88
Less expenses			
Admin--Income Tax Preparation	120.00	700.00	120.00
Admin--Income Tax--Capital Works	109.50	0.00	0.00
Hot Water System Replacement	0.00	5,500.00	0.00
Maint Bldg--Consultants	7,530.00	35,000.00	34,051.61
Maint Bldg--Doors & Windows	1,839.09	0.00	0.00
Maint Bldg--Fire Protection	10,320.00	0.00	6,138.18
Maint Bldg--General Replacement	7,120.00	15,000.00	1,362.73
Maint Bldg--Intercom	9,357.01	0.00	0.00
Maint Bldg--Plumbing & Drainage	10,344.00	0.00	11,364.00
Maint Bldg--Roof	0.00	5,000.00	513.64
Maint Bldg--Security Equipment	268.62	0.00	0.00
Maint Bldg--Water Penetration	97,350.97	180,000.00	131,820.27
Total expenses	144,359.19	241,200.00	185,370.43
Surplus/Deficit	22,776.99	(73,200.00)	(23,412.55)
Opening balance	214,446.46	214,446.46	237,859.01
Closing balance	\$237,223.45	\$141,246.46	\$214,446.46



Lodger Details

Lodger Code 505858Q
Name KERIN BENSON LAWYERS PTY LTD
Address SE 9.02, 46 MARKET ST
SYDNEY 2000
Lodger Box 1W
Email ALLISON@KERINBENSONLAWYERS.COM.AU
Reference 008598

Land Registry Document Identification

AV157952

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP51660	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP51660
Other legal entity

Meeting Date

14/05/2025

Amended by-law No.

Details Special By-law 14

Repealed by-law No.

Details NOT APPLICABLE

Added by-law No.

Details Special By-law 14 and 15

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP51660

Signer Name ASHLEY HOWARD

Signer Organisation KERIN BENSON LAWYERS PTY LTD

Signer Role PRACTITIONER CERTIFIER

Execution Date 18/06/2025

Annexure A

BY-LAWS

SP51660

1 Noise

An owner or occupier of a lot must not create any noise on a lot or the common property 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

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (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, damage or deface, any structure that forms part of the common property except with the written approval 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 to improve safety within the owner's lot, 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, or
 - (d) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
 - (e) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device, structure or sign 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 (Act), the owner of a lot must:
- (a) 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, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device, structure or sign 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 when accompanied by a child on common property must ensure that the child behaves in such a manner as not to interfere with the peaceful enjoyment of the owners of another lot or the use of the common property.

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 or discarded item except with the prior written approval of the owners corporation.

10 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- (4) In this clause:
 “**washing**” includes any clothing, towel, bedding or other article of a similar type.

11 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of Inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval 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 Changes to floor coverings

- (1) An owner must ensure that the Floor Coverings to the lot are covered or otherwise treated to an extent sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of the owners or occupiers of another lot.
- (2) Floor Coverings does not include the flooring in the bathrooms, lavatory, kitchen, laundry and balcony of the lot, provided that such a room is in its original location in the lot.
- (3) Any owner who has previously installed Floor Coverings in their lot in accordance with the conditions provided in this by-law must, at the owner’s cost:
 - (a) properly maintain and keep the common property to which the Floor Coverings are installed or attached in a state of good and serviceable repair; and

(b) properly maintain and keep the Floor Coverings in a state of good and serviceable repair and must replace the Floor Coverings (or any part of them) as required from time to time.

Liability and Indemnity

- (4) The owner indemnifies the owners corporation against all loss and damage suffered by the owner as a result of installing the Floor Coverings including the repair and maintenance of the Floor Coverings.
- (5) The owner indemnifies the owners corporation for any liability in respect of any proceedings, actions or claims made against the owners corporation as a result of the Installation of the Floor Coverings.
- (6) Any loss and damage suffered by the owners corporation as a result of the installation of the Floor Coverings must be repaired immediately at the owner's expense and may be recovered from the owner as a debt due to the owners corporation on demand.

Breach of By-law

- (7) The owners corporation reserves the right to take action against an owner to replace the floor coverings or reinstate the original floor coverings if:
 - (a) the owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the owners corporation to rectify the breach;
 - (b) another lot owner or occupier is successful in any claim about noise transmission from the lot as a result of the installation of the Floor Coverings.

14 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.

15 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(2) An owner or occupier of a lot:

- (a) must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
- (b) must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and
- (c) if the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.

(3) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

(4) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

16 Repealed

17 Appearance of lot

(1) The owner or occupier of a lot must not, except with the prior written approval 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.

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 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.

20 Prevention of hazards

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 create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

21 Provision of amenities or services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) security services,
- (b) promotional services,
- (c) advertising,
- (d) commercial cleaning,
- (e) domestic services,
- (f) garbage disposal and recycling services,
- (g) electricity, water or gas supply,
- (h) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note: Section 117 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

22 Controls on hours of operation and use of facilities

(1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:

- (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
- (b) that facilities situated on the common property may be used only during certain times or on certain conditions.

(2) An owner or occupier of a lot must comply with a determination referred to in clause (1).

23 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 used for residential purpose must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

24 Moving Furniture

(1) An owner or occupier of a lot must transport any furniture or large object through or on common property within the building only by using the loading dock area.

- (2) To avoid doubt, the main foyer of the building must not be used to transport any furniture or large object through or on common property within the building.
- (3) An owner or occupier of a lot must provide the managing agent of the owners corporation with at least 48 hours notice prior to transporting any furniture or large object through or on common property within the building.
- (4) An owner or occupier is responsible for repairing or making good any damage caused to the common property whilst transporting any furniture or large object through or on common property within the building.
- (5) To the extent of any inconsistency between this by-law and any other by-law, this by-law prevails.

25 Installation of Laserlite Plastic Sheeting

- (1) The terms of this by-law applies to any issues with regards to the repair and maintenance of laserlite plastic sheeting already installed to the pergola in an owners lot.

Liability and Indemnity

- (2) The owner is responsible for the proper maintenance of the laserlite plastic sheeting and the common property to which laserlite plastic sheeting is erected or attached, and keeping it in a state of good and serviceable repair.
- (3) The owner indemnifies the owners corporation against all loss and damage suffered as a result of installing the laserlite plastic sheeting including the repair and maintenance of the laserlite plastic sheeting and liability under section 122(6) of the Strata Schemes Management Act 2015 in respect of installing the laserlite plastic sheeting.
- (4) Any loss and damage may be recovered from the owner as a debt due to the owners corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

26 Air-conditioning Units

- (1) This by-law applies to any owner of a lot that has previously installed an air-conditioning unit in their lot under this by-law with the written approval of the Owners Corporation and in accordance with plans and drawings submitted by the owner to the executive committee.
- (2) For the purpose of this by-law, the air-conditioning unit is an inverter reverse cycle split air-conditioner and includes the external condenser unit (and any other ancillary items).
- (3) The terms of this by-law apply to any replacement air-conditioning unit and any issues with regards to the repair and maintenance of air-conditioning units already installed within the strata scheme.
- (4) The owner must ensure the air-conditioning unit's quiet operation, having regard to the adjoining lot owners.

Liability and Indemnity

- (5) The owner is responsible for the proper maintenance of the air-conditioning unit and the common property to which the air-conditioning unit is erected or attached, and keeping it in a state of good and serviceable repair.

- (6) The owner indemnifies the Owners Corporation against all loss and damage suffered as a result of installing the air-conditioning unit including the repair and maintenance of the air-conditioning unit and liability under section 122(6) of the Act in respect of repairing or maintaining the common property attached to the air-conditioning unit.
- (7) The owner indemnifies the Owners Corporation of any liability in respect of any proceedings, actions or claims made against the Owners Corporation as a result of the installation of the air-conditioning unit.
- (8) Any loss and damage may be recovered from the owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

Breach of By-law

- (9) The Owners Corporation reserves the right to order an owner to remove and/or relocate the air-conditioning unit and reinstate the common property to its original state, at the owners cost, if:
 - (a) the owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach; or
 - (b) another lot owner or occupier is successful in any claim about noise transmission from the lot as a result of the installation of the air-conditioning unit.

27 Signage and Advertising

If any proprietor, lessee or occupier of a lot conducts a business from that lot, than that proprietor, lessee or occupier may affix to a part of the common property adjacent to or bounding that lot signs and/or identification symbols advertising the business, recording its hours of operation and listing the principals of the business, provided that:

- (1) The proprietor, lessee or occupier of the said lot obtains the consent of North Sydney Municipal Council or any other relevant Statutory Authority to the carrying on of the business and the affixing of the signs.
- (2) The proprietor, lessee or occupier of the said lot obtains the written consent of the Body Corporate to the form and actual location of any such signs and the Body Corporate shall not be entitled to unreasonably withhold its consent.
- (3) The proprietor, lessee or occupier of the said lot will at all times and at its own expense keep and maintain any signs fixed by it to any part of the common property in a good condition and state of repair and will compensate the Body Corporate for any damage that may be caused to the common property as a result of this use. The proprietor, lessee or occupier of the lot will enter into an agreement with the Body Corporate prior to the erection of any signs, guaranteeing responsibility for these payments.

SPECIAL BY-LAWS

Special By-Law 1: Building works - past works

Any lot owners that have carried out building works under Special by-law 1 are bound by the repair and maintenance, as well as liability and indemnity provisions, of the original by-law:

1) Repair and Maintenance

Where an Owner undertakes any Building Works under this by-law, the Owner of a lot must, at the Owner's cost, properly maintain and keep the Building Works in a state of good and serviceable repair and must replace the Building Works (or any part of them) as required from time to time.

- 2) If the Owner removes the Building Works or any part of the Building Works undertaken under this by-law, the Owner must, at the Owner's own cost, restore and reinstate the common property to its original condition.
- 3) Where an Owner undertakes any Building Works under this by-law, the Owner indemnifies the Owners Corporation against:
 - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Building Works;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Building Works;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Building Works; and
 - (d) liability under section 122(6) of the Strata Schemes Management Act 2015 in respect of repair of the common property attached to the Building Works.
- 4) Any loss and/or damage suffered by the Owners Corporation as a result of undertaking the Building Works may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and/or damage is made good.

5) Breach of By-law

The Owners Corporation reserves the right to take action against the Owner to replace the Building Works or reinstate the common property affected by the Building Works to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

Special By-Law 2 : Smoke penetration

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Special By-Law 3 : Minor Renovations

Delegation of Owners Corporation Authority

1. Under s110(6)(b) of the Strata Schemes Management Act 2015, the Owners Corporation delegates to the Strata Committee all of the functions exercisable by the Owners Corporation arising under and in connection with under s110 of the Strata Schemes Management Act 2015, subject to the Strata Committee ensuring the reasonable conditions and procedures set out in this by-law are followed in respect of Minor Works.

Application by Owner to perform Minor Works

2. An Owner who desires to carry out Minor Works within their lot must, before carrying out those works:
 - (a) Make suitable enquiries as to whether the Minor Works will affect any Common Property, pipes or conduits, or the acoustic performance of the Lot; and
 - (b) Give written notice of the proposed minor renovations to the Strata Committee, including:
 - (A) The details of the works, including copies of any plans;
 - (B) The proposed duration and times of the works (including times for deliveries and access);
 - (C) Details of the persons proposed to carry out the works, including their qualifications; and
 - (D) Details of any arrangements to manage waste or rubbish; and
 - (E) Copies of any approvals obtained or details of approvals to be obtained.
 - (c) Advise of any changes to the plans, or proposed works and provide copies of any plans or approvals which have changed or been received after the notification has taken place; and
 - (d) Seek any approvals required from any Authority for the Minor Works; and (e) Provide the Strata Committee with such further information as may be reasonably required by the Strata Committee in connection with the Minor Works whether prior to or after the approval has been granted.

Obligations of an Owner performing Minor Works

- (f) If the Strata Committee approves the Minor Works, the Strata Committee must issue a written approval of the Minor Works subject to the following conditions, and the Owner or Occupier must accept those conditions in writing prior to commencing work unless the Strata Committee resolves in writing to waive any of the following requirements:
 - (g) Arrange suitable times for access to the Lot for the Minor Works so as not to unduly disrupt neighbours and comply with any prescribed days and times for the performance of such works (if applicable);
 - (h) If requested by the Owners Corporation, provide:
 - i. a certificate from a structural engineer or services engineer that the Minor Works will not have an adverse effect on Common Property or any Lot;
 - ii. proof of insurances as the Owners Corporation reasonably requires in connection with the Minor Works;
 - iii. copies of all relevant Authority approvals, or a copy of written advice from a qualified consultant that approvals are not required, to the Owners Corporation.
 - (i) Use only qualified, reputable and licensed contractors (where applicable) who have been approved by the Owners Corporation unless otherwise approved in writing;
 - (j) Ensure all Minor Works are performed in a proper and workmanlike manner and must comply with all laws applicable to such works;
 - (k) Minimise any disturbance to any other Lot Owner or Occupier of another Lot (including noise and vibrations) as far as reasonably practicable;
 - (l) Ensure that any damage caused by the carrying out of the Minor Works under this by-law is repaired to the reasonable satisfaction of the Owners Corporation, any relevant Authority, and the Strata Manager;
 - (m) When the Minor Works are completed, if requested by the Strata Committee, provide a certificate from a qualified consultant (or consultants), that the performance of the Minor Works and the use of the Minor Works:
 - i. Has not damaged or interfered with any waterproofing membrane installed in the Common Property; and
 - ii. Has not and will not detrimentally affect the acoustic performance or insulation of the Lot.
3. If the Strata Committee does not approve the works, the Owner is at liberty to put a resolution before the Owners Corporation at an Extraordinary General Meeting or Annual General Meeting to seek approval for the Minor Works.

Damage and indemnity

4. In the event the Owner or Occupier causes damage to the Common Property or another Lot's property as a result of the Minor Works, and the Owner or Occupier fails to comply with a written notice to repair the damage, the Owner or Occupier grants the Owners Corporation or their representative permission to access the Lot to perform such works as may be

reasonably required to repair the damage and prevent further damage (if required), including on an emergency basis.

5. The Owner must indemnify the Owners Corporation against:

- (a) any claims for loss of any kind (including legal costs) that may arise in respect of damage to any property, any injury to any person, or any death of any person that arises out of the Minor Works and the use of the Minor Works; and
- (b) any fees for lodgement of any applications for approvals required in connection with the Minor Works sought by the Owners Corporations in the event that the Owner has failed to obtain the relevant or required approval;
- (c) any increase in the insurance premium or excess payable by the Owners Corporation which is attributable in any way to the Minor Works or use of the Minor Works; and
- (d) any costs reasonably incurred by the Owners Corporation in respect of the Owners Corporation exercising their right to perform works in the event of damage; with any amount arising under this clause to become a debt due from the Owner payable to the Owners Corporation with interest payable on such sums as may be due from time to time at the simple annual rate of 6 percentage points above the Cash Rate published by the Reserve Bank of Australia from time to time.

Definitions

6. In this by-law:

(a) Authority means any governmental or quasi-governmental administrative or judicial department or entity, including a statutory agency or authority or a local council with jurisdiction over the Minor Works.

(b) Minor Works:

(A) includes those items set out in s110(3) of the Strata Schemes Management Act 2015 and Regulation 28 of the Strata Schemes Management Regulation 2016, as listed below:

- i. renovating a kitchen;
- ii. changing recessed light fittings;
- iii. installing or replacing wood or other hard floors;
- iv. installing or replacing wiring, cabling, power, or access points;
- v. work involving reconfiguring walls;
- vi. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
- vii. installing a rainwater tank;
- viii. installing a clothesline;
- ix. installing a reverse cycle split system air conditioner;
- x. installing double or triple glazed windows;
- xi. installing a heat pump; or
- xii. installing ceiling insulation.

(B) but always excludes "Cosmetic work"; as defined in s.109 of the Strata Schemes Management Act 2015 (NSW); and

(C) always excludes “major works” which is works involving

- i. structural changes;
- ii. changes to the external appearance of a lot;
- iii. waterproofing; or
- iv. work that requires approval under other laws.

(c) Owner has the meaning set out in the Strata Schemes Management Act 2015,

(d) Occupier of a lot means a person in a lawful occupation of the lot

(e) Lot means the lot or lots in the strata scheme owned by the Owner or occupied by the Occupier where the Minor Works are proposed to be performed

Special By-Law 4 : Major Works (amended 14 May 2025)

Information for Owner wishing to perform Major Works

1. If an Owner or Occupier wishes to carry out Major Works on the Lot, then the following conditions apply:

(a) the Owner must each severally indemnify the Owners Corporation against any claim that may arise in respect of damage to any property, any injury to any person, and any death of any person that arises out of the Major Works and the use of the Major Works;

(b) the Owner and Occupier must ensure that the carrying out of the Major Works and the use of the Major Works:

- A. do not cause any damage or unreasonable interruption to any service lines, pipes or conduits whether those are Common Property or otherwise;
- B. do not damage or interfere with any boundary or wall between Lots; and
- C. do not void any warranties to which the Owners Corporation or any other Owner or Occupier is entitled;

(c) if the Major Works include the installation of any kind of exhaust system (such as a kitchen or bathroom exhaust), the size and type of the system used must be certified as appropriate by a suitably qualified mechanical consultant acceptable to the Owners Corporation; and

(d) the Owner or Occupier must obtain the consent of any relevant Authorities and if requested to do so by the Owners Corporation, must provide proof of such consent, or a written opinion from a suitably qualified professional that consent is not required for the Major Works.

Obligations on Owner or Occupier performing Major Works

2. An Owner or Occupier who seeks to perform Major Works under this by-law must, before doing any Major Works:

Electronic signature of me, Robert Fothergill Page 14 of 48
affixed by me, or at my direction on 30/05/2025



- (a) Determine where any service lines, pipes and conduits are located;
- (b) Provide to the Owners Corporation such documents and information as are reasonably requested in respect of the proposed Major Works; and
- (c) Obtain from the Owners Corporation approval to add a by-law conferring a special privilege in respect of the Common Property affected by the Works on the Owner (Common Property rights by-law) in accordance with Part 7 Division 2 of the Strata Schemes Management Act; and
- (d) Any reference in the Common Property rights by-law to the Major Works By-Law is deemed to be a reference to this by-law; and
- (e) Provide written consent to the terms of the Common Property rights by-law; and
- (f) Pay any and all costs associated with the making, consolidation and registration of the Common Property rights by-law at the NSW Land Registry.

3. An Owner or Occupier must, during the performance of the Major works:

- (a) Arrange suitable times for access to the Lot for the Major Works so as not to unduly disrupt neighbours;
- (b,) Comply with all reasonable requirements of the Owners Corporation and the Strata Manager about the times and means by which access for the Major Works are to be carried out;
- (c) Use only qualified, reputable and licensed contractors (where applicable) who have been approved by the Owners Corporation;
- (d) Ensure that any tradespeople and any other persons involved in the Major Works complies with the reasonable requirements of the Strata Manager in respect of the timing and means for access to perform the Major Works and how the Major Works are carried out;
- (e) Not damage Common Property, including service lines, pipes or conduits or interfere with or interrupt any of them;
- (f) Perform the Major Works properly and to the reasonable satisfaction of any relevant Authority and, where any Common Property is affected to the reasonable satisfaction of the Owners Corporation and Strata Manager;
- (g) If requested by the Owners Corporation, provide:
 - A. a certificate from a structural engineer or services engineer that the proposed Major Works will not have an adverse effect on Common Property or any Lot;
 - B. proof of insurances as the Owners Corporation reasonably requires in connection with the Major Works; or
 - C. copies of all relevant Authority approvals, or advice that approvals are not required, to the Owners Corporation.
- (h) Promptly repair any damage caused to Common Property or the property of another Owner or Occupier; and

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(i) Minimise any disturbance to any other lot owner or occupier of another Lot (including noise and vibrations) as far as reasonably practicable;

4. An Owner or Occupier must, after the completion of the Major Works:

(a) if requested provide a certificate from a qualified consultant or consultants, that the performance of the Major Works and the use of the Major Works:

A. has not damaged or interfered with any waterproofing membrane installed in the Common Property; and

B. has not and will not detrimentally affect, the acoustic performance or insulation of the Lot.

(b) Provide access, if requested, for the Owners Corporation to conduct any inspections reasonably required of the Major Works; and

(c) Promptly repair any damage caused to Common Property or the property of another Owner or Occupier.

Renovations - Prescribed Times for Work

5. The Owners Corporation may, for the purposes of the performance of Major Works, prescribe the days and times when access may be permitted to the Lot.

6. The Owners Corporation hereby delegates to the Strata Manager and the Strata Committee severally the function of prescribing the days and times for such access.

Standard of Work

7. All Major Works must be performed in a proper and workmanlike manner and must comply with all laws applicable to such works.

Damage and indemnity

8. In the event the Owner or Occupier causes damage to the Common Property or another lot's property as a result of the Major Works, and the Owner or Occupier fails to comply with a written notice to repair the damage, the Owner or Occupier grants the Owners Corporation or their representative permission to access the Lot to perform such works as may be reasonably required to repair the damage and prevent further damage (if required), including on an emergency basis.

9. The Owner must severally indemnify the Owners Corporation against:

(a) any claims for loss of any kind (including legal costs) that may arise in respect of damage to any property, any injury to any person, or any death of any person that arises out of the Major Works and the use of the Major Works; and

(b) any fees for lodgement of any applications for approvals required in connection with the Major Works which the Owners Corporations seeks in respect where the Owner has failed to obtain the relevant or required approval;

(c) any increase in the insurance premium or excess payable by the Owners Corporation which is attributable in any way to the Major Works or use of the Major Works; and

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Page 16 of 48



(d) any costs reasonably incurred by the Owners Corporation in respect of the Owners Corporation exercising their right to perform works, with any amount arising under this clause to become a debt due from the Owner payable to the Owners Corporation with interest payable on such sums as may be due from time to time at the simple annual rate of 6 percentage points above the Cash Rate published by the Reserve Bank of Australia from time to time.

Definitions

10. In this by-law:

(a) **Authority** means any governmental or quasi-governmental administrative or judicial department or entity, including a statutory agency or authority or a local council with jurisdiction over the Major Works.

(b) **Lot** means the lot or lots in the strata scheme owned by the Owner or occupied by the Occupier where the Major Works are proposed to be performed.

(c) **Major Works** means any work in the nature of building or construction where the work will penetrate, encroach, effect or alter Common Property in any way and including:

- A. The installation or renovation of a bathroom or other area involving waterproofing and forming part of the general fit out of a lot;
- B. Structural works, such as the alteration or removal of a load bearing wall;
- C. Any works that alter the exterior appearance of the strata plan;
- D. Any works that require council approval or approval under other laws;
- E. But always excluding "Cosmetic work" as defined in s.109 of the Strata Schemes Management Act 2015 (NSW) and "Minor works" as defined in s110(3) of the Strata Schemes Management Act 2015.

(d) **Owner** has the meaning set out in the Strata Schemes Management Act 2015.

(e) **Occupier** of a lot means a person in a lawful occupation of the lot.

11. Following the passing of Special By-Law 15 "By-Law Regulating Major Works" on 14/05/2025, that by-law takes precedence in respect of future works. The terms of this by-law remain relevant to any works approved under it prior to the passing of special by-law "By-Law regulating Major Works".

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Special By-Law 5: Common Property Rights By-Law for Lot 52, Pergola Installation

Part 2 - Introduction

1. This by-law is made pursuant to Part 7 Division 3 of the Strata Schemes Management Act 2015 in order to grant the Owners of Lot 52, a right of special privileges, exclusive use and enjoyment over certain of the Common Property as set out in this by-law and in connection with the Works.

Part 2 - Application of Major Works By-Law

1. The conditions and requirements of the Major Works By-law (Special by-law 4) are incorporated into this by-law as if set out in full in this Special By-law 5.

Part 3 - Exclusive use

2. Despite any other by-law, but subject to the clauses of this special by-law, the Owners shall be entitled to:
 - 2.1 Perform the Works, subject to any Restrictions; and
 - 2.2 Exclusive use over such part of the Common Property where the Works are to be installed, including any support provided by the Common Property, and where applicable use of space previously occupied by Common Property.
3. The Owners will remain responsible for the installation, repair and maintenance of:
 - (a) the Works; and
 - (b) any parts of the Common Property affected or modified by the Works or providing direct support to the Works.
4. The Owners will be responsible for any increased costs of any repairs to Common Property resulting from the Works whether as part of planned or unplanned repair or maintenance works performed by the Owners Corporation.
5. For the avoidance of doubt, where any Common Property is removed and replaced or substituted with any part of the Works, the obligation to repair and maintain that part of the Works will rest with the Owners.

Part 4 - Emergency Works

1. The Owners Corporation has the right to perform any works which the Executive Committee or Strata Manager, acting reasonably, believe are required to be urgently performed to any of the Works (including entering into the Lot Owners' lot to perform the works) to prevent loss and damage to another lot or Common Property.

Part 5 - Definitions

1. In this by-law:
 - 1.1 **Common Property** means the common property in the strata scheme;
 - 1.2 **Major Works By-Law** means Special By-Law No. 4;

1.3 **Owner** means the owner(s) or occupier of Lot 52;

1.4 **Restrictions** means any particular limitations on the Works or the manner in which the Works are to be performed communicated to the Owners by the Strata Manager or Strata Committee;

1.5 **Works** means:

(a) those works set out in the plans provided to the Owners Corporation in connection with the request to perform the works; and

(b) specifically, the works to install a pergola in Lot 52, including:

- (1) Steel and Timber frame with support beams;
- (2) Vergola gutters with downpipe to feed into existing building downpipe;
- (3) Vergola automated louvres;
- (4) Vergola flashing;
- (5) Motor with associated electrical works.

Special By-Law 6: Common Property Rights By-Law for Lot 48, Major Works

1. Introduction

This by-law is made pursuant to Part 7 Division 3 of the Strata Schemes Management Act 2015 in order to grant the Owner of Lot 48 a right of special privileges, exclusive use and enjoyment over certain parts of the Common Property as set out in this by-law and in connection with the Works.

2. Application of Major Works By-Law

The conditions and requirements of Special By-law 7, Major Works to Lot 48, are incorporated into this by-law as if set out in full herein.

3. Exclusive use

Despite any other by-law, but subject to the clauses of this special by-law, the Owner shall be entitled to exclusive use over such part of the Common Property where the Works have been installed, including any support provided by the Common Property, and where applicable use of space previously occupied by Common Property.

The Owner will remain responsible for the repair and maintenance of:

- (a) the Works; and
- (b) any parts of the Common Property affected or modified by the Works or providing direct support to the Works.

The Owner will be responsible for any increased costs of any repairs to Common Property resulting from the Works whether as part of planned or unplanned repair or maintenance works performed by the Owners Corporation.

For the avoidance of doubt, where any Common Property has been removed and replaced or substituted with any part of the Works, the obligation to repair and maintain that part of the Works will rest with the Owner.

4. Emergency Works

The Owners Corporation has the right to perform any works which the Executive Committee or Strata Manager, acting reasonably, believe are required to be urgently performed to any of the Works (including entering into the Lot Owners' lot to perform the works) to prevent loss and damage to another lot or Common Property.

5. Definitions

In this by-law:

- 1) **Common Property** means the common property in the strata scheme;
- 2) **Major Works By-Law** means Special By-Law No. 7;
- 3) **Owner** means the owner(s) of Lot 48;
- 4) **Restrictions** means any particular limitations on the Works, or the manner in which the Works are to be performed, communicated to the Owner by the Strata Manager or Strata Committee;
- 5) **Works** means:
 - a) those works set out in the plans provided to the Owners Corporation in connection with the Works; and
 - b) those works detailed in Part 5 of Special By-law 7, Major Works to Lot 48;
 - c) specifically, the works to renovate Lot 48 including stripping out the current toilet, vanity, vanity mixer taps, shower head, shower mixer taps, drop-in bathtub, bath mixer taps and replace with new;
 - d) Note that the current tiles/waterproofing will be maintained, and additional waterproofing will be added underneath the bath and the bath lip.

Special By-Law 7: Major Works to Lot 48 PART

1 - Rights and Obligations

1. Notwithstanding anything contained in the by-laws which otherwise apply to this scheme, all current and future Owners of Lot 48 in Strata plan no. 51660 are subject to the benefits and obligations hereby outlined in this by-law.

PART 2 - Definitions

1. In this By-Law, unless otherwise required by the context:
 - 1.1 Act means Strata Schemes Management Act 2015.
 - 1.2 By-Law means this by-law.

1.3 Common Property means any part of the common property created by the registration of Strata plan no. 51660.

1.4 Executive Committee means the Executive Committee for the time being of Strata plan no. 51660.

1.5 Fixtures and Fittings means all fixtures and fittings that the Owner repairs, replaces or adds to the Common Property in carrying out, or repairing or maintaining, the Work.

1.6 Lot means Lot 48 in Strata plan no. 51660.

1.7 Owner means the owner(s) for the time being of Lot 48 in Strata plan no. 51660.

1.8 Owners Corporation means the Owners Corporation created by the registration of Strata plan no. 51660.

1.9 Public Authority has the meaning given to it in the Environmental Planning and Assessment Act 1979.

1.10 Regulation means Strata Schemes Management Regulation 2017.

1.11 Work means the works set out in Part 5 and the Attachments, and includes any further work carried out to maintain, repair or replace that work.

2. Unless otherwise defined, any term has the same meaning as in the Act.

3. A reference to legislation is also a reference to any amending or replacing legislation.

4. In the case of any inconsistency between a provision of this by-law and any other by-law then, to the extent of such inconsistency, the terms of this by-law prevail.

PART 3 - Alteration to Lot 48

1. Subject to the conditions set out below, the Owners Corporation permits the Owner to undertake the building works to the Lot and to the Common Property more particularly described in PART 5.

2. Permission is granted for the Owners to carry out the Work, subject to the below conditions.

PART 4 - Conditions:

1. Before the Works

Prior to commencing the Works, the Owner must provide to the Owners Corporation:

- a) a copy of a certificate of currency for the duration of the Works of Contractors' All Risks insurance cover in an insurance office of repute (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), in an amount of not less than \$10 million.

2. During the Works

- a) The Owner is liable for the cost of the Work, including all costs associated with drafting, amending and registering this By-Law.

- b) The Work must be carried out in a professional and workmanlike manner by duly licensed and insured tradespeople, in compliance with the Building Code of Australia and all pertinent Australian Standards and any Manufacturer's specifications.
- c) The Owner is responsible to maintain and keep the Work, including the Fixtures and Fittings, in a state of good and serviceable repair, including replacing the Work and the Fixtures and Fittings as and when necessary.
- d) The Owner indemnifies the Owners Corporation in respect of any damage (whether now or in the future) occasioned to any Common Property or to any other lot within the Strata Plan for whatever reason as a consequence of the Owners carrying out the Work.
- e) The Owner indemnifies the Owners Corporation for all costs incurred by the Owners Corporation as a result of the Owner's breach of this By-Law.
- f) To the extent that the Work will encroach upon the lot of any other owner, then the Owner must obtain the written consent of the other owner prior to carrying that part of the work.
- g) The work must be undertaken in such a way as to cause minimum disturbance or inconvenience to the owners or occupiers of the other lots or their invitees, including providing to the Owners Committee 14 days notice in writing prior to the date of commencement of the Works. A copy of that notice shall be placed on the noticeboard by the Owner, and such notice shall include the commencement date of the Works, the expected duration of the Works, the Lot number in which the Works are to be carried out, and the name and telephone number of a contact person to receive queries or complaints about the Works.

3. After the Works

After completion of the Work, the Owner must provide the Owners Corporation with a copy of any requisite compliance certificates.

PART 5 - Scope of Works

1. Works means:

- 1) those works set out in the plans provided to the Owners Corporation in connection with the request to perform the works; and
- 2) specifically, the works to renovate Lot 48, including:
 - a) Stripping out the toilet, vanity, mixer taps, shower head, and replacing with new fixtures;
 - b) Replacing the current drop-in bathtub with a new drop-in bathtub;
 - c) Installing a new shower screen;
 - d) Installing a new mixer set for the vanity and bathtub;
 - e) Installing a new shower head and mixer for the shower;
 - f) All drainage to remain unchanged;
 - g) Current tiles and waterproofing will be maintained, and additional waterproofing will be added underneath the bath and on the bath lip;

h) All rubbish to be removed and disposed off site.

Special By-Law 8: Bathroom Renovations - Lot 24

1. Purposes of the By-law

1.1 This Common Property Rights By-law serves the following purposes:

- a. to confer an Authority and Special Privileges on the Owner:
 - i. to carry out Works on the Lot and on so much of the common property which the Works may alter or add to; and
 - ii. to keep, retain and exclusively use the Works carried out; and,
- b. to assign the responsibility for the repair and maintenance of the Works carried out and of the Privileged Area to the Owner, in accordance with the conditions set out in this by-law.

2. Definitions and Notes

2.2 In this by-law:-

“**Acts**” means the Strata Schemes Development Act 2015 (NSW) and the Strata Schemes Management Act 2015 (NSW).

“**Authority**” means an authority under section 111 of the Strata Schemes Management Act 2015 (NSW);

“**Lot**” means Lot 24 in the Strata Scheme.

“**Owner**” means the owner or owners of the Lot from time to time;

“**Privileged**” means so much of the common property at which the Works are situated and so much of the common property which the Works have altered or added to.

“**Special Privileges**” means the privileges to keep, retain and exclusively use the Privileged Area and all of the Works carried out.

“**Strata Scheme**” means the strata scheme established by Strata Plan No. 51660.

“**Works**” means all the works set out in Schedule 1 to this by-law.

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

- a. headings do not affect the interpretation of this by-law;
- b. words importing the singular include the plural and vice versa;
- c. words importing a gender include any gender;
- d. words used in this by-law which have been defined in the Acts shall have the same meaning given to them in the Acts, unless the same words have been specifically defined in this by-law.

e. references to legislation includes references to any amending and replacing legislation;

f. a thing or obligation which the Owner is required to do or perform under this Special By-Law is to be done or performed at the sole costs and expense of the Owner.

2.4 This by-law takes effect in conjunction with any registered by-laws of the Strata Scheme, and, this by-law shall prevail to the extent of any inconsistency between itself and any other registered by-laws.

3. Grant of Authority and of the Special Privileges

3.1 On the conditions set out in this By-law, the owners corporation grants the Owner:-

- a. the Authority to carry out the Works;
- b. the Special Privileges indefinitely.

4. Conditions

Prior to carrying out the Works - Supply of Information

4.1 Prior to carrying out the Works, the Owner must, if requested by the owners corporation, supply the following documents or information to the owners corporation:

- a. specifications of the Works;
- b. details of the principal contractor who will carry out the Works;
- c. certificate of currency, applicable to the period in which the Works are carried out, evidencing:
 - i. public liability cover having been taken out by the principal contractor of not less than \$10,000,000 in respect of any one claim and the interest of the Owners Corporation be noted;
 - ii. workers' compensation cover in accordance with the relevant legislation.

Carrying out the Works

4.2 In carrying out the Works, the Owner must ensure:

- a. that works are only carried out between the hours of 8:00am and 5:00pm Monday to Friday and 8:00am to Noon on a Saturday (excluding public holidays) or during such other times as may be approved by the owners corporation;
- b. that all works shall comply with the standards as set out in the National Construction Code and all applicable Australian Standards;
- c. that all contractors are properly licensed and all works will be carried out in a proper and workmanlike manner;
- d. that all construction materials, equipment, debris and other materials will be transported in the manner reasonably directed by the owners corporation;
- e. that all works will be carried out in such a way that disturbance or inconvenience to the owners or occupiers of other lots will be minimized; and,

f. that all areas outside the Lot will be kept clean and tidy throughout the work period.

Duty of Maintenance and Repair

4.4 Without affecting the Authority and the Special Privileges granted under this by-law, the Owner must:-

- a. restore all common property affected by the carrying out of the Works as nearly as possible to the state they were in immediately before the carrying out of the Works;
- b. properly maintain the Works and keep them in a state of good and serviceable repair and, when necessary, renew or replace any fixtures or fittings comprised in the Works;
- c. properly maintain the Privileged Area and keep it in a state of good and serviceable repair and, when necessary, renew or replace any fixtures or fittings comprised in the Privileged Area; and,
- d. if the Owner intends to permanently remove the Works or any part thereof, the Owner must restore and reinstate the relevant part(s) of the common property as closely as possible to its condition before the carrying out of the Works.

Indemnity

4.5 The Owner must indemnify the Owners Corporation against:

- a. any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property and to other property or person to the extent that such injury, loss or damage arises from or out of the Works or the carrying out of the Works;
- b. any amount payable by way of increased premiums by the owners corporation as a direct result of the Works; and,
- c. any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works.

Section 106(3) Determination

4.6 To the extent that section 106(3) of the Strata Schemes Management Act 2015 (NSW) is applicable, the owners corporation determines that it is inappropriate for the owners corporation to maintain, renew, replace or repair the Works performed or the Privileged Area under this by-law.

Repair of Damage

4.7 Without affecting the Authority and the Special Privileges granted under this by-law, the Owner must make good any damage to the common property or to the property of the owner or occupier of another lot caused by the carrying out of the Works when such damage becomes evident.

4.8 Any provable loss or damage suffered by the owners corporation as a result of the carrying out and use of the Works, including any failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered from the Owner as a debt due to the owners corporation.

Breach of this Special By-law

- 4.9 The owners corporation is authorised to replace or rectify the Works, or any part thereof, or remediate any loss or damage to the common property necessitated by the Owner's breach of the conditions in this Special By-law, if that breach is not rectified within 30 days of service of a written notice from the owners corporation requiring rectification of that breach. Costs of making this by-law
- 4.10 The Owner must pay all of the reasonable costs of the owners corporation incurred in connection with the passing and registration of this by-law. The owners corporation may refuse to execute any document relating to the registration of this by-law until such time as the Owner pays those costs.

Special By-Law 9: Registration of Animals

1. The following restrictions apply to the care and control of animals within the strata plan:
- a) All animals must be registered with the strata committee with full details being provided, including photo, breed, size, weight, vaccinations, microchip, a daytime contact phone number of the pet owner, and details of any obedience courses undertaken. In the event of young animals, please also provide details as to their anticipated size at maturity;
 - b) Only registered animals are permitted within the building;
 - c) Only one cat or dog is able to be registered per unit;
 - d) Visiting pets are strictly limited to registered service animals;
 - e) Full care and control must be exercised over registered animals at all times;
 - f) Off leash dogs are strictly forbidden on common property;
 - g) Permission for any registered animal will be revoked if:
 - i. the animal creates a nuisance, and makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant;
 - ii. the animal is aggressive, and repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant;
 - iii. the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant;
 - iv. the animal repeatedly causes damage to the common property or another lot, including the soiling of common property or another lot when this is not immediately rectified by the owner;
 - v. the animal endangers the health of another occupant through infection or infestation;
 - vi. the animal causes a persistent offensive odour that penetrates another lot or the common property;

vii. the animal is declared to be a menacing or dangerous dog under section 34 of the Companion Animals Act 1998;

viii. the terms of this by-law and by-law 10, "Controls on Animals" are not met.

Special By-Law 10: Controls on Animals

- (1) Subject to section 157 of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the prior written approval of the strata committee, keep any animal on the lot or the common property.
- (2) The strata committee must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property, and will be pleased to consider applications for cats, small dogs, small caged birds, or fish kept in a secure aquarium.
- (3) If an owner or occupier of a lot keeps an animal on the lot then the owner or occupier must:
 - (a) register the animal with the strata committee prior to the animal being kept on the lot;
 - (b) keep the animal within the lot;
 - (c) if the animal has to exit the lot, then the animal must be closely controlled at all times, and either leashed or securely carried across common property;
 - (d) ensure the animal does not soil on any areas of the common property,
 - (e) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal;
 - (f) animals are only to use the rear exit door of the building;
 - (g) all pet food must be contained in such a way that it does not attract vermin;
 - (h) kitty litter must be wrapped and properly disposed of in the garbage. At no point may kitty litter be flushed & any remedial repairs required to the plumbing due to improper use will be at the Owner/Occupiers expense.
 - (i) Occupier's must have a signed letter from the Owner of the unit permitting the keeping of an animal, and this letter must be supplied along with a copy of the lease. Agents will not be permitted to sign on behalf of owners.
 - (j) any modifications to the unit to accommodate the pet must be approved in advance by the Owners Committee.

Special By-Law 11: Short Term Rental

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Division 2 of Part 7 of the Act.
- 1.2 This by-law is to prohibit a Lot being used for the purpose of a Short-term rental accommodation arrangement where the Lot is not the principal place of residence of a person who, pursuant to the arrangement, is giving another person the right to occupy the Lot.
- 1.3 This by-law (as far as law allows) is to regulate the use of a Lot where the Lot is subject to a Short-term rental accommodation arrangement by the person who has the Lot as their principal place of residence.

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) **Administration Fee** means any reasonable administrative, cleaning, maintenance or any other costs and expenses incurred by the Owners Corporation from time to time arising as a direct result of an Owner or occupier using their Lot for a Short-term rental accommodation arrangement.
- (c) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Strata Scheme including the local council.
- (d) **Bond** means a once off payment in the amount of \$1,000.00, or another amount reasonably determined by the strata committee, payable by an Owner or occupier to the Owners Corporation for using or allowing their Lot to be used for a Short-term rental accommodation arrangement. If an amount is determined by the strata committee, the strata committee shall notify the Owner or occupier as to the amount payable prior to the Owner or occupier using their Lot for a Short-term rental accommodation arrangement. The Bond may be in the form of a bank guarantee.
- (e) **Lot** means each and every lot in the Strata Scheme.
- (f) **Owner** means the owner or owners for the time being of a Lot.
- (g) **Owners Corporation** means the Owners Corporation constituted upon registration of Strata Plan No 51660.
- (h) **Short-term rental accommodation arrangement** has the same meaning as in section 54A of the Fair Trading Act 1987.
- (i) **Strata Scheme** means the strata scheme relating to Strata Plan No 51660 located at 78-80 Alexander Street, Crows Nest NSW 2065.

2.2 Interpretation

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 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 invitees, executors, administrators, successors, permitted assigns or transferees;
- (g) a reference to an occupier includes that occupier's invitee;
- (h) to the extent of any inconsistency between the by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail;
- (i) 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
- (j) 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

PROHIBITION

- 3.1 Subject to section 137A of the Act, a Lot may not be used for a Short-term rental accommodation arrangement.
- 3.2 Where an Owner or occupier uses a Lot as their principal place of residence and intends on using the Lot for a Short-term rental accommodation arrangement then the Owner or occupier shall comply with the conditions contained in this by-law.
- 3.3 Notwithstanding any other by-law applicable to the Strata Scheme, the Owners Corporation shall have the following additional powers, authorities, duties and functions in the Strata Scheme on the conditions set out in Part 4.

PART 4

CONDITIONS FOR USE OF LOT

- 4.1 An Owner or occupier acknowledges and agrees that, if they intend to use their Lot for a Short-term rental accommodation arrangement under the exemption contained in section

137A of the Act (as part of their occupation of the Lot as a principal place of residence), that use may require consent from an Authority.

4.2 An Owner or occupier who wishes to use their Lot under the exemption contained in section 137A of the Act for a Short-term rental accommodation arrangement must, before entering into any Short-term rental accommodation arrangement for the first time:

- (a) ensure the Lot is registered on the register established under the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021, section 102C and meets all requirements contained in the State Environmental Planning Policy (Housing) 2021 and any other applicable laws;
- (b) provide the Owners Corporation with a copy of the registration under clause 4.2(a) of this by-law;
- (c) notify the Owners Corporation that they intend on using the Lot for a Short-term rental accommodation arrangement under the exemption;
- (d) obtain and provide to the Owners Corporation a copy of any approval required by any Authority for the use of the Lot for a Short-term rental accommodation arrangement;
- (e) if an occupier, provide to the Owners Corporation the written approval of the Owner to the occupier using the Lot for a Short-term rental accommodation arrangement;
- (f) obtain and provide to the Owners Corporation a copy of any report from a suitably qualified expert setting out any additional work health and safety requirements, fire safety requirements, or other requirements or works required to comply with any law, regulation, ordinance or covenant provisions relating to the use of the Lot for a Short-term rental accommodation arrangement;
- (g) pay the Bond to the Owners Corporation as a single payment.

4.3 An Owner or occupier who uses their Lot under the exemption contained in section 137A of the Act for a Short-term rental accommodation arrangement must, after complying with clause 4.2:

- (a) provide a notice to the Owners Corporation specifying the names of any person(s) occupying the Lot under a Short-term rental accommodation arrangement, the period of their occupancy, and the date of anticipated termination of the occupancy for each person pursuant to section 258 of the Act (each time the Lot is used for that purpose);
- (b) maintain the amount of the Bond to the amount specified or determined by the strata committee, where the amount of the Bond is reduced below that amount for any reason (including but not limited to as a result of clause 4.10 or 4.11 of this by-law).

4.4 An Owner or occupier who uses their Lot under the exemption contained in section 137A of the Act for a Short-term rental accommodation arrangement must, at their cost:

- (a) keep the Lot registered on the register specified in clause 4.2(a) of this by-law at all times and provide a copy of such registration to the Owners Corporation each time the registration is renewed and must not use the Lot for a Short-term rental accommodation arrangement where such registration is not renewed, is cancelled or is refused;

(b) ensure the Lot at all times complies with the fire safety standard specified in the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021;

(c) ensure the Lot at all times meets all other requirements contained in the State Environmental Planning Policy (Housing) 2021 and any other applicable laws;

(d) ensure the Lot is used at all times in compliance with the code of conduct established under the Fair Trading Act 1987 and the regulations thereunder;

(e) ensure that the Lot is not used for any purpose that is:

(i) a prohibited use under any planning instrument, ordinance, or law administered by any Authority associated with a Short-term rental accommodation arrangement;

(ii) a use prohibited by law; and

(iii) not in accordance with the Fair Trading Act 1987 including the code of conduct established thereunder from time to time;

4.5 Where there is any work required to the Strata Scheme or common property in order for the use of a particular Lot to comply with any law, regulation, ordinance or covenant relating to the use for Short-term rental accommodation arrangements then the Owner or occupier shall be liable for all works and associated costs on an indemnity basis and shall not use the Lot for that purpose until such time as all works have been completed to the reasonable satisfaction of the Owners Corporation (which may require a by-law as contemplated by section 143 of the Act).

4.6 An Owner or occupier must not advertise, or permit or authorise any agent, servant or contractor to advertise, that the Lot is available for the purpose of a use contrary to this by-law.

4.7 An Owner or occupier must, at the time of entering into any permitted Short-term rental accommodation arrangement with another person, provide a copy of the by-laws of the Strata Scheme including this by-law to that other person and must ensure that other person complies with this by-law and all of the by-laws for the Strata Scheme.

4.8 The Owners Corporation, strata committee or strata managing agent of the Owners Corporation may serve a notice on an Owner or occupier requiring that person to provide evidence sufficient to prove the Lot(s) so owned or occupied is/are not being used for a use prohibited by or in breach of this by-law or any law.

4.9 The Owners Corporation, acting reasonably, may charge an Owner or occupier the Administration Fee.

4.10 An Owner or occupier shall indemnify and keep indemnified the Owners Corporation from any legal liability, claims, losses, damage, costs, fees, expenses, fines and penalties of any kind incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to an Owner or occupier using a Lot for a Short-term rental accommodation arrangement.

4.11 Subject to any breach of this by-law and upon satisfaction by the Owners Corporation (acting reasonably) of the compliance by an Owner or occupier and any person occupying their Lot under a Short-term rental accommodation arrangement with this by-law in its

entirety, the Owners Corporation shall refund the Bond to the Owner or occupier, less any costs incurred by the Owners Corporation, including the Administration Fee, for or in connection with a breach of this by-law.

4.12 If an Owner or occupier fails to comply with any obligation under this by-law:

- (a) the Owners Corporation may refer the Owner or occupier to any relevant Authority;
- (b) the Owners Corporation may request, in writing, that the Owner or occupier complies with the terms of the by-law and the Owner or occupier must take all reasonable steps to comply with the Owners Corporation's request;
- (c) 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 or occupier's breach of this by-law;
- (d) the Owner or occupier 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 4.12(c) above; and
- (e) the Owners Corporation may recover from the Owner or occupier, as a debt in a forum of competent jurisdiction, the Administration Fee and all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's or occupier's breach of this by-law.

Special By-Law 12: Use of 4th Floor Terrace

PART 1

PREAMBLE

1.1 This by-law is made pursuant to Division 2 of Part 7 of the Act.

1.2 The purpose of this by-law is to regulate the use of the 4th Floor Terrace by Owners and Occupiers.

PART 2

DEFINITIONS & INTERPRETATION

Definitions

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

- (a) **Act** means the Strata Schemes Management Act 2015.
- (b) **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.
- (c) **Building** means the building forming part of the Strata Scheme.
- (d) **Lot** means any lot in the Strata Plan.

- (e) **Occupier** means a person in lawful occupation of a Lot.
- (f) **Owner** means the owner or owners for the time being of a Lot.
- (g) **Owners Corporation** means the owners corporation constituted upon the registration of the Strata Plan.
- (h) **4th Floor Terrace** means the common property 4 th Floor Terrace of the Building.
- (i) **Strata Committee** means the strata committee of that owners corporation established under this Act.
- (j) **Strata Plan** means Strata Plan No 51660.
- (k) **Strata Scheme** means the strata scheme relating to the Strata Plan situated at 78-80 Alexander Street, Crows Nest NSW 2065.

Interpretation

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

- (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;
- (g) to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the provisions of this by-law shall prevail;
- (h) 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
- (i) 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

GRANT OF POWER

3.1 In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional

powers, authorities, duties and functions to regulate the use of the 4th Floor Terrace by Owners and Occupiers.

PART 4

CONDITIONS OF BY-LAW

4.1 For the purposes of preserving the safety, security and quiet enjoyment of all Owners and Occupiers and to minimise the risk of any injury or death or damage to property occurring when accessing and using the 4th Floor Terrace (including damage to the 4th Floor Terrace itself), each Owner and Occupier must:

- (a) only access and use the 4th Floor Terrace between 10:00am and 9:00pm each day, unless the Owner or Occupier obtains the prior written approval of the Strata Committee, acting reasonably, to access and use the 4th Floor Terrace outside of those hours (provided such use does not otherwise contravene this by-law or any other by-law for the Strata Scheme);
- (b) not make any noise or behave in a manner likely to:
 - (i) unreasonably interfere with another Owner's or Occupier's use or enjoyment of the 4th Floor Terrace or other common property or their Lot;
 - (ii) cause offence or embarrassment to another Owner or Occupier, or to any person lawfully using the common property or a Lot, including but without limitation playing music at excessive levels, shouting, using profanities and not being adequately clothed;
- (c) not, unless the Owner or Occupier obtains the prior written approval of the Strata Committee, acting reasonably, permit more than 10 persons in total (including the Owner or Occupier) to access and use the 4th Floor Terrace at any one time;
- (d) not at any time take any glass of any kind onto the 4th Floor Terrace;
- (e) not at any time start or maintain any open fire on the 4th Floor Terrace ;
- (f) not at any time smoke or vape tobacco or any other substance on the 4th Floor Terrace;
- (g) not play any music on the 4th Floor Terrace at a level that can be heard outside of the 4th Floor Terrace before 10:00am and after 9:00pm each day, unless the Owner or Occupier obtains the prior written approval of the Strata Committee to do so;
- (h) not at any time engage in any conduct, action or behaviour likely to cause a nuisance or hazard to another Owner or Occupier, or to any person lawfully using the common property or a Lot;
- (i) comply with all reasonable directions of the Owners Corporation and the Strata Committee issued from time to time in respect of the 4th Floor Terrace, all directions, orders and requirements of any Authority relating to the use of the 4th Floor Terrace and the other by-laws for the Strata Scheme (where applicable);

- (j) keep and (after use) leave the 4th Floor Terrace clean and free of rubbish and in the same condition it was in prior to them using the 4th Floor Terrace and must not cause any damage;
- (k) not access and use the 4th Floor Terrace in a manner or for a purpose that may affect the insurance premiums payable in respect of the Building;
- (l) report to the Owners Corporation any incident they observe occurring during their access to and use of the 4th Floor Terrace within 24 hours of its occurrence including, without any limitation, any incident which may result in a claim of any kind being made against the Owners Corporation or which may affect the insurance premiums payable in respect of the Building;
- (m) report to the Owners Corporation any damage to the 4th Floor Terrace they (or their invitee) cause or observe occurring during their access to and use of the 4th Floor Terrace within 24 hours of its occurrence;
- (n) within 24 hours of their use of the 4th Floor Terrace, clean any part of the common property left unclean, untidy or defaced, including (where applicable) in a manner approved by the Owners Corporation or Strata Committee, acting reasonably;
- (o) within a reasonable timeframe and in a manner approved by the Owners Corporation or Strata Committee, acting reasonably, repair any part of the common property damaged as a result of the Owner's or Occupier's access to and use of the 4th Floor Terrace, or pay to the Owners Corporation the reasonable costs of the Owners Corporation repairing that common property;
- (p) ensure that, where alcohol is to be consumed on the 4th Floor Terrace:
 - (i) they and their invitees do not consume an amount of alcohol that results in any of them behaving in a manner that unreasonably interferes with another Owner's or Occupier's use or enjoyment of the 4th Floor Terrace, or other common property, or their Lot, or causes a nuisance or hazard of any kind;
 - (ii) they and/or their invitees leave the 4th Floor Terrace if they fail to comply with clause 4.1(p)(i) above.

4.2 Each Owner and Occupier acknowledges and agrees that

- (a) the access to and use of the 4th Floor Terrace by them and their invitees is at their own risk and cost; and
- (b) they are liable for any loss of, or damage to, any item they take onto the 4th Floor Terrace, however such loss or damage may be caused; and
- (c) the Owners Corporation is not liable for any loss of, or damage to, any item the Owner, Occupier or their invitee takes onto the 4th Floor Terrace, however such loss or damage may be caused, except to the extent that such loss or damage is caused or contributed to by the negligence of the Owners Corporation.

4.3 An Owner or Occupier must indemnify 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 or the Strata Scheme, whether such part being common

property or any Lot, caused by, arising out of or related to the access to and use by the Owner, Occupier or their invitee of the 4th Floor Terrace.

PART 5

DEFAULT

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

(a) the Owners Corporation may request, in writing, that the Owner or Occupier complies with the terms of the by-law and the Owner or Occupier 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 or Occupier's breach of this by-law;

(c) the Owner or Occupier 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 5.1(b) above; and

(d) the Owners Corporation may recover from the Owner or Occupier, 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 or Occupier's breach of this by-law.

Special By-Law 13: Occupancy Limits

PART 1

PREAMBLE

1.1 This by-law is made pursuant to Division 2 of Part 7 of the Act.

1.2 The purpose of this by-law is to regulate the number of adults who may reside in a Lot by reference to the number of Bedrooms within the Lot.

PART 2

DEFINITIONS & INTERPRETATION

Definitions

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

(a) **Act** means the Strata Schemes Management Act 2015.

(b) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over a Lot or the Building including but not limited to the local council, a court or a tribunal.

(c) **Bedroom** means a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a planning approval for the Building and includes

any other room prescribed by the Regulations as a bedroom for the purposes of section 137 of the Act.

(d) **Building** means the building(s) forming part of the Strata Scheme.

(e) **Lot** means any lot in the Strata Plan.

(f) **Occupier** means a person in lawful occupation of a Lot.

(g) **Owner** means the owner or owners for the time being of a Lot.

(h) **Owners Corporation** means the owners corporation constituted upon the registration of the Strata Plan.

(i) **Regulations** means the Strata Schemes Management Regulation 2016.

(j) **Strata Plan** means Strata Plan No 51660.

(k) **Strata Scheme** means the strata scheme relating to the Strata Plan situated at 78-80 Alexander Street, Crows Nest NSW 2065.

Interpretation

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

(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;

(g) a reference to an Occupier includes that Occupier's invitees;

(h) to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the provisions of this by-law shall prevail;

(i) 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

(j) 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

GRANT OF POWER

3.1 In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to regulate the number of adults who may reside in a Lot by reference to the number of Bedrooms within the Lot.

PART 4

CONDITIONS OF BY-LAW

4.1 An Owner or Occupier must ensure that their Lot is not occupied by more persons than are allowed by any planning approval or other law, or by any Authority, being not more than the maximum number of two (2) adult persons per Bedroom.

4.2 This by-law does not apply if all of the adults who reside in the Lot are related to each other. A person is related to another person who resides in the Lot if:

- (a) the person is the parent, guardian, grandparent, son, daughter, grandchild, brother, sister, uncle, aunt, niece, nephew or cousin of the other person; or
- (b) the person is such a relative of the other person's spouse or de facto partner or former spouse or de facto partner; or
- (c) the person is the spouse or de facto partner of the other person; or
- (d) the person is the carer of, or is cared for by, the other person; or
- (e) the person is the carer of, or is cared for by, the other person; or
- (f) (where the person who resides in the Lot is an Aboriginal person or a Torres Strait Islander) the person is, or has been, part of the extended family or kin of the person according to the indigenous kinship system of the person's culture.

4.3 An Owner must ensure that the maximum number of persons permitted to occupy the Lot are contained in any lease or sublease between the Owner and an Occupier of the Lot, along with a clause providing that any breach of this by-law is an event of default by the Occupier entitling the Owner to terminate the lease or sublease.

4.4 If an Occupier commits a material breach of this by-law and fails to remedy such breach within a reasonable period of time, the Owner must take steps to terminate the lease or sublease between the Owner and the Occupier as soon as practicable after the Occupier's failure to remedy the breach.

4.5 This by-law operates in addition to and not in derogation of any rights, duties or obligations arising under any provision of, or instrument issued under, any of the following:

- (a) the Environmental Planning and Assessment Act 1979 (and the regulations under it), or any other legislation or regulation replacing same;
- (b) the Act and/or Regulations; and
- (c) generally at law.

4.6 An Owner or Occupier must at all times comply with any reasonable directions of the Owners Corporation given under this by-law.

4.7 An Owner or Occupier must at all times take all reasonable steps to ensure that their invitees comply with the restrictions of this by-law.

PART 5

DEFAULT

5.1 Should the Owner or Occupier fail to comply with any obligation under this by-law:

(a) the Owners Corporation may request, in writing, that the Owner or Occupier complies with the terms of the by-law and the Owner or Occupier 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 or Occupier's breach of this by-law;

(c) the Owner or Occupier 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 5.1(b) above; and

(d) the Owners Corporation may recover from the Owner or Occupier, 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 or Occupier's breach of this by-law.

Special By-Law 14: Fire Safety, Access and Recovery of Costs (passed 14 May 2025)

1. The owner or occupier of a lot must not do anything, or permit any visitors to that lot to do anything, in or on the lot or anywhere in the building that interferes with, impedes or affects, or is likely to interfere with, impede or affect, the operation of fire safety devices, or reduce the level of fire safety in the lot or anywhere else in the building, including without limitation interference with any smoke or thermal detector or smoke or thermal alarm installed in the lot or the building or use of or interference with any fire hydrant or any other fire fighting or fire safety equipment except in the case of an emergency.
2. If an Authorised Fire Safety Inspector gives a notice to the owners corporation requiring access to any lot or lots in the strata scheme, each owner and occupier of a lot must comply with that notice and allow that access to the lot to take place at the time and date notified to that owner or occupier by the owners corporation.
3. If the owner or occupier of a lot fails to give access to the lot to an Authorised Fire Safety Inspector at the time and date notified by the owners corporation under clause 2 of this by-law and, as a result, the Authorised Fire Safety Inspector is required to attend at the lot to carry out the inspection at another time and date, the owner of the lot shall be liable for and must bear and pay the costs of that subsequent attendance or attendances by the

Authorised Fire Safety Inspector at the lot and the owners corporation may recover the same from the owner of the lot as a debt due and payable to the owners corporation.

4. If any part of the common property is damaged by the action or inaction of an owner or occupier of, or visitor to, a lot in the strata scheme, the owners corporation may, subject to the *Strata Schemes Management Act 2015*, recover from the owner of the lot as a debt due and payable by that owner, the costs incurred by the owners corporation in rectifying the damage.
5. Without limiting clause 4 of this by-law, if as a result of the action or inaction of an owner or occupier of, or visitor to, a lot in the strata scheme, the attendance occurs at the strata scheme of any of the Fire Brigades-NSW, the Police Service (NSW), the Ambulance Service of NSW (or their successors) or any other person in connection with the provision of a Utility Service in or to the strata scheme and, as a result of that attendance, a charge is imposed on the owners corporation, the owners corporation may recover the amount of that charge from the owner of the lot as a debt due and payable by that owner.
6. If the cost of any subsequent attendance or attendances of an Authorised Fire Safety Inspector as described in clause 3, the costs incurred by the owners corporation in rectifying damage as described in clause 4 or a charge imposed on the owners corporation as described in clause 5, or any part of any of those costs or charges, is not paid within one month after the date on which notice of that cost has been given to the owner, it (or so much of the cost as remains unpaid) will bear interest at the same rate as is applicable to contributions unpaid under section 85(1) of the *Strata Schemes Management Act 2015*, or if the regulations under the Act prescribe some other rate, then at that other rate.
7. If any cost or charge referred to in clause 6, or any part thereof, remains unpaid, the owners corporation may include reference to that debt (including interest thereon) on notices under section 184 of the *Strata Schemes Management Act 2015* in respect of the lot.
8. Where smoke or thermal detectors or alarms are not listed on the building's Annual Fire Safety Statement schedule, then in order to ensure the safety and protection of all owners, occupiers and visitors and compliance with the *Environmental Planning and Assessment Regulation 2000*, every owner of a lot must install in that lot one or more smoke or thermal detectors or alarms which comply with the provisions of the *Environmental Planning and Assessment Regulation 2000* and must maintain and keep in a state of good and serviceable repair and renew when necessary any and all such smoke alarms installed in that owner's lot.
9. In this by-law:
 - a. **"Authorised Fire Safety Inspector"** means a person authorised under the *Environmental Planning & Assessment Act 1979* to carry out an inspection of a building for purposes relating to fire safety;
 - b. **"Utility Service"** means any service associated with the provision of plumbing, electricity, gas, fire safety, security, cleaning or telecommunications (including cable television) services to the strata scheme;
 - c. references to the *Environmental Planning & Assessment Act 1979*, the *Environmental Planning and Assessment Regulation 2000* and the *Strata*

Schemes Management Act 2015 include any amendment, consolidation, modification, re-enactment or reprint of that Act or Regulation or provision thereof or any statute, proclamation, rule, code, regulation or ordinance replacing any of them.

Special By-Law 15: By-Law Regulating Major Works (passed 14 May 2025)

1. Major Works not permitted unless Approved

- 1.1. On the conditions set out in this by-law and with the Approval of the owners corporation, an owner may carry out Major Works to the common property in relation to their lot.
- 1.2 Upon being passed, the terms of this by-law takes precedence over any pre-existing by-law regulating Major Works. For clarity, the terms of the prior by-law continues to apply to any Major Works approved under that by-law prior to the passing of this by-law.

2. Definitions

- 2.1 In this by-law, the following terms are defined to mean:
 - a. “**Act**” means the *Strata Schemes Management Act 2015* (NSW);
 - b. “**Application**” means a request by an owner in writing to the owners corporation to carry out Major Works prior to the commencement of the proposed works and which includes the following information:
 - i the owner’s name and lot number,
 - ii. details of the work, including copies of any plans, drawings, or specifications,
 - iii the expected duration and times of the works,
 - iv. details of the persons carrying out the work including that person’s qualifications to carry out the work and licence details,
 - vii. any detail reasonably requested by the owners corporation or strata committee in relation to the proposed works.
 - c. “**Approval**” or “**Approved**” means the passing by the owners corporation of a by-law in all material respects the same as the by-law contained at **Annexure A** to this by-law authorizing the owner to carry out the works subject of their Application.
 - d. “**Building**” means and any improvements built on the parcel to which this strata scheme relates;
 - e. “**Major Works**” means works done to the common property in connection with a lot which are not cosmetic works or minor renovations within the meaning of the Act and Regulations and includes but is not limited to:

- i work involving structural changes to either a lot or the common property as part of the work,
 - ii work involving waterproofing,
 - iii work that changes the external appearance of a lot, including the installation of an external access ramp,
 - iv. work involving relocation of pipes or services,
 - v. work for which consent, or another approval is required under any other statute,
 - vi work that is authorised by a by-law made under the Act or a common property rights by-law and has been approved by special resolution at a general meeting.
 - f. **“Owner”** means an owner of a lot from time to time in this strata scheme;
 - g. **“Regulations”** means the *Strata Schemes Management Regulation 2016*.
- 2.2. Where any term used in this by-law is defined in the Act, it will have the same meaning as attributed under the Act.
- 2.3. Words importing:
- a. the singular includes the plural and vice versa; and
 - b. a gender includes any gender.
- 2.4 A reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.
- 2.5 To the extent that this by-law is inconsistent with any other by-law in force for the scheme, the terms of this by-law shall prevail to the extent of the inconsistency.

3. Conditions - Prior to Conducting Major Works

- 3.1. The owner must make an Application to the owners corporation for the Approval of the proposed Major Works prior to commencing Major Works.
- 3.2. Following receipt of an Application, the owners corporation must provide a written response to the owner within 28 days acknowledging the Application, advising of any further information required for consideration, and advising of the expected date of the meeting at which the Application would be considered.
- 3.3 The owners corporation when considering an Application to conduct Major Works:
 - a. requires the owner to:
 - i. submit to the owners corporation a motion to make an additional by-law authorising the works in all material respects the same as the by-law contained at **Annexure A** to this by-law ;

- ii. apply to the local council (or other consent authority) for development or other approval for the performance of the works or to provide written confirmation that no such approval is required;
 - b. may impose such other restrictions and obligations the owners corporation considers are reasonable and appropriate having regard to the nature of the proposed works.
- 3.4. For clarity, nothing in this by-law permits or grants an owner exclusive use or special privileges to any part of the common property to carry out Major Works.
- 3.5. Prior to undertaking Major Works, in addition to any other requirements under this by-law, the owner must obtain and provide to the strata committee:
 - a. the certificate of currency of the insurance policy of the contractor carrying out the works which is effected with a reputable insurance company reasonably acceptable to the strata committee for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - ii. any insurance required in respect of the works under the *Home Building Act 1989*; and
 - iii. workers' compensation required in accordance with applicable legislation;
 - b. a comprehensive work health and safety report detailing all potential risks and risk mitigation measures intended to be used;
 - c. the details of materials that are intended to be used including any potential risks associated with their use;
 - d. details on how common property areas including any common property parking, the foyer and access ways is intended to be used and protected throughout the duration of the intended work with access arrangements to be approved prior to the commencement of the work;
 - e. dates and times of the works intended to be carried out including the intended times and dates for use of any mechanical or noisy equipment such as jackhammers.
 - f. if required as a condition of the Approval, the bond under clause 10;
 - g. if required as a condition of the Approval, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Major Works are carried out in a good and workmanlike manner substantially in accordance with the plans, drawings and specifications provided in the Application, the works will not adversely affect the structural integrity of the Building or any part thereof; and
 - h. if required as a condition of the Approval, a dilapidation report of the common property (including the common property that services the owner's lot) and each lot affected or likely to be affected by the works.

- 3.6 The strata committee or owners corporation may, upon reasonable request, require that the owner provide additional information in relation to any of the items required by clauses 3.3 to 3.5 and reserves the right to withhold Approval of the works until it is satisfied that the owner has complied with all the by-laws and legislative requirements.
- 3.7 Unless otherwise specified in the Approval, the owner must provide 14 days' notice to the strata committee outlining the scheduled timeline of the works.

4. Conditions - Performance of the Major Works

- 4.1 In carrying out the Major Works, the owner must:
- a. ensure that the works are carried out in a good and workmanlike manner by licensed contractors in compliance with the Building Code of Australia, relevant Australian standards and all relevant legislation;
 - b. ensure that the works are carried out in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot;
 - c. ensure that the works are carried out substantially in accordance with the plans, drawings and specifications contained in the Application and as Approved, if council approval is required, as approved by the council;
 - d. not materially amend or vary the plans, drawings and specifications without the further approval in writing of the owners corporation and, if required, the council;
 - e. take reasonable precautions to protect all areas of the Building outside the owner's lot from damage by the works or by the transportation of constructions materials, equipment and debris including areas used for transportation i.e. lifts, corridors etc.;
 - f. ensure that all construction materials, equipment, debris and other material associated with the works is transported over common property in the manner reasonably directed by the strata committee;
 - g. ensure that no construction materials, equipment, debris and other material associated with the works is deposited on the common property at all or on the pavement outside the Building unless prior arrangements have been made by the owner or the owner's contractor with the strata committee for the use and siting of a rubbish skip or dump bin;
 - h. ensure that all areas of the common property outside the owner's lot which are affected by the works are kept clean and tidy throughout the performance of the works and that the common property is left clean and tidy;
 - i. ensure that, so far as is reasonably practicable, the works are performed wholly within the owner's lot;
 - j. subject to any consent conditions of council, ensure that the works are only performed between the hours of 8.00 a.m. and 5.00 p.m. Monday to Friday, and not at all on Saturday, Sunday or any public holiday or as otherwise approved by council;

- k. ensure that heavy machinery works, such as the use of a jackhammer or drill, are only used between the hours of 10:30am – 3:00pm Monday to Friday and at no other times;
- l. ensure that no doors or access ways are blocked, or propped open or hindered in any way by the owner's contractor, their employees, servants or agents or by construction materials, equipment, debris and other material associated with the works;
- m. ensure that the works do not interfere with or damage the common property (other than as is Approved) or the property of any other lot owner or occupier;
- n. ensure that neither the owner nor the owner's contractor, their employees, servants or agents use any of the owners corporation's garbage bins to store or cart debris, building materials, tools or equipment and that common property electricity outlets are not used during the course of the works
- o. ensure that any damage caused by the owner or the owner's contractor, their employees, servants or agents in the performance of the works to common property is repaired to its original condition by a qualified licensed tradesperson within a reasonable period after that damage occurs;
- p. ensure that, subject to any extension of time required by reason of any supervening event or circumstance beyond the owner's reasonable control, the works are completed within three months of their commencement or such longer period of time as the strata committee, acting reasonably, permits;
- q. not create noise, fumes, odours, excessive dust, that causes discomfort, disturbance or interference with activities of any other Occupier of the building;
- r. ensure that the existing security measures of the building comprising the strata scheme is maintained throughout the performance of the works;
- s. ensure that care is taken not to activate the building's fire alarm system as a result of smoke, dust, steam, vapour or other causes;
- t. ensure that the works are carried out by duly licensed contractors, copies of such licenses must be provided to the owners corporation or strata committee upon request;
- u. in performing the works the owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, order and requirements by the owner's agents and contractors; and
- v. comply with any directions of the owners corporation or the strata committee, in relation to carrying out the works.
- w. permit a strata committee member to inspect the lot as agreed to in writing, and consent to video evidence recordings to be made of non-compliant works.

- x. comply with a direction of the strata committee to stop works immediately should the owner fail to comply with the by-laws or relevant legislation.

5. Completion of Works

- 5.1. The owner must within 28 days of completion of the Major Works, provide to the strata committee any certificate or report required by this by-law and must notify the strata committee in writing of the completion of the works.
- 5.2. If the approval of the council is required to carry out any Major Works, on completion of the work the owner must provide the strata committee with a certificate that the works comply with the conditions of any council approval.

6. Maintenance of the Major Works

- 6.1. The owner must, at the owner's cost, maintain the fixtures and fittings installed in the course of the Major Works in a state of good and serviceable repair and must renew or replace those fixtures and fittings when necessary.
- 6.2. The owner must properly maintain and keep the Major Works and the common property to which they are attached in a state of good and serviceable repair.

7. Cost and Risk of the Major Works

- 7.1. Any Major Works (including their repair, maintenance, replacement or removal) are undertaken at the cost and risk of the owner.
- 7.2. The owner shall bear the costs of the owners corporation including the costs of the managing agent for the purpose of any Approval including, where required, the making, registering and enforcing any by-law.
- 7.3. The owner shall bear the costs incurred by the owners corporation should the owner fail to comply with any of the conditions on the by-law and in particular under clause 7.

8. Liability and Indemnity

- 8.1. The owner is liable for any damage caused to any part of the common property, and any lot (including their lot), or other property arising from the Major Works and will make good that damage promptly after it has occurred.
- 8.2. The owner indemnifies the owners corporation and each other lot owner and occupier against any legal liability, loss, damage, claim or proceedings that relates to the installation, performance, maintenance, replacement or removal of the Major Works on or from the common property including but not limited to any liability under section 122(6) of the Act in respect of any property of the owner.

9. Right to Remedy Upon Default

- 9.1. If an owner fails to comply with any obligation under this by-law, then the owners corporation may:
 - a. carry out all work necessary to perform that obligation;

- b. in accordance with the provisions of the Act enter upon any part of the parcel to carry out that work;
 - c. recover the costs of carrying out that work from the owner.
- 9.2. The costs referred to in paragraphs 9.1 of this by-law may include any costs incurred by the owners corporation in carrying out any building repair work, security call-out charges, after hours building management or agency fees, strata management fees, administrative and reasonable legal costs to issue correspondence or any notices pursuant to this by-law and any other reasonable cost expended by the owners corporation in rectifying any damage occasioned to the common property by the respective owner or in enforcing the terms of this by-law against the owner of the lot.
- 9.3. If the costs referred to in paragraphs 9.1 and 9.2 of this by-law, or any part thereof, are not paid at the end of one month after the date of notice of that cost has been served on the owner, the costs (or any part that remains unpaid) shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt any costs payable by the owner pursuant to this by-law, together with any interest payable and the reasonable expenses of the owners corporation incurred in recovering those amounts.

10. Bond

- 10.1 It may be a condition of any Approval that before commencing the building works, the owner must pay to the owners corporation an amount of \$2,000.00 (or some other amount as determined by the owners corporation having regard to the extent of the works by the owner) to be held by the owners corporation as a bond during the works.
- 10.2 The bond is to be:
- (a) applied by the owners corporation towards the cost of rectifying any damage to the common property by the owner or by any other breach of the conditions of the by-law.
 - (b) to be retained by the owners corporation if the works are not completed in accordance with the terms and conditions of this by-law.
 - (c) refunded to the owner (in whole or, if any part is applied pursuant to this by-law, then only as to the balance) after compliance with the conditions of this by-law.

Electronic signature of me, Robert Fothergill
affixed by me, or at my direction on 30/05/2025



Annexure A to Special By-law XXX

Special By-Law No. [insert special by-law no.] – Authorisation of Building Works in Lot [insert lot no.]

Grant of Special Privilege and Exclusive Use Right

1.1 On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the “Owner”) of Lot [insert lot number] (the “Lot”) shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

a. [insert description of works]

all as depicted on the drawings attached to an forming part of this by-law at Annexure A (“Plans”) [delete this clause if not applicable]

Conditions

- 2.1 The Owner must, have obtained a copy of Special By-Law – (insert by-law number) By-law Regulating Major Works
- 2.2. The Owner acknowledges that they have read and understood the terms and conditions of Special By-law – (insert by-law number) By-law Regulating Major Works
- 2.3 The terms and conditions contained in Special By-law – (insert by-law number) By-law Regulating Major Works for carrying out Major Works as defined in that by-law are imported into this by-law.
- 2.4 The Owner acknowledges that they must comply with the terms and conditions for Building Works set out in Special By-Law – (insert by-law number) Regulating Major Works.

Annexure A

[insert plans as required]

Electronic signature of me, Robert Fothergill
affixed by me, or at my direction on 30/05/2025



Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

Leave this space clear. Affix additional pages to the top left-hand corner.

**Strata Schemes Management Act 2015
Real Property Act 1900**

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

For the common property CP/SP51660

(B) **LODGED BY**

Document Collection Box	Name	Andrew Fairfield	CODE CH
	Company	Kerin Benson Lawyers	
	Address	Suite 9.01, 46 Market Street, Sydney NSW 2000	
	E-mail	andrew@kerinbensonlawyers.com.au Contact Number (02) 8706 7060	
	Customer Account Number (IF APPLICABLE) Reference	008598	

(C) The Owner-Strata Plan No. 51660 certify that a special resolution was passed on 14/5/2025
 (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows

(E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. Special By-law 14; Special By-law 15
 Amended by-law No. Special By-law 4
 as fully set out below :
 Special By-law 4 see Annexure A pages 14 to 17;
 Special By-law 14 see Annexure A pages 39 to 41;
 Special By-law 4 see Annexure A pages 41 to 48.

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.

(G) The seal of The Owners-Strata Plan No. 51660 was affixed on 30/05/2025 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : 

Name : Robert Fothergill

Authority : Strata Manager

Electronic signature of me,
Robert Fothergill affixed by me,
or at my direction on 30/05/2025



Signature : _____

Name : _____

Authority : _____



**LAND
REGISTRY
SERVICES**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP51660

SEARCH DATE	TIME	EDITION NO	DATE
20/2/2025	12:49 PM	12	27/8/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 51660
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CROWS NEST
LOCAL GOVERNMENT AREA NORTH SYDNEY
PARISH OF WILLOUGHBY COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP51660

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 51660
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- STRATA ONE PTY LTD
PO BOX 889
NARRABEEN NSW 2101

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AQ295692 INITIAL PERIOD EXPIRED
- 3 AU356535 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 51660

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	149	2	168	3	168	4	150
5	129	6	153	7	168	8	160
9	207	10	135	11	117	12	150
13	153	14	150	15	207	16	150
17	156	18	129	19	129	20	112
21	116	22	160	23	220	24	250
25	243	26	121	27	156	28	156
29	156	30	203	31	150	32	163
33	137	34	137	35	110	36	113
37	113	38	258	39	246	40	160
41	160	42	156	43	207	44	162
45	259	46	168	47	188	48	168
49	235	50	172	51	184	52	270
53	192	54	176	55	176	56	194
57	285	58	240				

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP51660

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

dda2249000

PRINTED ON 20/2/2025

Obtained from NSW LRS on 20 February 2025 11:49 AM AEST

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MINUTES OF STRATA COMMITTEE MEETING

STRATA PLAN: 51660

ADDRESS: 78-80 Alexander Street, Crows Nest

Minutes of the meeting of the Strata Committee of the Owners - Strata Plan 51660 held on **Sunday, 8th February, 2026** onsite in Unit 45/78-80 Alexander Street, Crows Nest commencing at **2:10pm**.

PRESENT:

Lot#	Unit#	Attendance	Owner Name
53	53	Yes	Joanne McFarlane
39	39	Yes	Orada Abhay
52	52	Yes	Sandra Rassinger
24	24	Yes	Brian Fong

IN ATTENDANCE: Denise Nicholls – Building manager (45)

APOLOGIES: Laurel Mimmo

CHAIRPERSON: Orada Abhay

1 DISCLOSURE OF PECUNIARY INTEREST

Resolved there is no declaration by a member of the committee of any direct or indirect pecuniary interest in relation to a matter being considered at this meeting and resolve how that declaration shall be accommodated at the meeting.

2 MINUTES

Resolved that the minutes of the last Strata Committee meeting on 10th August 2025 were accepted as a true record and accurate account of that meeting.

3 FINANCIAL

Resolved that The Financials for Strata Plan No. 51660 was presented for discussion. Shown that we are overspending in the admin fund, but we have not spent most of the money we set aside for capital works.

Resolved that \$60k of funds to be moved into the lift replacement fund, move it up on the priority list.

Admin Fund	
Costs	
Budget	\$ 185,024.00

Spent to Date	\$ 186,713.00
Revenue	
Budget	\$ 183,456.00
Earned to Date	\$ 186,409.02

Capital Works Fund	
Costs	
Budget	\$ 170,250.00
Spent to Date	\$ 88,838.15
Revenue	
Budget	\$ 174,720.00
Earned to Date	\$ 178,257.12

3 GAS ACCOUNT

There has been no further action by AGL regarding the outstanding amount.

4 DAMPNESS in UNIT No 9 , 24, 25, 38 & 39.

Discussed that it has been hard to find other contractors that may be available to quote the rectification works.

Resolved that the following actions were agreed upon:

- Ori to contact a known bricklayer and enquire whether scope is within his capability to quote and
- More Remediation Contractors to be contacted to widen scope of available contractors

5 LIFT

Resolved that the Strata Committee contact JCA Lift consultants who completed the original tender documentation in 2023 to review and update the specification and include the option for smart lift programming to each floor and restart the project timeline.

Lift replacement placed on a priority for the building for replacement, as we were informed during the recent lift outage that we are definitely on 'borrowed time' with the lift and it is becoming increasingly difficult to obtain parts.

Resolved that Sandra to be project lead.

6 SYDNEY WATER CONNECTION

Updated and reviewed Sydney Water Services coordinator and engineer fee proposals obtained to move forward with the process.

Resolved that the Strata Committee approve the following fee proposals:

- Rose Atkins Rimmer Infrastructure (RAR) Pty Ltd for Portable Water Amplification at \$24,732.55 and that the Strata Committee authorises the Treasurer to sign the Consultancy Agreement.
- Erbas Services Fire Engineering Design and Consultation fee of \$7500 will take us to construction including liaison with RAR, and construction assistance will be \$5500 and that the Strata Committee authorises the Treasurer.

Following actions agreed upon:

- Brian to organize zoom meetings for initial consultation with engineers and certifier
- Ori to review council application process to be reviewed and updated at next meeting

7 GENERAL REPAIRS & MAINTENANCE

Resolved that the following actions be taken:

- a) Ori to obtain quotes to finalizing the painting of awning around external of building with an option of concrete render bulkheads, and the look to completing this month.
- b) Footpath outside FaceTime is still an issue and requires more remedial contractors to quote. Ori to obtain some contractors if possible.

8 UNIT 51 – LEAK NEAR WINDOW

Discussed that the following action be taken

- a) Denise to check with Tai Irwin on whether gutters have been cleared from that section and whether it can be accessed from juliette balcony

9 FURNITURE AND PLANTERS ON 4TH FLOOR TERRACE

Discussed that some pots from Ori to be transferred to the terrace to help spruce the area. Soil to be purchased.

1 DISCUSSION TOPICS

Resolved that the Strata Committee discussed the following items:

- Ori to take over noise in pipes issue in building

2 BUILDING MANAGERS REPORT

Resolved that the Building Manager needs to discuss with Strata Life splitting of duties to help manage the workload.

Next Strata Committee meeting scheduled for Sunday 19th April 2026 at 2:00 pm.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 3:45p.m.

MINUTES OF STRATA COMMITTEE MEETING

STRATA PLAN: 51660
ADDRESS: 78-80 Alexander Street, Crows Nest

Minutes of the meeting of the Strata Committee of the Owners – Strata Plan 51660 held on Sunday, 02 November 2025 at Unit 45, 78-80 Alexander Street, CROWS NEST commencing at 1:04pm.

PRESENT:

Lot#	Unit#	Attendance	Owner Name
12	12	Yes	Mimmo, Laurel
24	25	Yes	Fong, Brian
39	39	Yes	Abhay, Orada
45	45	Yes	Nicholls, Denise
52	52	Yes	Rassinger, Sandra
53	53	Yes	MacFarlane, Joanne

IN ATTENDANCE: Denise Nicholls – Building Manager

CHAIRPERSON: Denise Nicholls

Meeting Minutes

1. DISCLOSURE OF PECUNIARY INTEREST

RESOLVED that there were no pecuniary interests to consider

2. MINUTES

RESOLVED that the minutes of the last Strata Committee Meeting were accepted as a true record and accurate account of that Meeting.

3. FINANCIAL POSITION

RESOLVED that Financials for SP 51660 were presented for discussion and approval as follows (actual totals are to date):

Admin Fund

Revenue Budget: \$183,456
Revenue Actual: \$139,697

Expenses Budget: \$185,024
Expenses Actual: \$131,265

Capital Fund

Revenue Budget: \$174,720
Revenue Actual: \$134,462

Expenses Budget: \$170,250
Expenses Actual: \$ 83,434

Summary:

- Budgeted Admin spend of \$185,024, actual spend of \$131,265
- Capital Works:
 - Budgeted revenue of \$174,720 currently at \$134,462
 - Budgeted spend of \$170,250, have spent \$83,434

4. GAS ACCOUNT

The Strata Life advised that there is no evidence of a current Gas Account in the Chart of Accounts. AGL are now chasing the outstanding debt from prior to 2021 but will not release the actual amount outstanding because the Strata Plan does not currently have an account with them. The Strata Life have now opened an account and are awaiting advice from AGL.

RESOLVED that the account is to be paid when the meter is read and AGL advises the amount outstanding.

5. DAMPNES IN UNIT 9, WORK TO BE DONE IN UNITS 38, 39, 24 & 25

Brian Fong not satisfied that this window is identical with those previously repaired. Hire a Hubby have declined the quote for repairs to Units 38 & 39, with repercussions in Units 24 & 25 – and maybe Unit 9.

RESOLVED that Brian will look at the No 9 window again before advising steps for repairs.

RESOLVED that Ori put forward further suggestions for another builder.

6. PEST MANAGEMENT

Reports that rodents had been seen in a header box on the Ground Floor, so rodent baits were re-done as a matter of urgency.

RESOLVED that no further action is required.

7. NEW TENANT IN UNIT 49

RESOLVED that Building Manager's actions providing temporary keys and speaking with Owner was appropriate.

8. OYSTER AND WALL LIGHTS

RESOLVED that the lights be recounted and obtain an updated quote to immediately update all lights.

9. GARBAGE ROOM ROLLER DOOR

RESOLVED that The Strata Life backcharge the tenant through the Managing Agent.

10. WATER INGRESS TO CAR PARK

The plumber has found that there is a large amount of shale (about 10 cm) in the pits on B/5.

RESOLVED that the Site Manager in No 88 be asked to clear the shale from the pits.

11. PET WASTE

RESOLVED that The Strata Life be asked to send a Notice, together with the Pet By-Law to all residents reminding all that pet waste needs to be bagged before placing in garbage bin.

NEW BUSINESS

- FIRE FIGHTING WATER – SPRINKLER SYSTEM

RESOLVED that Brian Fong will examine the recent quote from Erbas, combining it with other relevant quotes to move another step towards resolving the water issue.

- PROPOSED DEVELOPMENT 70-76 ALEXANDER STREET

RESOLVED that submissions be sent to North Sydney Council regarding the proposed building height impacting sunlight on the southern side of 78-80 Alexander Street.

- WATER HAMMER

There is noise impacting several units and the Plumber is currently unable to identify the origin. The pattern is random where noise is being heard throughout the building.

RESOLVED that three arrestors be placed into pipes on B/1 at an approximate cost of \$2,000.00

Once arrestors are installed it was suggested that a trial of residents not using washing machines for one night in an endeavour to find out if this affects the noise if it can still be heard.

- **88 ALEXANDER STREET – CRANE**

RESOLVED that crane positioning is monitored and if movement over boundaries is seen, discuss with the Site Manager, and consider contacting SafeWork Australia if problem persists.

- **PAYMENT PLAN – UNIT No 26**

Unit is tenanted; owners are yet to make first payment on the Payment Plan. From 27th October 2025 we are unable to charge the lot with costs associated with debt collection.

RESOLVED that Strata Life telephone owners to try to resolve the matter.

- **FIRST FLOOR MARIJUANA SMOKE**

This has been a problem for some time and additional Notices prohibiting any form of smoking in the building have been displayed, together with the By-Law. Letters have previously been sent to all First Floor residents.

RESOLVED that The Strata Life send letters again.

- **ROOF**

Tai Irwin inspected the roof as part of the search for anything causing water noises. They found work not competently finished off, paperwork belonging to TomKat, flashings finishing before edge of tiles, loose screws, use of a large amount of silicone and broken tiles. The Committee was concerned that there is a risk of leaking through skylight due to unsatisfactory or unfinished installation.

RESOLVED that the Strata Life write to Tomkat requesting that any unfinished work be completed and requesting removal of debris left behind according to a large number of photos.

- **COMPULSARY TRAINING FOR STRATA COMMITTEE MEMBERS**

Committee were advised that new Strata Laws coming in include compulsory training for Committee Members to educate them on the roles and responsibilities, legal obligations, etc. commencing in 2026.

RESOLVED that The Strata Life be asked for further details.

- EXTENSION OF APPOINTMENT

RESOLVED that the Strata Committee SP 51660 in accordance with Section 50 (4) of the Strata Schemes Management Act 2015 (the Act):

(a) Extend the existing appointment of Strata Life Pty Ltd as strata managing agent of SP 51660 which is due to expire on 12 February 2026 with the existing terms, fees and charges for a period terminating on 12 May 2026.

(b) the Owners Corporation continues the delegation to the Agent all of the functions of:

(i) the Owners Corporation (other than those listed in section 52 (2) of the Act); and

(ii) its chairperson, treasurer, secretary and Strata Committee, necessary to enable the Agent to carry out the 'agreed services' and the 'additional services' as defined in the agreement about to expire; and

(c) the delegation to the Agent is to be subject to the conditions and limitations in the existing Agreement about to expire.

- PROPOSED HERB GARDEN COMMON TERRACE

Post Meeting discussions agreed on an idea to install portable garden plots on L/4.

- MEETING DATE

The date of the next Meeting will be at the end of February 2026.

The Meeting closed at 2.26 pm

MINUTES OF STRATA COMMITTEE MEETING

STRATA PLAN: 51660

ADDRESS: 78-80 Alexander Street, Crows Nest

Minutes of the meeting of the Strata Committee of the Owners – Strata Plan 51660 held on Sunday, 10 August 2025 at Unit 45, 78-80 Alexander Street, CROWS NEST commencing at 4.02 pm.

PRESENT:

Lot#	Unit#	Attendance	Owner Name
12	12	Yes	Mimmo, Laurel
25	25	Yes	Fong, Brian
39	39	Yes	Orada Abhay
45	45	Yes	Nicholls, Denise
52	52	Yes	Rassinger, Sandra
53	53	By Phone	Joanne MacFarlane

IN ATTENDANCE: Denise Nicholls – Building Manager

CHAIRPERSON: Orada Abhay

Meeting Minutes

1. MINUTES

RESOLVED that the minutes of the last Strata Committee meeting were accepted as a true record and accurate account of that meeting.

2. FINANCIAL POSITION

Resolved that Financials for SP 51660 were presented for discussion and approval as follows:

Admin Fund

Revenue budget: \$183,456

Revenue actual: \$ 93,506

Expenses budget: \$185,024

Expenses actual: \$ 60,395

Capital Fund

Revenue budget: \$174,720

Revenue actual: \$ 89,046

Expenses budget: \$170,250

Expenses actual: \$ 16,485

Summary:

- Budgeted admin spend of \$185,000, actual spend of \$60,000
- Capital works:
 - Budgeted revenue of \$174,000, currently at \$89,000.
 - Budgeted spend of \$170,000, have spent \$16,000 transfer additional \$60,000 to Term Deposit for lift replacement.
 - \$80,000 currently allocated for lift replacement works; Term Deposit balance will be \$140,000.

UPDATE ON WATER PRESSURE

Update on the water pressure affecting the building basement fire sprinkler system - from the survey and information on water access to the new water main for 88 Alexander Street:

RERI undertook a water hydraulics modelling assessment (water pressure test) for No. 88 to check water pressure to the new building. The verbal report indicated that we should be able to tap in to the new mains, but we have not been able to access the actual report.

RESOLVED that quotes will be required for:

- a water services coordinator who will work with Sydney Water and a hydraulics engineer.
- A fire engineer who would need to confirm a 20% buffer.

Actions

1. Denise will ask No.88 site manager for the best contact at Perifa to request a copy of the water hydraulics modelling assessment report for our use.
2. Brian will chase the quotes for the Water services coordinator and hydraulics engineer.
3. Ori will continue looking into council applications for the works.

3. CORRESPONDENCE

Deliveries – AMAZON, in conjunction with Quatrix, have offered to provide access to the foyer for parcel deliveries.
Service is free, for now.

RESOLVED that the service be declined.

4. BUILDING MANAGER'S REPORT

EXTERNAL CABLES ON THE NORTHERN FACE OF THE BUILDING

Demolition of the buildings to our north exposed NBN cables. The Site Manager advised that these cables should be safe during construction of the new wall. The site was investigated by Champion Electrical who decided that in the event of the cables becoming dislodged he would be able to core hole from Unit 4 to an NBN junction box adjacent to the driveway in our building, excluding the external cabling.

UNIT 54 - STAINS ON BATHROOM CEILING

AGC, original roofers are no longer in operation so we are not able to access recourse.

RESOLVED to appoint TomKat Roofing to carry out repairs for a quoted price of \$5,200.

LOADING DOCK

Noted that locking Loading Dock doors has successfully deterred residents from leaving unwanted items.

HALLWAY - LIGHT FITTINGS

The hallway lights are nearing the end of their expected life. Several replacements have been trialled.

It was suggested that the light fitting currently installed on L/3 be accepted and that the supplier be asked whether buying in bulk would reduce the cost, but it was agreed that the quoted price was acceptable.

RESOLVED that the existing light fittings cannot be replaced all at once but can be replaced as each one fails; the remainder to be replaced when funds are available.

UNIT 38 - NEW OWNER

The new owner has expressed concern about water running across his balcony during heavy rain.

RESOLVED that Building Manager assess the problem when residents move in.

CAR PARK – WATER SEEPING INTO B/3

RESOLVED that Building Manager ask Site Manager from No 88 to investigate.

FIRST FLOOR – PERVASIVE SMOKE SMELL

There have been reports of an ongoing smell of both marijuana and vape smoke.

RESOLVED that Strata Manager send a letter and copy of By-laws to each of the residents on L/1 and that the Building Manager put up notices in the hallway.

5. NEW BUSINESS

- No new water leaks reported in units.
- Rodent problem has settled, for now.
- Social get-together afternoon of Sunday 2nd November

6. MEETING DATE

The date of the next meeting will be 1pm Sunday 2nd November 2025.

Meeting closed at 4:48 pm.

MINUTES OF AN ANNUAL GENERAL MEETING

THE OWNERS CORPORATION - STRATA PLAN 51660

ADDRESS OF STRATA SCHEME: 78-80 Alexander Street, CROWS NEST NSW 2065

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of the Owners Strata Plan No. 51660 was held on Wednesday, 14 May 2025 via Zoom at 6:00 PM.

PRESENT:

L Mimmo (12)
E Grace (28)
O Abhay (39)
D Nicholls (45)
S Rassinger (52)
J McFarlane (53)

PRESENT BY PROXY: B Fong (24) and O Sieur (50) proxy to D Nicholls; C Chan (48) to J McFarlane

IN ATTENDANCE: Jana Antelmann on behalf of Strata Life.

- An unidentified person joined the meeting, but did not unmute or identify themselves despite several requests from the chairperson to do so. After a final warning, the chairperson proceeded to remove the unidentified caller from the meeting.

CHAIRPERSON & SECRETARY: Jana Antelmann was elected as Chairperson and Secretary of the meeting by invitation and the chairperson declared a quorum after 30 minutes.

1 MINUTES

RESOLVED: That the Owners Corporation - Strata Plan 51660 confirm the minutes of the last general meeting held on 5/06/2024 as a true record and accurate account of that meeting.

2 INSURANCES

RESOLVED: That the Owners Corporation - Strata Plan 51660:

- Confirmed the insurance policies currently in place and authorised the Committee with increasing, altering or adding to the policies;
- Confirmed no additional insurances are required and authorised the Committee to enact additional insurances as referred to in Act section 165 (2) if deemed necessary ;
- Acknowledged their obligation to provide/disclose to the insurer, either upon renewal or throughout the policy period, any item requiring disclosure under the policy including, but not limited to a Work Health and Safety report, defects reports, asbestos reports etc;
- Authorised the Managing Agent to renew the insurances in accordance with the insurer or brokers recommendation if no alternate instruction has been received from the Committee prior to the renewal date; and
- Instruct the Strata Manager NOT to engage a registered valuer to undertake a valuation for insurance purposes and further authorise the managing agent to forward a copy to the insurer.

3 FIRE SAFETY MEASURES

RESOLVED: That the Owners Corporation - Strata Plan 51660 considered the Annual Fire Safety Statement, determined any action required and further authorise the Managing Agent, Building Manager or Committee to engage an accredited practitioner (fire safety practitioner), sign and affix the common seal of the Owners Corporation (in accordance with Section 273 of the Act) to documents as may be necessary in relation to the lodgement of the next Annual Fire Safety Statement.

4 COMMON PROPERTY SAFETY REPORT

MOTION DEFEATED: That the Owners Corporation - Strata Plan 51660 appoint a consultant to undertake a safety report of the common property to identify any unforeseen risks that may affect the common areas.

5 ASBESTOS SURVEY REPORT

MOTION DEFEATED: That the Owners Corporation - Strata Plan 51660 appoint a consultant to undertake an asbestos survey of the common property.

6 WINDOW LOCK DEVICES

MOTION DEFEATED: That the Owners Corporation - Strata Plan 51660 undertake an inspection of all window child safety devices previously installed to windows and that the Managing Agent be authorised to engage an appropriately qualified third party to undertake this inspection.

7 OTHER COMPLIANCE MEASURES

RESOLVED: That the Owners Corporation - Strata Plan 51660 consider the following additional compliance measures And determine the following actions are required:

- Lift
- Anchor Points

8 PEST INSPECTION & TREATMENT

RESOLVED: That the Owners Corporation - Strata Plan 51660 appoint a contractor to undertake a pest treatment of the common property.

9 UTILITY SUPPLY AGREEMENTS

RESOLVED: That the Owners Corporation - Strata Plan 51660 considered any agreement for the supply of electricity, gas or any other utility and agreed that the managing agent be authorised to enter into a utility agreement if beneficial for the scheme up to a maximum agreement term of 3 years.

10 CAPITAL WORKS FUND FORECAST

MOTION DEFEATED: That the Owners Corporation - Strata Plan 51660 engage a suitably qualified consultant to prepare a capital works forecast.

BUILDING DEFECTS AND RECTIFICATION

MOTION WITHDRAWN That the Owners Corporation - Strata Plan 51660 consider whether or not the scheme contains building defects and whether any rectification works are required, and if so authorise the Managing Agent and/or Committee to:

- a. Engage relevant building experts to inspect the property and provide a report;
- b. Notify the original owner and builder of any defects and rectification works or suspected building defects; and
- c. Notify the home warranty insurer of any defects or potential defects.

11 FINANCIAL INFORMATION

RESOLVED: That the Owners Corporation - Strata Plan 51660 adopt the statement of key financial information prepared by the Owners Corporation for the administrative and the capital works funds for the 12 months ending 28/02/2025, together with the auditor's report.

12 KEY DEPOSITS

RESOLVED: That the Owners Corporation - Strata Plan 51660 absorb the key deposit noted on the balance sheet as income.

Note - All keys and fobs purchased are non-refundable.

13 AUDITOR

RESOLVED: That the Owners Corporation - Strata Plan 51660 undertake an audit for the current financial period and appoint Economos as the auditor.

14 LEVY COLLECTION

RESOLVED: That the Owners Corporation - Strata Plan 51660 authorise the Managing Agent and Strata Committee, for the purpose of collecting levy contributions, interest and recovery costs, to do any of the following:

- a. Levy Recovery Step 1: issue a reminder levy notice after 35 days from the levy due date;
- b. Levy Recovery Step 2: issue 1st levy recovery letter after 64 days from the levy due date;
- c. Levy Recovery Step 3: issue 2nd levy recovery letter after 94 days from the levy due date;
- d. Levy Recovery Step 4: after 103 days after the original date the levy was due, and where the debt is in excess of \$500.00, to appoint the services of a debt collection agency, seek legal advice, the provision of legal services for the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest, remove interest payable for late contributions, approve payment plans generally or for specific lot owners, the engagement of Solicitors and/or counsel for the purposes of proceedings, the managing agent to instruct the Solicitor and/or legal counsel in relation to the advice, services or action.

Note: Strata Manager will contact Strata Committee before a debt is handed over to a debt collection agency

15 COMMISSIONS AND TRAINING SERVICES

RESOLVED: That the Owners Corporation - Strata Plan 51660 note the report from the Managing Agent included in the meeting agenda on commissions and training services received and expected to be received.

16 BUDGET & LEVY CONTRIBUTIONS

RESOLVED: That the Owners Corporation - Strata Plan 51660:

- a. Adopted the estimated receipts and payments (budget) for the Administrative and Capital Works Funds included in the agenda.
- b. Determined that the following amounts are to be levied to raise the estimated contributions:
Administrative Fund, the sum of **\$201,801.60** (Including GST)
Capital Works Fund, the sum of **\$192,192.00** (Including GST)
- c. Determined that those amounts are to be paid by regular equal instalments on:
1/09/2025, 1/12/2025, 1/03/2026, 1/06/2026.
- d. Determined that the Administrative and Capital Works Funds contributions be continued at quarterly intervals until further determined.

17 STRATA COMMITTEE

RESOLVED: That the Owners Corporation - Strata Plan 51660:

a. Received and recorded nominations for election to the Committee:

Lauren Mimmo (12)

Orada Abhay (39)

Densie Nicholls (45)

Sandra Rassinger (52)

Joanne McFarlane (53)

Brian Fong (24)

b. Received and recorded any "connections" with the original owner (developer) or Building Manager disclosed by the candidates for election to the Committee in accordance with the Act.

- Connection disclosed: Denise Nicholls is the Building Manager for this property

c. Determined the number of members of the Committee as six [6];

d. Elected the nominated candidates to the Committee.

Notes: as the number of nominations equalled the number of members of the Committee, the chairperson declared those who nominated be elected to the Committee.

18 RESTRICTED MATTERS

RESOLVED: That the Owners Corporation - Strata Plan 51660 impose no additional restrictions on the Committee.

19 ANNUAL REPORTING REQUIREMENTS

RESOLVED: That the Owners Corporation - Strata Plan 51660 authorised the Managing Agent to provide information, documents and updates to NSW Fair Trading required under sections 43, 43A, 43B and 43C of the Regulations and determine that the emergency contact person for the scheme is: Denise Nicholls (45).

20 BY-LAW REVIEW

RESOLVED: That the Owners Corporation - Strata Plan 51660 reviewed the by-laws of the scheme, including any by-law motions included with this agenda and authorise the managing agent to engage a solicitor to carry out a consolidation of any changes to the by-laws.

21 BY-LAW FIRE COST

RESOLVED: That the Owners Corporation - Strata Plan 51660 by SPECIAL RESOLUTION pursuant to section 136 & 141 of the Strata Schemes Management Act 2015 to make an additional by-law for Fire Safety, Access and Recovery of Costs in the terms and conditions as attached to these Minutes.

Voting by Unit Entitlement:

For - 1863

Against - 0

Abstain - 0

22 BY-LAW REGULATING MAJOR WORKS

RESOLVED: That the Owners Corporation - Strata Plan 51660 by SPECIAL RESOLUTION pursuant to sections 136 and 141 of the Strata Schemes Management Act 2015 to amend Special By-Law 4: Major Works to add the following paragraph to the by-law:

11. Following the passing of Special By-Law X "By-Law regulating Major Works" on 14/05/2025, that by-law takes precedence in respect of future works. The terms of this by-law remain relevant to any works approved under it prior to the passing of special by-law "By-Law regulating Major Works".

Voting by Unit Entitlement:

For - 1863

Against - 0

Abstain - 0

RESOLVED: That the Owners Corporation - Strata Plan 51660 by SPECIAL RESOLUTION pursuant to sections 136 and 141 of the Strata Schemes Management Act 2015 to add to the registered by-laws for the scheme with a by-law for Regulating Major Works as attached to these Minutes.

Voting by Unit Entitlement:

For - 1863

Against - 0

Abstain - 0

23 ELECTRONIC VOTING

RESOLVED: That the Owners Corporation - Strata Plan 51660 approve, pursuant to section 14, 14A and 15 of the Regulations:

- a. Voting by means of teleconference, video-conferencing, email or other electronic means while participating in a meeting from a remote location for the Owners Corporation and Strata Committee; and
- b. The adoption of voting wholly by pre-meeting electronic voting by means of email or voting website for any meeting of the Owners Corporation and Strata Committee.

24 MEETING DATE

RESOLVED: That the Owners Corporation - Strata Plan 51660 set the date of the next Annual General Meeting for Wednesday, 13 May 2026 and authorise the Committee and Managing Agent to amend that date if required.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 6:41 PM.

Notes:

- Denise Nicholls reported that General Maintenance is on track and that a solution for downpipes and drainage from balconies is being investigated
- Special thanks to the members of the Strata Committee for their work

MINUTES OF STRATA COMMITTEE MEETING

THE OWNERS CORPORATION - STRATA PLAN 51660

ADDRESS OF STRATA SCHEME: 78-80 Alexander Street, CROWS NEST NSW 2065

DATE, PLACE & TIME OF MEETING: A meeting of the Strata Committee of the Owners Corporation - Strata Plan 51660 was held on Wednesday, 14 May 2025.

PRESENT: Lauren Mimmo, Orada Abhay, Densie Nicholls, Sandra Rassinger, Joanne McFarlane

APOLOGIES: Brian Fong

IN ATTENDANCE: Jana Antelmann on behalf of Strata Life

CHAIRPERSON & SECRETARY: Jana Antelmann was elected as Chairperson and Secretary of the meeting by invitation

1. DISCLOSURE OF PECUNIARY INTEREST

NOTED: That the Strata Committee - Strata Plan 51660 received no declarations at the meeting of any pecuniary interests by any member of the Strata Committee.

2. MINUTES:

RESOLVED: That the Strata Committee - Strata Plan 51660 approved the minutes of the last Strata Committee meeting and confirmed them as a true record and accurate account of that meeting.

3. OFFICE BEARERS:

RESOLVED: That the Strata Committee - Strata Plan 51660 elected the following Office Bearers of the Strata Committee:

- Chairperson: Orada Abhay
- Secretary: Orada Abhay
- Treasurer: Sandra Rassinger

4. LIFT

RESOLVED: That the Strata Committee - Strata Plan 51660 authorised the strata managing agent to obtain an Annual Safe To Operate/Maintenance Certificate for the lift(s). This is to be provided by the lift maintenance contractor for registration of the lifts with Safe Works NSW (All lifts).

Closure: That all business being concluded, the chairperson declared the meeting closed at 6:45 PM.

Special By-Law No. **: Fire Safety, Access and Recovery of Costs

1. The owner or occupier of a lot must not do anything, or permit any visitors to that lot to do anything, in or on the lot or anywhere in the building that interferes with, impedes or affects, or is likely to interfere with, impede or affect, the operation of fire safety devices, or reduce the level of fire safety in the lot or anywhere else in the building, including without limitation interference with any smoke or thermal detector or smoke or thermal alarm installed in the lot or the building or use of or interference with any fire hydrant or any other fire fighting or fire safety equipment except in the case of an emergency.
2. If an Authorised Fire Safety Inspector gives a notice to the owners corporation requiring access to any lot or lots in the strata scheme, each owner and occupier of a lot must comply with that notice and allow that access to the lot to take place at the time and date notified to that owner or occupier by the owners corporation.
3. If the owner or occupier of a lot fails to give access to the lot to an Authorised Fire Safety Inspector at the time and date notified by the owners corporation under clause 2 of this by-law and, as a result, the Authorised Fire Safety Inspector is required to attend at the lot to carry out the inspection at another time and date, the owner of the lot shall be liable for and must bear and pay the costs of that subsequent attendance or attendances by the Authorised Fire Safety Inspector at the lot and the owners corporation may recover the same from the owner of the lot as a debt due and payable to the owners corporation.
4. If any part of the common property is damaged by the action or inaction of an owner or occupier of, or visitor to, a lot in the strata scheme, the owners corporation may, subject to the *Strata Schemes Management Act 2015*, recover from the owner of the lot as a debt due and payable by that owner, the costs incurred by the owners corporation in rectifying the damage.
5. Without limiting clause 4 of this by-law, if as a result of the action or inaction of an owner or occupier of, or visitor to, a lot in the strata scheme, the attendance occurs at the strata scheme of any of the Fire Brigades-NSW, the Police Service (NSW), the Ambulance Service of NSW (or their successors) or any other person in connection with the provision of a Utility Service in or to the strata scheme and, as a result of that attendance, a charge is imposed on the owners corporation, the owners corporation may recover the amount of that charge from the owner of the lot as a debt due and payable by that owner.
6. If the cost of any subsequent attendance or attendances of an Authorised Fire Safety Inspector as described in clause 3, the costs incurred by the owners corporation in rectifying damage as described in clause 4 or a charge imposed on the owners corporation as described in clause 5, or any part of any of those costs or charges, is not paid within one month after the date on which notice of that cost has been given to the owner, it (or so much of the cost as remains unpaid) will bear interest at the same rate as is applicable to contributions unpaid under section 85(1) of the *Strata Schemes Management Act 2015*, or if the regulations under the Act prescribe some other rate, then at that other rate.

7. If any cost or charge referred to in clause 6, or any part thereof, remains unpaid, the owners corporation may include reference to that debt (including interest thereon) on notices under section 184 of the *Strata Schemes Management Act 2015* in respect of the lot.
8. Where smoke or thermal detectors or alarms are not listed on the building's Annual Fire Safety Statement schedule, then in order to ensure the safety and protection of all owners, occupiers and visitors and compliance with the *Environmental Planning and Assessment Regulation 2000*, every owner of a lot must install in that lot one or more smoke or thermal detectors or alarms which comply with the provisions of the *Environmental Planning and Assessment Regulation 2000* and must maintain and keep in a state of good and serviceable repair and renew when necessary any and all such smoke alarms installed in that owner's lot.
9. In this by-law:
 - a. "**Authorised Fire Safety Inspector**" means a person authorised under the *Environmental Planning & Assessment Act 1979* to carry out an inspection of a building for purposes relating to fire safety;
 - b. "**Utility Service**" means any service associated with the provision of plumbing, electricity, gas, fire safety, security, cleaning or telecommunications (including cable television) services to the strata scheme;
 - c. references to the *Environmental Planning & Assessment Act 1979*, the *Environmental Planning and Assessment Regulation 2000* and the *Strata Schemes Management Act 2015* include any amendment, consolidation, modification, re-enactment or reprint of that Act or Regulation or provision thereof or any statute, proclamation, rule, code, regulation or ordinance replacing any of them.

Special By-Law **X** – By-Law Regulating Major Works

1. Major Works not permitted unless Approved

- 1.1. On the conditions set out in this by-law and with the Approval of the owners corporation, an owner may carry out Major Works to the common property in relation to their lot.
- 1.2. Upon being passed, the terms of this by-law takes precedence over any pre-existing by-law regulating Major Works. For clarity, the terms of the prior by-law continues to apply to any Major Works approved under that by-law prior to the passing of this by-law.

2. Definitions

2.1 In this by-law, the following terms are defined to mean:

- a. **“Act”** means the *Strata Schemes Management Act 2015* (NSW);
- b. **“Application”** means a request by an owner in writing to the owners corporation to carry out Major Works prior to the commencement of the proposed works and which includes the following information:
 - i the owner’s name and lot number,
 - ii details of the work, including copies of any plans, drawings, or specifications,
 - iii the expected duration and times of the works,
 - iv details of the persons carrying out the work including that person’s qualifications to carry out the work and licence details,
 - vii any detail reasonably requested by the owners corporation or strata committee in relation to the proposed works.
- c. **“Approval”** or **“Approved”** means the passing by the owners corporation of a by-law in all material respects the same as the by-law contained at **Annexure A** to this by-law authorizing the owner to carry out the works subject of their Application.
- d. **“Building”** means and any improvements built on the parcel to which this strata scheme relates;
- e. **“Major Works”** means works done to the common property in connection with a lot which are not cosmetic works or minor renovations within the meaning of the Act and Regulations and includes but is not limited to:
 - i work involving structural changes to either a lot or the common property as part of the work,
 - ii work involving waterproofing,
 - iii work that changes the external appearance of a lot, including the installation of an external access ramp,
 - iv work involving relocation of pipes or services,

- v. work for which consent, or another approval is required under any other statute,
 - vi work that is authorised by a by-law made under the Act or a common property rights by-law and has been approved by special resolution at a general meeting.
- f. **“Owner”** means an owner of a lot from time to time in this strata scheme;
- g. **“Regulations”** means the *Strata Schemes Management Regulation 2016*.
- 2.2. Where any term used in this by-law is defined in the Act, it will have the same meaning as attributed under the Act.
- 2.3. Words importing:
- a. the singular includes the plural and vice versa; and
 - b. a gender includes any gender.
- 2.4 A reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.
- 2.5 To the extent that this by-law is inconsistent with any other by-law in force for the scheme, the terms of this by-law shall prevail to the extent of the inconsistency.

3. **Conditions - Prior to Conducting Major Works**

- 3.1. The owner must make an Application to the owners corporation for the Approval of the proposed Major Works prior to commencing Major Works.
- 3.2. Following receipt of an Application, the owners corporation must provide a written response to the owner within 28 days acknowledging the Application, advising of any further information required for consideration, and advising of the expected date of the meeting at which the Application would be considered.
- 3.3 The owners corporation when considering an Application to conduct Major Works:
- a. requires the owner to:
 - i. submit to the owners corporation a motion to make an additional by-law authorising the works in all material respects the same as the by-law contained at **Annexure A** to this by-law ;
 - ii. apply to the local council (or other consent authority) for development or other approval for the performance of the works or to provide written confirmation that no such approval is required;
 - b. may impose such other restrictions and obligations the owners corporation considers are reasonable and appropriate having regard to the nature of the proposed works.
- 3.4. For clarity, nothing in this by-law permits or grants an owner exclusive use or special privileges to any part of the common property to carry out Major Works.

- 3.5. Prior to undertaking Major Works, in addition to any other requirements under this by-law, the owner must obtain and provide to the strata committee:
- a. the certificate of currency of the insurance policy of the contractor carrying out the works which is effected with a reputable insurance company reasonably acceptable to the strata committee for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - ii. any insurance required in respect of the works under the *Home Building Act 1989*; and
 - iii. workers' compensation required in accordance with applicable legislation;
 - b. a comprehensive work health and safety report detailing all potential risks and risk mitigation measures intended to be used;
 - c. the details of materials that are intended to be used including any potential risks associated with their use;
 - d. details on how common property areas including any common property parking, the foyer and access ways is intended to be used and protected throughout the duration of the intended work with access arrangements to be approved prior to the commencement of the work;
 - e. dates and times of the works intended to be carried out including the intended times and dates for use of any mechanical or noisy equipment such as jackhammers.
 - f. if required as a condition of the Approval, the bond under clause 10;
 - g. if required as a condition of the Approval, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Major Works are carried out in a good and workmanlike manner substantially in accordance with the plans, drawings and specifications provided in the Application, the works will not adversely affect the structural integrity of the Building or any part thereof; and
 - h. if required as a condition of the Approval, a dilapidation report of the common property (including the common property that services the owner's lot) and each lot affected or likely to be affected by the works.
- 3.6 The strata committee or owners corporation may, upon reasonable request, require that the owner provide additional information in relation to any of the items required by clauses 3.3 to 3.5 and reserves the right to withhold Approval of the works until it is satisfied that the owner has complied with all the by-laws and legislative requirements.
- 3.7 Unless otherwise specified in the Approval, the owner must provide 14 days' notice to the strata committee outlining the scheduled timeline of the works.

4. Conditions - Performance of the Major Works

- 4.1 In carrying out the Major Works, the owner must:

- a. ensure that the works are carried out in a good and workmanlike manner by licensed contractors in compliance with the Building Code of Australia, relevant Australian standards and all relevant legislation;
- b. ensure that the works are carried out in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot;
- c. ensure that the works are carried out substantially in accordance with the plans, drawings and specifications contained in the Application and as Approved, if council approval is required, as approved by the council;
- d. not materially amend or vary the plans, drawings and specifications without the further approval in writing of the owners corporation and, if required, the council;
- e. take reasonable precautions to protect all areas of the Building outside the owner's lot from damage by the works or by the transportation of constructions materials, equipment and debris including areas used for transportation i.e. lifts, corridors etc.;
- f. ensure that all construction materials, equipment, debris and other material associated with the works is transported over common property in the manner reasonably directed by the strata committee;
- g. ensure that no construction materials, equipment, debris and other material associated with the works is deposited on the common property at all or on the pavement outside the Building unless prior arrangements have been made by the owner or the owner's contractor with the strata committee for the use and siting of a rubbish skip or dump bin;
- h. ensure that all areas of the common property outside the owner's lot which are affected by the works are kept clean and tidy throughout the performance of the works and that the common property is left clean and tidy;
- i. ensure that, so far as is reasonably practicable, the works are performed wholly within the owner's lot;
- j. subject to any consent conditions of council, ensure that the works are only performed between the hours of 8.00 a.m. and 5.00 p.m. Monday to Friday, and not at all on Saturday, Sunday or any public holiday or as otherwise approved by council;
- k. ensure that heavy machinery works, such as the use of a jackhammer or drill, are only used between the hours of 10:30am – 3:00pm Monday to Friday and at no other times;
- l. ensure that no doors or access ways are blocked, or propped open or hindered in any way by the owner's contractor, their employees, servants or agents or by construction materials, equipment, debris and other material associated with the works;
- m. ensure that the works do not interfere with or damage the common property (other than as is Approved) or the property of any other lot owner or occupier;

- n. ensure that neither the owner nor the owner's contractor, their employees, servants or agents use any of the owners corporation's garbage bins to store or cart debris, building materials, tools or equipment and that common property electricity outlets are not used during the course of the works
- o. ensure that any damage caused by the owner or the owner's contractor, their employees, servants or agents in the performance of the works to common property is repaired to its original condition by a qualified licensed tradesperson within a reasonable period after that damage occurs;
- p. ensure that, subject to any extension of time required by reason of any supervening event or circumstance beyond the owner's reasonable control, the works are completed within three months of their commencement or such longer period of time as the strata committee, acting reasonably, permits;
- q. not create noise, fumes, odours, excessive dust, that causes discomfort, disturbance or interference with activities of any other Occupier of the building;
- r. ensure that the existing security measures of the building comprising the strata scheme is maintained throughout the performance of the works;
- s. ensure that care is taken not to activate the building's fire alarm system as a result of smoke, dust, steam, vapour or other causes;
- t. ensure that the works are carried out by duly licensed contractors, copies of such licenses must be provided to the owners corporation or strata committee upon request;
- u. in performing the works the owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, order and requirements by the owner's agents and contractors; and
- v. comply with any directions of the owners corporation or the strata committee, in relation to carrying out the works.
- w. permit a strata committee member to inspect the lot as agreed to in writing, and consent to video evidence recordings to be made of non-compliant works.
- x. comply with a direction of the strata committee to stop works immediately should the owner fail to comply with the by-laws or relevant legislation.

5. Completion of Works

- 5.1. The owner must within 28 days of completion of the Major Works, provide to the strata committee any certificate or report required by this by-law and must notify the strata committee in writing of the completion of the works.
- 5.2. If the approval of the council is required to carry out any Major Works, on completion of the work the owner must provide the strata committee with a certificate that the works comply with the conditions of any council approval.

6. Maintenance of the Major Works

- 6.1. The owner must, at the owner's cost, maintain the fixtures and fittings installed in the course of the Major Works in a state of good and serviceable repair and must renew or replace those fixtures and fittings when necessary.
- 6.2. The owner must properly maintain and keep the Major Works and the common property to which they are attached in a state of good and serviceable repair.

7 Cost and Risk of the Major Works

- 7.1. Any Major Works (including their repair, maintenance, replacement or removal) are undertaken at the cost and risk of the owner.
- 7.2. The owner shall bear the costs of the owners corporation including the costs of the managing agent for the purpose of any Approval including, where required, the making, registering and enforcing any by-law.
- 7.3. The owner shall bear the costs incurred by the owners corporation should the owner fail to comply with any of the conditions on the by-law and in particular under clause 7.

8. Liability and Indemnity

- 8.1. The owner is liable for any damage caused to any part of the common property, and any lot (including their lot), or other property arising from the Major Works and will make good that damage promptly after it has occurred.
- 8.2. The owner indemnifies the owners corporation and each other lot owner and occupier against any legal liability, loss, damage, claim or proceedings that relates to the installation, performance, maintenance, replacement or removal of the Major Works on or from the common property including but not limited to any liability under section 122(6) of the Act in respect of any property of the owner.

9. Right to Remedy Upon Default

- 9.1. If an owner fails to comply with any obligation under this by-law, then the owners corporation may:
 - a. carry out all work necessary to perform that obligation;
 - b. in accordance with the provisions of the Act enter upon any part of the parcel to carry out that work;
 - c. recover the costs of carrying out that work from the owner.
- 9.2. The costs referred to in paragraphs 9.1 of this by-law may include any costs incurred by the owners corporation in carrying out any building repair work, security call-out charges, after hours building management or agency fees, strata management fees, administrative and reasonable legal costs to issue correspondence or any notices pursuant to this by-law and any other reasonable cost expended by the owners corporation in rectifying any damage occasioned to the common property by the respective owner or in enforcing the terms of this by-law against the owner of the lot.
- 9.3. If the costs referred to in paragraphs 9.1 and 9.2 of this by-law, or any part thereof, are not paid at the end of one month after the date of notice of that cost

has been served on the owner, the costs (or any part that remains unpaid) shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt any costs payable by the owner pursuant to this by-law , together with any interest payable and the reasonable expenses of the owners corporation incurred in recovering those amounts.

10. Bond

10.1 It may be a condition of any Approval that before commencing the building works, the owner must pay to the owners corporation an amount of \$2,000.00 (or some other amount as determined by the owners corporation having regard to the extent of the works by the owner) to be held by the owners corporation as a bond during the works.

10.2 The bond is to be:

- (a) applied by the owners corporation towards the cost of rectifying any damage to the common property by the owner or by any other breach of the conditions of the by-law.
- (b) to be retained by the owners corporation if the works are not completed in accordance with the terms and conditions of this by-law.
- (c) refunded to the owner (in whole or, if any part is applied pursuant to this by-law, then only as to the balance) after compliance with the conditions of this by-law.

Annexure A to Special By-law XXX

Special By-Law No. *[insert special by-law no.]* – Authorisation of Building Works in Lot *[insert lot no.]*

Grant of Special Privilege and Exclusive Use Right

1.1 On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the “**Owner**”) of Lot *[insert lot number]* (the “**Lot**”) shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

a. *[insert description of works]*

all as depicted on the drawings attached to an forming part of this by-law at Annexure A (“**Plans**”) *[delete this clause if not applicable]*

Conditions

2.1 The Owner must, have obtained a copy of Special By-Law – *(insert by-law number)* By-law Regulating Major Works

2.2. The Owner acknowledges that they have read and understood the terms and conditions of Special By-law – *(insert by-law number)* By-law Regulating Major Works

2.3 The terms and conditions contained in Special By-law – *(insert by-law number)* By-law Regulating Major Works for carrying out Major Works as defined in that by-law are imported into this by-law.

2.4 The Owner acknowledges that they must comply with the terms and conditions for Building Works set out in Special By-Law – *(insert by-law number)* Regulating Major Works.

Annexure A

[insert plans as required]

MINUTES OF A STRATA COMMITTEE MEETING

THE OWNERS CORPORATION - STRATA PLAN 51660

ADDRESS OF STRATA SCHEME: 78-80 Alexander Street, CROWS NEST NSW 2065

DATE, PLACE & TIME OF MEETING: A Strata Committee Meeting of The Owners Strata Plan No. 51660 was held on Sunday, 04 May 2025 at Unit 45, 78-80 Alexander Street, CROWS NEST. The meeting commenced at 04:00 PM.

Present: Sandra Rassinger, Denise Nicholls

By phone: Ori Abhay, Joanne McFarlane

Apologies: Brian Fong

MEETING AGENDA:

1 DISCLOSURE OF PECUNIARY INTEREST

That the meeting note any declaration by a member of the committee of any direct or indirect pecuniary interest in relation to a matter being considered at this meeting and resolve how that declaration shall be accommodated at the meeting.

None applicable

2 MINUTES

That the Strata Committee - Strata Plan 51660 confirm the minutes of the last Strata Committee meeting as a true record and accurate account of that meeting.

Minutes not presented or reviewed

3 FINANCIAL POSITION

That the Strata Committee - Strata Plan 51660 consider the financial position of the Owners Corporation and discuss any required actions.

Treasurer gave an update of the Financial Position

4 TREE ROOTS IN ALEXANDER STREET

That the Strata Committee - Strata Plan 51660 discuss contacting council to discuss the trees on council land encroaching onto the property

Strata Life are to be requested to ask North Sydney Council to investigate

5 LOCKS AND KEYS

That the Strata Committee - Strata Plan 51660 discuss having all common property doors and locks audited to make sure they are all compliant and do not require replacing

Committee agreed that Building Manager contact Lock, Stock & Barrel to investigate any handles and locks in need of repair

6 COMMON PROPERTY LIGHT FITTINGS

That the Strata Committee - Strata Plan 51660 discuss the options available in relation to the common property lighting, replace all or continue repairing when required.

The existing lights are no longer available. Ori to get quote to replace all internal Oyster Lights which will be included in the next Financial Year Budget. In the interim any non-functioning lights are to be replaced with similar lights

7 LEAK FROM WILLOUGHBY LANE FOOTPATH

That the Strata Committee - Strata Plan 51660 discuss the fact that Sydney Remedial is no longer trading, further discussion is required around engaging a new contractor to complete the works already quoted for (Funds have already been allocated).

Ori will provide contact details of a suitable contractor to carry out the work. Building Manager to send the original quote to Ori

8 EXTERNAL MOULD ON SOUTH SIDE OF BUILDING

That the Strata Committee - Strata Plan 51660 discuss how to clean and maintain in the future.

Ori will find a suitable contractor. This was previously done by abseilers.

9 REMOVAL OF THE WALL ADJACENT TO BUILDING

That the Strata Committee - Strata Plan 51660 have a discussion required around the extreme methods being used to remove the wall, noticeable shaking of the building while works are being done

If possible Building Manager to take videos

10 CLEANING OF GUTTERS, ROOF & DOWNPIPES

That the Strata Committee - Strata Plan 51660 discuss the options of engaging a new contractor to clean the roof, gutters and downpipes. Access required to some balconies for this work to be done.

There is currently very little access to building balconies for cleaning of header boxes and downpipes. This is causing water problems with Plane Trees permanently dropping vast quantities of leaves, blocking water egress. Strata Life to be asked for guidance on how to achieve this.

11 MEETING DATE

That the Strata Committee - Strata Plan 51660 set the date of the next Meeting and authorise the Committee and Managing Agent to amend that date if required.

This will be at the AGM on 14th May 2025

**MINUTES OF A GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 51660**

ADDRESS OF STRATA SCHEME: 78-80 ALEXANDER STREET, CROWS NEST

DATE, PLACE & TIME OF MEETING: A General Meeting of The Owners - Strata Plan No. 51660 was held on Tuesday 11th February, 2025 Via Zoom. The meeting commenced at 5:31 PM.

PRESENT:

- L. Mimmo (12)
- E. Yasuda (20)
- B. Fong (24)
- P. Roach (38)
- O. Abhay (39)
- S. Scanlen (43)
- D. Nicholls (45)
- J. Lui (46)
- A. Collins (47)
- S. Rassinger (52)
- J. McFarlane (53)

PRESENT BY PROXY:

- N. Jiang (1)
- K. Havill (27)
- Carrybat Pty Ltd (31)
- Carrybat PL & R. Norman (32)
- S. Aziz (41)
- J. Lui (46)
- C. Chan (48)
- O. Sieur (50)

IN ATTENDANCE: J. Gregg (Stata Life)

CHAIRPERSON & SECRETARY: S. Rassinger was elected Chair and O. Abhay was elected Secretary

1. MINUTES

RESOLVED: That the minutes of the last general meeting of the Owners Corporation held on 05/06/2024 be confirmed as a true record and account of the proceedings at that meeting with the below amendments:

Clause 9 Contributions

The dollar figure in the text is incorrect.

It should read:

- a) To the Administrative Fund – at the rate of \$201,801.60 incl. GST per annum payable quarterly in advance
- b) To the Capital Works Fund – at the rate of \$192,192.00 incl. GST per annum payable quarterly in advance

2. TERMINATION OF STRATA MANAGING AGENT

RESOLVED: That the Owners – Strata Plan No 51660 terminate the appointment of Strata One as managing agent for the strata scheme and revoke all the delegations of the owners corporation's powers, authorities, duties and functions made to it pursuant to section 52 of the Strata Schemes Management Act 2015.

That the termination and revocation have effect from 12th February, 2025.

3. APPOINTMENT OF NEW STRATA MANAGING AGENT

(a) **RESOLVED:** The Owners – Strata Plan No. 51660 by ordinary resolution in accordance with section 49 of the *Strata Schemes Management Act 2015* to appoint Strata Life Pty Ltd (ABN: 627 346 598) as strata managing agent from the 13th February, 2025, on the terms and conditions set out in the proposed strata management agency agreement, a copy of which is tabled at this meeting and the strata managing agent be delegated:

- (i) all of the functions of the owners corporation (other than those listed in section 52(2) of the *Strata Schemes Management Act 2015*) and, the functions of chairperson, secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the Agreement;
- (ii) the delegation to the agent is subject to the conditions and limitations listed in the Agreement;

(b) **RESOLVED:** the owners corporation is to execute the Agreement to give effect to this appointment and delegation;

(c) **RESOLVED:** the strata committee is to nominate a representative under the Agreement; and

(d) **RESOLVED:** authority is given to:

- A. if there are two or more members of the strata committee, two members of the strata committee; and/or
- B. if the owners corporation has only one or two owners, those owners,

to affix the common seal of the owners corporation to the Agreement in accordance with section 273 of the *Strata Schemes Management Act 2015*.

(e) **RESOLVED:** That Robert Fothergill of Strata Life Pty Ltd be elected as the Public Officer of the Strata Scheme.

The Chairperson declared the meeting closed at 5:45 PM

MINUTES OF STRATA COMMITTEE MEETING

STRATA PLAN: 51660

ADDRESS: 78-80 Alexander Street, Crows Nest

Minutes of the meeting of the Strata Committee of the Owners - Strata Plan 51660 held on Sunday, 10th November 2024 onsite in Unit 45, 78-80 Alexander Street Crows Nest commencing at 4.00 pm.

PRESENT:

Lot #	Unit #	Attendance	Owner Name
24	24	Yes	Fong, Brian
39	39	Yes	Abhay, Orada
43	43	Yes	Scanlen, Sally
45	45	Yes	Nicholls, Denise
52	52	Yes	Rassinger, Sandra

IN ATTENDANCE: Denise Nicholls – Building Manager (45)

CHAIRPERSON: Orada Abhay

MINUTES

1 MINUTES

RESOLVED that Minutes of the ECM held on 18th August 2024 were confirmed.

Previous note from last meeting:

Strata One have confirmed that the inflated rate increase of 8.8% will be applied to the three next three levy payments, 1/9/24, 1/12/24 1/3/25.

2 FINANCIALS

RESOLVED that Financials for SP 51660 were presented for discussion and approval as follows:

Admin fund:

Revenue budget: \$183,456

Revenue actual: \$134,469.74 (with 4 months to go)

Expenses budget: \$187,641

Expenses actual: \$146,055.75 (with 4 months to go)

Capital fund:

Revenue budget: \$174,720

Revenue actual: \$132,605.38 (with 4 months to go)

Expenses budget: \$175,250

Expenses actual: \$36,861.50 + \$80,000 (with 4 months to go)

Note: Expenses in Admin are currently higher than anticipated. Major over-spend is Plumbing & Drainage. We need to move some of the costs to the Capital fund.

New Term Deposit Account in the name of Lift Replacement has been opened with deposit of \$80,000 for a duration of 6 months (funds transferred from the Capital Works Levies received to date).

3 BUILDING MANAGER UPDATE

L/1 Bicycle & Scooter Area

All bikes and scooters that were not registered were cut free on 12 October. Those remaining unclaimed will be cleaned and/or repaired and sold or given to charity. They are temporarily located in the old gym until removal is effected.

RESOLVED that all bikes and scooters are now registered with the Building Manager.

4 ANNUAL FIRE SAFETY STATEMENT

RESOLVED that final details of AFSS has been submitted by Ori Abhay to Strata One on 9th August 2024 and this has been confirmed by North Sydney Council.

Please Note: Original work order for *Formiga1* was not sent to the correct address by Strata One, which did not allow time for *Formiga1* to submit the information.

5 CAPITAL WORKS ITEM - WATER MAIN CONNECTION FOR FIRE COMPLIANCE

Task – Ori Abhay to obtain Surveyor Fee 15th Nov 2024

Task – Ori Abhay to review other items from DA Approval with program timelines and approximate budget 22nd Nov

Task – Brian Fong to engage relevant architect to draw elevations of scope of works once survey received Dec 2024

6 COMMON AREA PAINTING

Quotes currently being organised for the common areas in the building.

Dark Blue suggested for unit front doors.

7 WATER PENETRATION

UNIT 1

The below has been carried out:

- Clean and repoint east facing and north facing brick wall immediately above awning to Unit 1.
- Repointing to reach minimum 5 courses above the brick ledge to the units above.
- Brick ledge to be cleaned of moss prior to repointing. Mortar colour to match existing.
- Apply new exterior silicone seal to 1 x East facing window (Unit 6) and 1 x North facing window (Unit 22) above.
- Application involves removal of security screens in the same method as completed in L1 South facing window.

For access, existing polycarbonate sheets to the awning to be removed and reinstated where necessary. These works were carried out.

8 UNIT 12

Unit 12 continues to have a leak from the top bedroom window.
RESOLVED to have adjacent downpipe cleaned.

9 SOUTHERN WINDOWS

RESOLVED to seal and repair first floor windows in the same manner as eastern windows

10 AIR BNB BY-LAW

By Law has been registered.

The bookings for Unit 6 will end in March and the unit will revert to normal tenancy from then. The locked box has been removed.

Number 2 has three more bookings till January and normal tenancy will resume. Their locked box will then be removed, along with the hook attached to the inside of the letter box.

11 PET BY-LAW

Unit 31 tenant still to sign the Strata form to register her pet and submit the completed form to the Committee for approval and permission to keep dog as per By-Law. She also has a cat which contravenes the By-law

12 STORAGE CAGES/GENERAL CLEANING

Enquiries will be made as to whether cages can be installed within fire rules in Old Gym.

Cleaning of carpark, bike storage area and gym will take place on November 18th.

Rubbish removal from loading dock and CCTV room will take place on Sunday, 17th Nov (9am) prior to council cleanup.

Sandra Rassinger has taken electrical goods to Artarmon Waste and donated Artwork from old foyer to St Vinnies.

13 WATER METER

Unit 14 needs water meter replacement which could incur plumbing cost of around \$2,500.00.

RESOLVED that cost to be covered if necessary

NEXT MEETING: February 16 2025

CLOSURE: There being no further business, the meeting closed at 5:06 pm.

MINUTES OF ANNUAL GENERAL MEETING

STRATA PLAN: 51660

ADDRESS: 78-80 Alexander Street, Crows Nest

Minutes of the Annual General Meeting of the Owners Corporation, Strata Plan 51660 was held on 5/06/2024 at the office of Strata One, 8/12 Rickard Road, Narrabeen via video conference and commenced at 6:00pm.

PRESENT:

Lot #	Unit #	Attendance	Owner Name	Representative
20	20	Yes	Yasuda, Emi	
24	24	Yes	Fong, Brian	
38	38	Yes	Roach, Paul	
39	39	Yes	Abhay, Orada	
43	43	Yes	Scanlen, Sally	
45	45	Yes	Nicholls, Denise	
48	48	Yes	Chan, Carrie	McFarlane, Joanne (U53)
52	52	Yes	Rassinger, Sandra	
53	53	Yes	McFarlane, Joanne	

IN ATTENDANCE: Brisbane, Peter and Ferguson, Vanessa representing Strata One.

QUORUM: As an initial quorum could not be achieved, the owners present waited the prescribed period before the Chairperson, with the agreement of those owners present, declared that a quorum had been constituted.

CHAIRPERSON: Brisbane, Peter at the request of the meeting.

MINUTES

- MINUTES**
Resolved that the Minutes of the last General Meeting held on 23/11/2023 be confirmed and adopted.
- AUDITED FINANCIAL STATEMENTS**
Resolved to adopt the Audited Statement of Accounts supplied by Strata One Pty Limited for the twelve months ending 29/02/2024.
- MAINTENANCE SCHEDULE OF THE OWNERS CORPORATION**
Resolved that the Owners Corporation in accordance with Section 106 (1) of the Strata Schemes Management Act 2015 adopt the proposed maintenance schedule as included in the attached annual calendar with an allocation for each item outlined in proposed Administration budget.

4 **FIRE SAFETY**

Resolved that the Owners Corporation complete regular fire safety maintenance required under the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021 (servicing essential fire safety measures within the building).

Engage a suitably qualified consultant "Accredited Fire Safety Practitioner" to carry out an Annual Fire Safety Statement (and report) in accordance with Part 12 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021 as amended; and

To submit any corrective actions report to the Strata Committee to determine what action is required, if any; and

To delegate to the Strata Managing Agent the undertaking of seeking quotations, engaging the contractor to prepare the statement, sign the statement on behalf of the scheme, lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner and any ancillary work approved by the Strata Committee.

Furthermore, that the Strata Manager completes the works in accordance with the Agency Agreement additional duties.

5 **WATER MAINS UPGRADE - EAGLE FIRE**

Resolved that the Owners Corporation, Strata Plan 51660, RESOLVES by SPECIAL RESOLUTION to continue engaging Eagle Fire to undertake design development and specification development in accordance with the Capital Work Funds Budget. Furthermore that the Strata Committee be charged with project managing the works and appointing additional suitably qualified contractors if required to assist Eagle Fire.

Furthermore, that the Strata Committee be charged with project managing the works and appointing additional suitably qualified contractors if required to assist Eagle Fire.

6 **WH & S**

Defeated That a consultant be appointed to complete a risk assessment of the common property for the Strata Scheme.

7 **CAPITAL WORKS FUND**

Defeated That a consultant be appointed to assess the actual and expected capital works fund requirements (Capital Works Plan) in accordance with Section 80(6) of the Strata Schemes Management Act 2015.

8 **BUDGET**

Resolved to adopt the statement of expenses "budgets" prepared by Strata One and the Strata Committee pursuant to Section 79 of the Strata Schemes Management Act 2015.

9 **CONTRIBUTIONS**

Resolved that the levy contributions be determined pursuant to Sections 81 of the Strata Schemes Management Act 2015 be made as follows:

a) To the Administrative Fund - at the rate of \$183,456.00 (excl. GST) per annum payable quarterly in advance

b) To the Capital Works Fund - at the rate of \$174,720 (excl. GST) per annum payable quarterly in advance

c) That both contributions be paid in equal quarterly instalments, the first such instalment being due on 1/06/2024 and subsequent instalments being due on 1/09/2024, 1/12/2024 and 1/03/2025.

d) That contributions equal to the final instalment be due and payable and issued in the same frequency as specified above until such time as a new budget is adopted by the Owners Corporation at the next Annual General Meeting.

Administrative Fund Levy

Levy Period	Due date	Total (incl GST)
01/06/24-31/08/24	01/06/2024	\$46,201.10
01/09/24-30/11/24	01/09/2024	\$51,866.83
01/12/24-28/02/25	01/12/2024	\$51,866.83
01/03/25-31/05/25	01/03/2025	\$51,866.84
	Total	\$201,801.60
01/06/25-31/08/25	01/06/2025	\$50,450.40
01/09/25-30/11/25	01/09/2025	\$50,450.40

Capital Works Fund Levy

Levy Period	Due date	Total (incl GST)
01/06/24-31/08/24	01/06/2024	\$46,201.10
01/09/24-30/11/24	01/09/2024	\$48,663.63
01/12/24-28/02/25	01/12/2024	\$48,663.63
01/03/25-31/05/25	01/03/2025	\$48,663.64
	Total	\$192,192.00
01/06/25-31/08/25	01/06/2025	\$48,048.00
01/09/25-30/11/25	01/09/2025	\$48,048.00

The adopted provision represents a 4% levy increase over last year's rate.

10 AUDITOR

Resolved the Owners - Strata Plan No. 51660 by ordinary resolution to appoint an auditor to audit the accounts and financial statements of the Owners Corporation.

11 INSURANCE

Resolved that the Owners Corporation confirms the following;

(1) General Insurances - That the Owners Corporation note and confirm the general insurance cover as effected over the strata scheme and detailed in the meeting agenda.

(2) Office Bearers Liability Insurance - That the Owners Corporation effects/renews Office Bearer's Liability insurance to cover office holders and/or Strata Committee Members from damages claims arising as a result of an act of omission, committed or omitted in good faith in performing the functions of their office, at the existing level of cover as shown in the Insurance Summary contained within the notice of the Annual General Meeting or such other limit that may be determined by the meeting.

(3) Insurance Quotations - That the Owners Corporation authorise and delegate to the Strata Committee and Strata Managing Agent the function of obtaining three (3) quotations for insurance over the strata scheme and further that the Strata Managing Agent be authorised and directed to arrange appropriate cover (following motion appoints a broker).

(4) That the Strata Managing Agent be instructed to renew next years insurance policy through a recommended insurance broker, subject to recommendations being presented to the Strata Committee for a final decision.

(5) Valuation - That the Strata Managing Agent be authorised to arrange an annual revaluation of the building for insurance purposes for replacement.

12 REPORT ON COMMISSIONS AND TRAINING

Resolved the Owners - Strata Plan No. 51660 RESOLVES by ordinary resolution to consider the report from the strata manager as to whether, and what commissions or training services have been provided to or paid for the agent (other than the Owners Corporation) in connection with the exercise by the agent of functions for the scheme during the preceding 12 months and particulars of any such commission or training services and estimates of any such commissions or training services that the agent believes are likely to be provided to or paid for the agent in the following 12 months.

Furthermore, an insurance brokerage fee of \$3,992.37 was received in the past 12 months, and an amount of approximately \$3,995.00 in brokerage commission is

expected to be received in the next next 12 months. The equivalent of \$0.00 in training services was received in the past 12 months, and an amount of \$0.00 in training services is expected to be received in the next 12 months.

13 REPORT ON ACTIVITY UNDER DELEGATION

Resolved under the Act, the Strata Managing Agent is to report to the Owners on activities relating to its delegation under the Agency Agreement was noted.

14 GENERAL MEETING MATTERS

Resolved that The Owners - Strata Plan No. 51660 RESOLVES by ordinary resolution in accordance with clause 6(a) and 9(i) of Schedule 1 of the Strata Schemes Management Act 2016 to decide if any matter or type of matter is to be determined by the Owners Corporation in General Meeting.

15 DEBT RECOVERY

Resolved that the Owners Corporation pursuant to the Strata Schemes Management Act 2015 including section 103, for the purpose of collecting or recovering levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do any one or more of the following:

i. 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 51660;

ii. to commencing, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owners 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;

iii. enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;

iv. filing and appeal or defending an appeal against any judgment concerning the collection of levy contributions; and

v. liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

16 PAYMENT PLANS

Resolved the Owners - Strata Plan No. 51660 RESOLVES by ordinary resolution in accordance with section 85(5) of the Strata Schemes Management Act 2015 to decide whether to offer payment plans in respect of overdue contributions, either generally or in particular cases which include the following terms:

(a) the schedule of payments for the amounts owing and the period for which the plan applies;

(b) the manner in which the payments are to be made; and

(c) contact details for a member of the Strata Committee or a Strata Managing Agent who is to be responsible for any matters arising in relation to the payment plan.

17 TERM DEPOSITS

Resolved that the duly elected Treasurer be authorised to provide standing instructions to the Strata Managing Agent concerning the investment of trust funds into higher interest bearing accounts.

18 SPECIAL BY-LAW - SHORT TERM RENTAL

Resolved the Owners - Strata Plan No 51660 SPECIALLY RESOLVES pursuant to sections 137A and 141 of the *Strata Schemes Management Act 2015* to make a by-law adding to the by-laws applicable to the strata scheme on the following terms and to prepare and register an updated consolidated version of the by-laws incorporating the new by-law once made:

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Division 2 of Part 7 of the Act.
- 1.2 This by-law is to prohibit a Lot being used for the purpose of a Short-term rental accommodation arrangement where the Lot is not the principal place of residence of a person who, pursuant to the arrangement, is giving another person the right to occupy the Lot.
- 1.3 This by-law (as far as law allows) is to regulate the use of a Lot where the Lot is subject to a Short-term rental accommodation arrangement by the person who has the Lot as their principal place of residence.

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) **Administration Fee** means any reasonable administrative, cleaning, maintenance or any other costs and expenses incurred by the Owners Corporation from time to time arising as a direct result of an Owner or occupier using their Lot for a Short-term rental accommodation arrangement.
- (c) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Strata Scheme including the local council.
- (d) **Bond** means a once off payment in the amount of \$1,000.00, or another amount reasonably determined by the strata committee, payable by an Owner or occupier to the Owners Corporation for using or allowing their Lot to be used for a Short-term rental accommodation arrangement. If an amount is determined by the strata committee, the strata committee shall notify the Owner or occupier as to the amount payable prior to the Owner or occupier using their Lot for a Short-term rental accommodation arrangement. The Bond may be in the form of a bank guarantee.
- (e) **Lot** means each and every lot in the Strata Scheme.
- (f) **Owner** means the owner or owners for the time being of a Lot.
- (g) **Owners Corporation** means the Owners Corporation constituted upon registration of Strata Plan No 51660.
- (h) **Short-term rental accommodation arrangement** has the same meaning as in section 54A of the *Fair Trading Act 1987*.
- (i) **Strata Scheme** means the strata scheme relating to Strata Plan No 51660 located at 78-80 Alexander Street, Crows Nest NSW 2065.

2.2 Interpretation

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 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 invitees, executors, administrators, successors, permitted assigns or transferees;
- (g) a reference to an occupier includes that occupier's invitee;
- (h) to the extent of any inconsistency between the by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail;
- (i) 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
- (j) 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

PROHIBITION

- 3.1 Subject to section 137A of the Act, a Lot may not be used for a Short-term rental accommodation arrangement.
- 3.2 Where an Owner or occupier uses a Lot as their principal place of residence and intends on using the Lot for a Short-term rental accommodation arrangement then the Owner or occupier shall comply with the conditions contained in this by-law.
- 3.3 Notwithstanding any other by-law applicable to the Strata Scheme, the Owners Corporation shall have the following additional powers, authorities, duties and functions in the Strata Scheme on the conditions set out in Part 4.

PART 4

CONDITIONS FOR USE OF LOT

- 4.1 An Owner or occupier acknowledges and agrees that, if they intend to use their Lot for a Short-term rental accommodation arrangement under the exemption contained in section 137A of the Act (as part of their occupation of the Lot as a principal place of residence), that use may require consent from an Authority.
- 4.2 An Owner or occupier who wishes to use their Lot under the exemption contained in section 137A of the Act for a Short-term rental accommodation arrangement must, before entering into any Short-term rental accommodation arrangement for the first time:
 - (a) ensure the Lot is registered on the register established under the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*, section 102C and meets all requirements contained in the *State Environmental Planning Policy (Housing) 2021* and any other applicable laws;

- (b) provide the Owners Corporation with a copy of the registration under clause 4.2(a) of this by-law;
- (c) notify the Owners Corporation that they intend on using the Lot for a Short-term rental accommodation arrangement under the exemption;
- (d) obtain and provide to the Owners Corporation a copy of any approval required by any Authority for the use of the Lot for a Short-term rental accommodation arrangement;
- (e) if an occupier, provide to the Owners Corporation the written approval of the Owner to the occupier using the Lot for a Short-term rental accommodation arrangement;
- (f) obtain and provide to the Owners Corporation a copy of any report from a suitably qualified expert setting out any additional work health and safety requirements, fire safety requirements, or other requirements or works required to comply with any law, regulation, ordinance or covenant provisions relating to the use of the Lot for a Short-term rental accommodation arrangement;
- (g) pay the Bond to the Owners Corporation as a single payment.

4.3 An Owner or occupier who uses their Lot under the exemption contained in section 137A of the Act for a Short-term rental accommodation arrangement must, after complying with clause 4.2:

- (a) provide a notice to the Owners Corporation specifying the names of any person(s) occupying the Lot under a Short-term rental accommodation arrangement, the period of their occupancy, and the date of anticipated termination of the occupancy for each person pursuant to section 258 of the Act (each time the Lot is used for that purpose);
- (b) maintain the amount of the Bond to the amount specified or determined by the strata committee, where the amount of the Bond is reduced below that amount for any reason (including but not limited to as a result of clause 4.10 or 4.11 of this by-law).

4.4 An Owner or occupier who uses their Lot under the exemption contained in section 137A of the Act for a Short-term rental accommodation arrangement must, at their cost:

- (a) keep the Lot registered on the register specified in clause 4.2(a) of this by-law at all times and provide a copy of such registration to the Owners Corporation each time the registration is renewed and must not use the Lot for a Short-term rental accommodation arrangement where such registration is not renewed, is cancelled or is refused;
- (b) ensure the Lot at all times complies with the fire safety standard specified in the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*;
- (c) ensure the Lot at all times meets all other requirements contained in the *State Environmental Planning Policy (Housing) 2021* and any other applicable laws;
- (d) ensure the Lot is used at all times in compliance with the code of conduct established under the *Fair Trading Act 1987* and the regulations thereunder.
- (e) ensure that the Lot is not used for any purpose that is:
 - (i) a prohibited use under any planning instrument, ordinance, or law administered by any Authority associated with a Short-term rental accommodation arrangement;
 - (ii) a use prohibited by law; and
 - (iii) not in accordance with the *Fair Trading Act 1987* including the code of conduct established thereunder from time to time.

4.5 Where there is any work required to the Strata Scheme or common property in order for the use of a particular Lot to comply with any law, regulation, ordinance or covenant relating to the use for Short-term rental accommodation arrangements then the Owner or occupier shall be liable for all works and associated costs on an indemnity basis and shall not use the Lot for that

purpose until such time as all works have been completed to the reasonable satisfaction of the Owners Corporation (which may require a by-law as contemplated by section 143 of the Act).

- 4.6 An Owner or occupier must not advertise, or permit or authorise any agent, servant or contractor to advertise, that the Lot is available for the purpose of a use contrary to this by-law.
- 4.7 An Owner or occupier must, at the time of entering into any permitted Short-term rental accommodation arrangement with another person, provide a copy of the by-laws of the Strata Scheme including this by-law to that other person and must ensure that other person complies with this by-law and all of the by-laws for the Strata Scheme.
- 4.8 The Owners Corporation, strata committee or strata managing agent of the Owners Corporation may serve a notice on an Owner or occupier requiring that person to provide evidence sufficient to prove the Lot(s) so owned or occupied is/are not being used for a use prohibited by or in breach of this by-law or any law.
- 4.9 The Owners Corporation, acting reasonably, may charge an Owner or occupier the Administration Fee.
- 4.10 An Owner or occupier shall indemnify and keep indemnified the Owners Corporation from any legal liability, claims, losses, damage, costs, fees, expenses, fines and penalties of any kind incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to an Owner or occupier using a Lot for a Short-term rental accommodation arrangement.
- 4.11 Subject to any breach of this by-law and upon satisfaction by the Owners Corporation (acting reasonably) of the compliance by an Owner or occupier and any person occupying their Lot under a Short-term rental accommodation arrangement with this by-law in its entirety, the Owners Corporation shall refund the Bond to the Owner or occupier, less any costs incurred by the Owners Corporation, including the Administration Fee, for or in connection with a breach of this by-law.
- 4.12 If an Owner or occupier fails to comply with any obligation under this by-law:
 - (a) the Owners Corporation may refer the Owner or occupier to any relevant Authority;
 - (b) the Owners Corporation may request, in writing, that the Owner or occupier complies with the terms of the by-law and the Owner or occupier must take all reasonable steps to comply with the Owners Corporation's request;
 - (c) 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 or occupier's breach of this by-law;
 - (d) the Owner or occupier 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 4.12(c) above; and
 - (e) the Owners Corporation may recover from the Owner or occupier, as a debt in a forum of competent jurisdiction, the Administration Fee and all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's or occupier's breach of this by-law.

[Motion proposed by the Strata Committee]

19 SPECIAL BY-LAW - USE OF 4TH FLOOR TERRACE

Resolved the Owners - Strata Plan No 51660 SPECIALLY RESOLVES pursuant to sections 136 and 141 of the *Strata Schemes Management Act 2015* to make a new by-law adding to the by-laws applicable to the strata scheme in the following terms and to prepare an updated consolidated version

of the by-laws incorporating the new by-law, once made, and to register the consolidated by-laws by lodging a notice, in the approved form, with the Registrar-General:

SPECIAL BY- LAW NO < >

USE OF 4th FLOOR TERRACE

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Division 2 of Part 7 of the Act.
- 1.2 The purpose of this by-law is to regulate the use of the 4th Floor Terrace by Owners and Occupiers.

PART 2

DEFINITIONS & INTERPRETATION

Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **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.
- (c) **Building** means the building forming part of the Strata Scheme.
- (d) **Lot** means any lot in the Strata Plan.
- (e) **Occupier** means a person in lawful occupation of a Lot.
- (f) **Owner** means the owner or owners for the time being of a Lot.
- (g) **Owners Corporation** means the owners corporation constituted upon the registration of the Strata Plan.
- (h) **4th Floor Terrace** means the common property 4th Floor Terrace of the Building.
- (i) **Strata Committee** means the strata committee of that owners corporation established under this Act.
- (j) **Strata Plan** means Strata Plan No 51660.
- (k) **Strata Scheme** means the strata scheme relating to the Strata Plan situated at 78-80 Alexander Street, Crows Nest NSW 2065.

Interpretation

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

- (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;
- (g) to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the provisions of this by-law shall prevail;
- (h) 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
- (i) 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

GRANT OF POWER

- 3.1 In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to regulate the use of the Rooftop by Owners and Occupiers.

PART 4

CONDITIONS OF BY-LAW

- 4.1 For the purposes of preserving the safety, security and quiet enjoyment of all Owners and Occupiers and to minimise the risk of any injury or death or damage to property occurring when accessing and using the 4th Floor Terrace (including damage to the 4th Floor Terrace itself), each Owner and Occupier must:

- (a) only access and use the 4th Floor Terrace between 10:00am and 9:00pm each day, unless the Owner or Occupier obtains the prior written approval of the Strata Committee, acting reasonably, to access and use the 4th Floor Terrace outside of those hours (provided such use does not otherwise contravene this by-law or any other by-law for the Strata Scheme);
- (b) not make any noise or behave in a manner likely to:
 - (i) unreasonably interfere with another Owner's or Occupier's use or enjoyment of the 4th Floor Terrace or other common property or their Lot;
 - (ii) cause offence or embarrassment to another Owner or Occupier, or to any person lawfully using the common property or a Lot,

including but without limitation playing music at excessive levels, shouting, using profanities and not being adequately clothed;

- (c) not, unless the Owner or Occupier obtains the prior written approval of the Strata Committee, acting reasonably, permit more than 10 persons in total (including the Owner or Occupier) to access and use the 4th Floor Terrace at any one time;
- (d) not at any time take any glass of any kind onto the 4th Floor Terrace ;

- (e) not at any time start or maintain any open fire on the 4th Floor Terrace ;
- (f) not at any time smoke or vape tobacco or any other substance on the 4th Floor Terrace ;
- (g) not play any music on the 4th Floor Terrace at a level that can be heard outside of the 4th Floor Terrace before 10:00am and after 9:00pm each day, unless the Owner or Occupier obtains the prior written approval of the Strata Committee to do so;
- (h) not at any time engage in any conduct, action or behaviour likely to cause a nuisance or hazard to another Owner or Occupier, or to any person lawfully using the common property or a Lot;
- (i) comply with all reasonable directions of the Owners Corporation and the Strata Committee issued from time to time in respect of the 4th Floor Terrace , all directions, orders and requirements of any Authority relating to the use of the 4th Floor Terrace and the other by-laws for the Strata Scheme (where applicable);
- (j) keep and (after use) leave the 4th Floor Terrace clean and free of rubbish and in the same condition it was in prior to them using the 4th Floor Terrace and must not cause any damage;
- (k) not access and use the 4th Floor Terrace in a manner or for a purpose that may affect the insurance premiums payable in respect of the Building;
- (l) report to the Owners Corporation any incident they observe occurring during their access to and use of the 4th Floor Terrace within 24 hours of its occurrence including, without any limitation, any incident which may result in a claim of any kind being made against the Owners Corporation or which may affect the insurance premiums payable in respect of the Building;
- (m) report to the Owners Corporation any damage to the 4th Floor Terrace they (or their invitee) cause or observe occurring during their access to and use of the 4th Floor Terrace within 24 hours of its occurrence;
- (n) within 24 hours of their use of the 4th Floor Terrace , clean any part of the common property left unclean, untidy or defaced, including (where applicable) in a manner approved by the Owners Corporation or Strata Committee, acting reasonably;
- (o) within a reasonable timeframe and in a manner approved by the Owners Corporation or Strata Committee, acting reasonably, repair any part of the common property damaged as a result of the Owner's or Occupier's access to and use of the 4th Floor Terrace, or pay to the Owners Corporation the reasonable costs of the Owners Corporation repairing that common property;
- (p) ensure that, where alcohol is to be consumed on the 4th Floor Terrace:
 - (i) they and their invitees do not consume an amount of alcohol that results in any of them behaving in a manner that unreasonably interferes with another Owner's or Occupier's use or enjoyment of the 4th Floor Terrace, or other common property, or their Lot, or causes a nuisance or hazard of any kind;
 - (ii) they and/or their invitees leave the 4th Floor Terrace if they fail to comply with clause 4.1(p)(i) above.

4.2 Each Owner and Occupier acknowledges and agrees that:

- (a) the access to and use of the 4th Floor Terrace by them and their invitees is at their own risk and cost; and
- (b) they are liable for any loss of, or damage to, any item they take onto the 4th Floor Terrace , however such loss or damage may be caused; and
- (c) the Owners Corporation is not liable for any loss of, or damage to, any item the Owner, Occupier or their invitee takes onto the 4th Floor Terrace, however such loss or damage may be caused, except to the extent that such loss or damage is caused or contributed to by the negligence of the Owners Corporation.

- 4.3 An Owner or Occupier must indemnify 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 or the Strata Scheme, whether such part being common property or any Lot, caused by, arising out of or related to the access to and use by the Owner, Occupier or their invitee of the 4th Floor Terrace.

PART 5

DEFAULT

- 5.1 Should an Owner or Occupier fail to comply with any obligation under this by-law:
- (a) the Owners Corporation may request, in writing, that the Owner or Occupier complies with the terms of the by-law and the Owner or Occupier 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 or Occupier's breach of this by-law;
 - (c) the Owner or Occupier 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 5.1(b) above; and
 - (d) the Owners Corporation may recover from the Owner or Occupier, 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 or Occupier's breach of this by-law.

[Motion proposed by the Strata Committee]

20 SPECIAL BY-LAW - NUMBER OF ADULTS PER LOT

Resolved the Owners - Strata Plan No 51660 SPECIALLY RESOLVES pursuant to sections 137 and 141 of the *Strata Schemes Management Act 2015* to make a by-law adding to the by-laws applicable to the strata scheme in the following terms and to prepare an updated consolidated version of the by-laws incorporating the new by-law, once made, and to register the consolidated by-laws by lodging a notice, in the approved form, with the Registrar-General:

SPECIAL BY- LAW NO < >

OCCUPANCY LIMITS

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Division 2 of Part 7 of the Act.
- 1.2 The purpose of this by-law is to regulate the number of adults who may reside in a Lot by reference to the number of Bedrooms within the Lot.

PART 2

DEFINITIONS & INTERPRETATION

Definitions

- 2.1 In this by-law, unless the context otherwise requires or permits:
- (a) **Act** means the *Strata Schemes Management Act 2015*.
 - (b) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or

other authority having any jurisdiction over a Lot or the Building including but not limited to the local council, a court or a tribunal.

- (c) **Bedroom** means a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a planning approval for the Building and includes any other room prescribed by the Regulations as a bedroom for the purposes of section 137 of the Act.
- (d) **Building** means the building(s) forming part of the Strata Scheme.
- (e) **Lot** means any lot in the Strata Plan.
- (f) **Occupier** means a person in lawful occupation of a Lot.
- (g) **Owner** means the owner or owners for the time being of a Lot.
- (h) **Owners Corporation** means the owners corporation constituted upon the registration of the Strata Plan.
- (i) **Regulations** means the *Strata Schemes Management Regulation 2016*.
- (j) **Strata Plan** means Strata Plan No 51660.
- (k) **Strata Scheme** means the strata scheme relating to the Strata Plan situated at 78-80 Alexander Street, Crows Nest NSW 2065.

Interpretation

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

- (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;
- (g) a reference to an Occupier includes that Occupier's invitees;
- (h) to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the provisions of this by-law shall prevail;
- (i) 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
- (j) 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

GRANT OF POWER

- 3.1 In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to regulate the number of adults who may reside in a Lot by reference to the number of Bedrooms within the Lot.

PART 4

CONDITIONS OF BY-LAW

- 4.1 An Owner or Occupier must ensure that their Lot is not occupied by more persons than are allowed by any planning approval or other law, or by any Authority, being not more than the maximum number of two (2) adult persons per Bedroom.
- 4.2 This by-law does not apply if all of the adults who reside in the Lot are related to each other. A person is related to another person who resides in the Lot if:
- (a) the person is the parent, guardian, grandparent, son, daughter, grandchild, brother, sister, uncle, aunt, niece, nephew or cousin of the other person; or
 - (b) the person is such a relative of the other person's spouse or de facto partner or former spouse or de facto partner; or
 - (c) the person is the spouse or de facto partner of the other person; or
 - (d) the person is the carer of, or is cared for by, the other person; or
 - (e) the person is the carer of, or is cared for by, the other person; or
 - (f) (where the person who resides in the Lot is an Aboriginal person or a Torres Strait Islander) the person is, or has been, part of the extended family or kin of the person according to the indigenous kinship system of the person's culture.
- 4.3 An Owner must ensure that the maximum number of persons permitted to occupy the Lot are contained in any lease or sublease between the Owner and an Occupier of the Lot, along with a clause providing that any breach of this by-law is an event of default by the Occupier entitling the Owner to terminate the lease or sublease.
- 4.4 If an Occupier commits a material breach of this by-law and fails to remedy such breach within a reasonable period of time, the Owner must take steps to terminate the lease or sublease between the Owner and the Occupier as soon as practicable after the Occupier's failure to remedy the breach.
- 4.5 This by-law operates in addition to and not in derogation of any rights, duties or obligations arising under any provision of, or instrument issued under, any of the following:
- (a) the *Environmental Planning and Assessment Act 1979* (and the regulations under it), or any other legislation or regulation replacing same;
 - (b) the Act and/or Regulations; and
 - (c) generally at law.
- 4.6 An Owner or Occupier must at all times comply with any reasonable directions of the Owners Corporation given under this by-law.
- 4.7 An Owner or Occupier must at all times take all reasonable steps to ensure that their invitees comply with the restrictions of this by-law.

PART 5

DEFAULT

- 5.1 Should the Owner or Occupier fail to comply with any obligation under this by-law:
- (a) the Owners Corporation may request, in writing, that the Owner or Occupier complies with the terms of the by-law and the Owner or Occupier 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 or Occupier's breach of this by-law;
 - (c) the Owner or Occupier 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 5.1(b) above; and
 - (d) the Owners Corporation may recover from the Owner or Occupier, 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 or Occupier's breach of this by-law.

[Motion proposed by the Strata Committee]

21 CONSOLIDATION OF BY LAWS

Resolved the Owners Corporation RESOLVE to accept the consolidated by-laws as prepared and attached to the notice of meeting as a true and accurate representation of the by-laws of the building, and approves the filing of the consolidated by-laws with the NSW Land Registry, with a copy to be maintained by the secretary of the Owners Corporation, as required by section 141(3) of the Strata Schemes Management Act 2015.

22 RETENTION OF RECORDS (S180) OF THE OWNERS CORPORATION

Defeated That pursuant to the strata management agreement, the Owners Corporation, by way of ORDINARY RESOLUTION delegates the function for the demolition or keeping of its books and records in electronic copy or archiving of its books and records to the Strata Managing Agent.

Furthermore it was discussed that the documents still on file, in hard copy, be delivered to the Treasurer of the Strata Committee, Sandra Ressinger.

23 RESTRICTION ON STRATA COMMITTEE

Resolved that, for the purpose of Section 36 (3) of the Strata Schemes Management Act 2015, the owners present notate if any special restrictions placed on the Strata Committee in relation to matters which the Strata Committee is authorised to decide without referral to a General Meeting.

The Strata Committee discretionary spending limit is \$35,000.

24 STRATA COMMITTEE

Resolved that in accordance with Regulation 9 of the Strata Schemes Management Regulation 2016, the election of the Strata Committee takes place and that:

- a) The Chairperson announce the names of the candidates already nominated in writing for election to the Strata Committee; and
- b) The Chairperson call for any oral nominations of candidates eligible for election to the Strata Committee;
- c) The Chairperson declare that nominations are closed;
- d) That the number of members to the Strata Committee be set at five (5) as follows;

Brian Fong (24)
Orada Abhay (39)
Sally Scanlen (43)
Denise Nichols (45)
Sandra Rassinger (52)

25 NEXT YEAR'S MEETING

Resolved that the date, time and venue of next year's Annual General Meeting and Strata Committee Meeting be determined as Wednesday 14 May 2025.

That the Strata Committee be empowered to change the date, time and venue of the Annual General Meeting should the agreed date later be determined as unsuitable.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:00 pm.

Building: 51660 78-80 Alexander Street, Crows Nest
Period: 01/03/2024 - 28/02/2025

PROPOSED SCHEDULE

March 2024

MAR 01 Levies Due

JUNE 2024

M	T	W	T	F	S	S
					①	2
3	4	5	6	⑦	8	9
10	11	12	13	14	⑮	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY 2024

M	T	W	T	F	S	S
1	2	3	4	5		
6	7	8	9	10	11	12
13	14	15	16	⑮	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL 2024

M	T	W	T	F	S	S
1	2	3	4	5	6	7
⑧	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MARCH 2024

M	T	W	T	F	S	S
				①	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APR 08 Lift Certification Due

M	T	W	T	F	S	S
					①	2
3	4	5	6	⑦	8	9
10	11	12	13	14	⑮	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY 17 Annual General Meeting Due
Strata Committee Meeting Due

June 2024

JUN 01 Levies Due

JUN 07 Gutter Clean Due
JUN 15 Annual Fire Inspection Due

OCTOBER 2024

M	T	W	T	F	S	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER 2024

M	T	W	T	F	S	S
					①	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	⑮	19	20	21	22
23	24	25	26	27	28	29
30						

AUGUST 2024

M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	⑩	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JULY 2024

M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2024

SEP 01 Levies Due
SEP 18 Insurance Renewal

FEBRUARY 2025

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

JANUARY 2025

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

DECEMBER 2024

M	T	W	T	F	S	S
					①	
2	3	4	5	6	7	8
9	10	11	12	⑬	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER 2024

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

NOV 10 Bi-annual Fire Inspection Due

DEC 01 Levies Due
DEC 13 Pest Treatment Due

Approved Budget to apply from 01/03/2024

*Liability limited by a scheme approved
 under Professional Standards Legislation.*

The Owners - Strata Plan 51660

78-80 Alexander Street, Crows Nest NSW 2065

Administrative Fund	
	Approved budget
Revenue	
Levies Due--Admin	183,456.00
<i>Total revenue</i>	<u>183,456.00</u>
Less expenses	
Admin--Agent Disbursement--Compliance	500.00
Admin--Agent Disbursements	2,000.00
Admin--Agent Disburst--Email/Call	1,500.00
Admin--Agent Disburst--Fixed	2,370.00
Admin--Agent Disburst--Other	400.00
Admin--Agent Disburst--Photocopying & Printing	400.00
Admin--Agent Disburst--Postage	250.00
Admin--Agent Disburst--Work Orders	1,000.00
Admin--Auditors--Audit Services	700.00
Admin--Auditors--Taxation Services	400.00
Admin--Management Fee--Strata Manager Services	4,000.00
Admin--Management Fees--Standard	21,571.00
Admin--Other Expenses--Admin	1,000.00
Admin--Registration/License/Permit Fees	100.00
Admin--Status Certificate Fees Paid	350.00
Admin--Strata Inspection Fees Paid	100.00
Insurance--Premiums	38,000.00
Maint Bldg--Airconditioning	300.00
Maint Bldg--Cleaning--Bins	2,500.00
Maint Bldg--Cleaning--Contracts	23,500.00
Maint Bldg--Doors, Windows & Locks	1,000.00
Maint Bldg--Electrical	500.00
Maint Bldg--Exhaust/Ventilation Systems	800.00
Maint Bldg--Facility Management	11,000.00
Maint Bldg--Fire Protection	5,000.00
Maint Bldg--Fire Protection--Contract	4,500.00
Maint Bldg--Fire Protection--Monitoring	2,000.00
Maint Bldg--Garage Doors	500.00
Maint Bldg--General Repairs	3,000.00
Maint Bldg--Gutters & Downpipes	3,000.00
Maint Bldg--Hot Water Service	1,000.00
Maint Bldg--Lift--Maintenance Contract	9,000.00
Maint Bldg--Lift--Registration Fees	100.00
Maint Bldg--Locks, Keys & Card Keys	1,500.00

Administrative Fund

	Approved budget
Maint Bldg--Pest/Vermin Control	1,500.00
Maint Bldg--Plumbing & Drainage	10,000.00
Maint Bldg--Pumps	2,000.00
Maint Bldg--Sanitary Bins	300.00
Utility--Electricity	18,000.00
Utility--Water & Sewerage	12,000.00
<i>Total expenses</i>	<u>187,641.00</u>
Surplus/Deficit	<u>(4,185.00)</u>
Opening balance	68,870.91
Closing balance	<u><u>\$64,685.91</u></u>
Total units of entitlement	10000
Levy contribution per unit entitlement	\$20.18
Budgeted standard levy revenue	183,456.00
Add GST	18,345.60
Amount to raise in levies including GST	<u>\$201,801.60</u>

Capital Works Fund**Approved
budget****Revenue**

Levies Due--Capital Works	174,720.00
<i>Total revenue</i>	<u>174,720.00</u>

Less expenses

Admin--Income Tax Preparation	250.00
Maint Bldg--Consultants	10,000.00
Maint Bldg--Fire Protection	250,000.00
Maint Bldg--General Replacement	15,000.00
Maint Bldg--Lift--Refurbishment/Upgrading	80,000.00
Maint Bldg--Roof	10,000.00
Maint Bldg--Water Penetration	10,000.00
<i>Total expenses</i>	<u>375,250.00</u>

Surplus/Deficit(200,530.00)

Opening balance 237,223.45

Closing balance\$36,693.45

Total units of entitlement	10000
Levy contribution per unit entitlement	\$19.22

Budgeted standard levy revenue	174,720.00
Add GST	17,472.00
Amount to raise in levies including GST	<u>\$192,192.00</u>



Approved Levy Posting for

The Owners - Strata Plan 51660

ABN 13682691606

Strata One Pty Ltd
ABN 56 143 664 484
PO Box 889 Narrabeen NSW 2101
T: 1300 988 702
www.strataone.com.au
enquiries@strataone.com.au

*Liability limited by a scheme approved
under Professional Standards Legislation.*

First instalment due date: 01/06/2024

Discount: Nil

Instalment frequency: Quarterly

Group: General

Number of instalments: 4

Entitlement set: Levy Entitlement

Description: Quarterly Admin/Capital
Works Levy

Levy determination date: 11/06/2024

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Capital Works Fund	Total
1	1	149.00	3,006.95	2,863.70	5,870.65
2	2	168.00	3,390.40	3,228.85	6,619.25
3	3	168.00	3,390.40	3,228.85	6,619.25
4	4	150.00	3,027.00	2,882.85	5,909.85
5	5	129.00	2,603.30	2,479.40	5,082.70
6	6	153.00	3,087.70	2,940.55	6,028.25
7	7	168.00	3,390.40	3,228.85	6,619.25
8	8	160.00	3,228.90	3,075.15	6,304.05
9	9	207.00	4,177.30	3,978.40	8,155.70
10	10	135.00	2,724.30	2,594.70	5,319.00
11	11	117.00	2,361.10	2,248.75	4,609.85
12	12	150.00	3,027.00	2,882.85	5,909.85
13	13	153.00	3,087.70	2,940.55	6,028.25
14	14	150.00	3,027.00	2,882.85	5,909.85
15	15	207.00	4,177.30	3,978.40	8,155.70
16	16	150.00	3,027.00	2,882.85	5,909.85
17	17	156.00	3,148.20	2,998.20	6,146.40
18	18	129.00	2,603.30	2,479.40	5,082.70
19	19	129.00	2,603.30	2,479.40	5,082.70
20	20	112.00	2,260.30	2,152.60	4,412.90
21	21	116.00	2,341.05	2,229.45	4,570.50
22	22	160.00	3,228.90	3,075.15	6,304.05
23	23	220.00	4,439.70	4,228.20	8,667.90
24	24	250.00	5,045.10	4,804.80	9,849.90
25	25	243.00	4,903.90	4,670.35	9,574.25
26	26	121.00	2,441.85	2,325.60	4,767.45
27	27	156.00	3,148.20	2,998.20	6,146.40
28	28	156.00	3,148.20	2,998.20	6,146.40
29	29	156.00	3,148.20	2,998.20	6,146.40
30	30	203.00	4,096.60	3,901.60	7,998.20
31	31	150.00	3,027.00	2,882.85	5,909.85
32	32	163.00	3,289.45	3,132.85	6,422.30
33	33	137.00	2,764.75	2,633.05	5,397.80

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Capital Works Fund	Total
34	34	137.00	2,764.75	2,633.05	5,397.80
35	35	110.00	2,219.85	2,114.10	4,333.95
36	36	113.00	2,280.40	2,171.80	4,452.20
37	37	113.00	2,280.40	2,171.80	4,452.20
38	38	258.00	5,206.60	4,958.65	10,165.25
39	39	246.00	4,964.40	4,728.00	9,692.40
40	40	160.00	3,228.90	3,075.15	6,304.05
41	41	160.00	3,228.90	3,075.15	6,304.05
42	42	156.00	3,148.20	2,998.20	6,146.40
43	43	207.00	4,177.30	3,978.40	8,155.70
44	44	162.00	3,269.20	3,113.50	6,382.70
45	45	259.00	5,226.65	4,977.80	10,204.45
46	46	168.00	3,390.40	3,228.85	6,619.25
47	47	188.00	3,793.90	3,613.30	7,407.20
48	48	168.00	3,390.40	3,228.85	6,619.25
49	49	235.00	4,742.40	4,516.50	9,258.90
50	50	172.00	3,471.10	3,305.80	6,776.90
51	51	184.00	3,713.15	3,536.45	7,249.60
52	52	270.00	5,448.60	5,189.25	10,637.85
53	53	192.00	3,874.60	3,690.10	7,564.70
54	54	176.00	3,551.85	3,382.65	6,934.50
55	55	176.00	3,551.85	3,382.65	6,934.50
56	56	194.00	3,915.05	3,728.60	7,643.65
57	57	285.00	5,751.30	5,477.55	11,228.85
58	58	240.00	4,843.20	4,612.65	9,455.85
Totals		10,000.00	\$201,805.10	\$192,194.45	\$393,999.55
GST included in amounts to be raised			\$18,345.93	\$17,472.06	\$35,817.99
Amount to be raised per unit of entitlement			\$20.18	\$19.22	\$39.40

The following advanced instalment settings were used:

Due date	Description	Administrative Fund	Capital Works Fund	Total	Comment
01/06/2024	Quarterly Admin/Capital Works Levy	46,201.10	46,201.10	92,402.20	Previously posted
01/09/2024	Quarterly Admin/Capital Works Levy	51,866.83	48,663.63	100,530.46	
01/12/2024	Quarterly Admin/Capital Works Levy	51,866.83	48,663.63	100,530.46	
01/03/2025	Quarterly Admin/Capital Works Levy	51,866.84	48,663.64	100,530.48	
		\$201,801.60	\$192,192.00	\$393,993.60	

MINUTES OF STRATA COMMITTEE MEETING

STRATA PLAN: 51660

ADDRESS: 78-80 Alexander Street, Crows Nest

Minutes of the meeting of the Strata Committee of the Owners - Strata Plan 51660 held on Wednesday, 5 June 2024 immediately following the Annual General Meeting.

PRESENT:

Lot #	Unit #	Attendance	Owner Name
24	24	Yes	Brian Fong
39	39	Yes	Orada Abhay
43	43	Yes	Sally Scanlen
45	45	Yes	Denise Nicholls
52	52	Yes	Sandra Ressinger

IN ATTENDANCE: Brisbane, Peter and Ferguson, Vanessa representing Strata One.

QUORUM: A quorum was achieved.

CHAIRPERSON: Brisbane, Peter at the request of the meeting.

MINUTES

1 MINUTES

Resolved and Amended the Owners - Strata Plan No. 51660 RESOLVE by ordinary resolution to confirm the minutes of the General Meeting held by the Owners Corporation on 30/04/24.

2 OFFICE BEARERS

Resolved that the Office Bearers for the year ensuing are;

- Chairperson - Oranda Abhay
- Secretary - Sally Scanlen
- Treasurer - Sandra Rassingier

3 REPRESENTATIVES

Resolved to appoint Denise Nicholls (45) as representative and substitute representative, being Sally Scanlen (43), to communicate with the Strata Managing Agent on behalf of the Owners Corporation.

4 DISCLOSURE OF PECUNIARY INTEREST

Resolved the strata committee RESOLVES to:

- (a) receive any disclosures under clause 18 of Schedule 2 of the Strata Schemes Management Act 2015 regarding pecuniary interests;
- (b) record any such disclosures in a book kept for that purpose;
- (c) determine a fee for payment for inspection of the disclosure book; and
- (d) if there are any disclosures made, make a determination as to whether or not that member can be present during any deliberation of the strata committee with respect

to the matter or to take part in any decision of the strata committee with respect to the matter.

Furthermore, there were no disclosures to be noted.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:10pm.

ITEMS NOT FORMING PART OF THE MEETING MINUTES

ACCOUNT CODING

That the Strata Manager will work with the treasurer to finalise cost codes used for the following 12 months to align with budget.

VOTE OF THANKS - DENISE NICHOLLS

Those in attendance offered a vote of thanks to Denise Nicholls for her ongoing role as Building Manger and assistance provided.

MINUTES OF STRATA COMMITTEE MEETING

STRATA PLAN: 51660

ADDRESS: 78-80 Alexander Street, Crows Nest

Minutes of the meeting of the Strata Committee of the Owners - Strata Plan 51660 held on Wednesday, 5 June 2024 immediately following the Annual General Meeting.

PRESENT:

Lot #	Unit #	Attendance	Owner Name
24	24	Yes	Brian Fong
39	39	Yes	Orada Abhay
43	43	Yes	Sally Scanlen
45	45	Yes	Denise Nicholls
52	52	Yes	Sandra Ressinger

IN ATTENDANCE: Brisbane, Peter and Ferguson, Vanessa representing Strata One.

QUORUM: A quorum was achieved.

CHAIRPERSON: Brisbane, Peter at the request of the meeting.

MINUTES

1 MINUTES

Resolved and Amended the Owners - Strata Plan No. 51660 RESOLVE by ordinary resolution to confirm the minutes of the General Meeting held by the Owners Corporation on 30/04/24.

2 OFFICE BEARERS

Resolved that the Office Bearers for the year ensuing are;

- Chairperson - Oranda Abhay
- Secretary - Sally Scanlen
- Treasurer - Sandra Rassingier

3 REPRESENTATIVES

Resolved to appoint Denise Nicholls (45) as representative and substitute representative, being Sally Scanlen (43), to communicate with the Strata Managing Agent on behalf of the Owners Corporation.

4 DISCLOSURE OF PECUNIARY INTEREST

Resolved the strata committee RESOLVES to:

- (a) receive any disclosures under clause 18 of Schedule 2 of the Strata Schemes Management Act 2015 regarding pecuniary interests;
- (b) record any such disclosures in a book kept for that purpose;
- (c) determine a fee for payment for inspection of the disclosure book; and
- (d) if there are any disclosures made, make a determination as to whether or not that member can be present during any deliberation of the strata committee with respect

to the matter or to take part in any decision of the strata committee with respect to the matter.

Furthermore, there were no disclosures to be noted.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:10pm.

ITEMS NOT FORMING PART OF THE MEETING MINUTES

ACCOUNT CODING

That the Strata Manager will work with the treasurer to finalise cost codes used for the following 12 months to align with budget.

VOTE OF THANKS - DENISE NICHOLLS

Those in attendance offered a vote of thanks to Denise Nicholls for her ongoing role as Building Manger and assistance provided.

MINUTES OF STRATA COMMITTEE MEETING

STRATA PLAN: 51660

ADDRESS: 78-80 ALEXANDER STREET, CROWS NEST

A Strata Committee Meeting of the Owners Corporation of Strata Plan 51660 was held on Tuesday 30th April 2024 onsite in Unit 45, 78-80 Alexander Street, Crows Nest commenced at 6:00 pm.

MINUTES

PRESENT:	O Abhay (39), D Nicholls (45), S Rassinger (52) and J McFarlane (53).
APOLOGIES:	B Fong (24).
IN ATTENDANCE:	P Brisbane representing Strata One.
CHAIRMAN:	P Brisbane at the request of the meeting.
MINUTES OF MEETING:	RESOLVED that the Minutes of the previous Strata Committee dated 17 March 2024 be confirmed.
FINANCIAL POSITION:	RESOLVED that the Strata Committee reviewed the financial statement and cash at bank being. Administration: \$121,126.50 Capital Works: \$126,892.35 Investments: \$157,361.67 <i>Furthermore, no Lot Owners in arrears of the recent quarter.</i>

DISCUSSION TOPICS

BY-LAW REVIEW:	RESOLVED that the Strata Committee wish to tighten the draft By-Law with Grace Lawyers in relation to pets, items left on common property, defining the number of residents to a lot and use of common areas such as common area deck.
UNIT 1 REPAIRS:	RESOLVED that the Strata Manager follow up with Easy Trades in relation to membrane works within unit with update to be distributed to Strata Committee.
FIRE COMPLIANCE:	RESOLVED that quotations be obtained by external certifier recommended by Eagle Fire to be engaged for finalising hydrant related matter with Council.
WINDOWS (EASTERN SIDE):	RESOLVED that the Strata Manager obtain quotations to clean window tracks/screen as per specifications supplied by Strata Committee.

ROOFING REPAIRS: RESOLVED that the Strata Committee proceed with quotation from AGC subject to clarification of additional tiles works from APT Roofing from previous works. Denise to remain as point of contact to coordinate access.

UNITS 57 & 58 FOR SALE: RESOLVED that the Strata Manager respond to agent queries.

ITEMS NOT FORMING PART OF MEETING MINUTES

ANNUAL GENERAL MEETING

AGREED that the meeting date be held 5th June 2024 via video conference facility Zoom.

UNIT 2 – UNIT REPRESENTATIVE

AGREED that Strata Manager seek clarification over unit representative as concerns over occupants behaviour have been raised.

CLOSURE: No further business, the meeting was closed at 7:20pm

CHAIRPERSON

DATE

MINUTES OF STRATA COMMITTEE MEETING

STRATA PLAN: 51660

ADDRESS: 78-80 Alexander Street, Crows Nest

Minutes of the meeting of the Strata Committee of the Owners - Strata Plan 51660 held on Sunday, 17 March 2024 onsite in unit 45/78-80 Alexander Street, Crows Nest commencing at 4:00 p.m.

PRESENT:

Lot #	Unit #	Attendance	Owner Name
52	52	Yes	Sandra Ressaging
53	53	Yes	Joanne McFarlane
45	45	Yes	Denise Nicholls
24	24	Yes	Brian Fong
39	39	Yes	Orada Abhay

IN ATTENDANCE: Denise Nicholls - Building Manager (45)

CHAIRPERSON: Sandra Ressaging

MINUTES

1 MINUTES

Resolved - the Owners - Strata Plan No. 51660 RESOLVE by ordinary resolution to confirm the minutes of the owners corporation held on 04/02/2024.

2 FINANCIALS

Resolved - the Owners - Strata Plan No. 51660 RESOLVE by ordinary resolution to confirm the minutes of the owners corporation held on 04/02/2024.

3 DISCUSSION TOPICS

3 GRACE LAWYERS QUOTE

Resolved - that a By-Law is a priority and that Strata One be instructed to accept the quote and authorise Grace Lawyers to proceed.

Noted that Brian has obtained a copy of a similar By-Law to incorporate with Grace Lawyers suggestions.

4 CAR PARK POWER POINTS

Resolved - that the Electrician, Champion Electrical proceed with isolation of power to power points in the Car Park.

Resolved - the Electrician purchase remaining available parts of redundant Oyster lights to carry out repairs.

5 KEY LOCK BOXES

Resolved - that the Owner of one of the apartments known to be used for short term leasing has been notified in writing that if the key lock box was not removed by 14 February 2024 or it would be removed by the Strata Manager.

Noted that The Owner of the 2nd key lock found near the car park entry point has not yet been identified.

Resolved - that the letter box lock suggested by the owner of No 2 is entirely unsuitable.

6 UNIT 1 REPAIRS

Resolved - that EasyTrades proceed with carrying out the work described in their quotation of 12 January 2024 for \$2,280.00.

7 WATER PENETRATION TO SHOP 57

Resolved - that Tai Irwin has satisfactorily repaired water ingress to Shop 57 during heavy rain.

Noted that two external downpipes had rusted at the base allowing water to run into cavities behind the pipes. Downpipes were replaced and cavities were sealed.

8 LONG TERM FIRE FIGHTING WATER AVAILABILITY

Resolved - that Brian will read through the report prepared by MCD and summarise the key points

Noted that Eagle Fire is to be contacted to ascertain the next steps and approximate cost.

9 UNIT 15 BATHROOM TILES

Noted that this work has been completed.

10 REQUEST FROM UNIT 37 RE BUILDING FRONT DOOR

Noted that the Committee has been asked if an automatic front door to the building could be considered, although it is believed that this type of solution is not totally effective as the maintenance costs are high.

Resolved - that the request be declined due to wind funneling into that area, the front door needs to be heavy and the automatic closer set high to maintain security.

11 PROPOSED BUDGET

Resolved - to increase levies by approximately 3% for 2024-2025 year.

Noted that CPI is at 4% and an increase of 3% Capital will see earnings greater than expenditure. Sandra is working on a proposed Budget for consideration and discussion at the next Meeting.

Resolved - that consideration should be given to budgeting for the lift replacement by allocating \$100,000 and placing it specifically on term investment.

12 UNIT 16 - WATER PENETRATION

Noted that the water issues on the Eastern side are high on the list. As an interim measure it may be possible to give some relief prior to taking down the awning. This will be investigated in conjunction with the Committee and the Owner of Unit 16.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 05:00 PM.

MINUTES OF STRATA COMMITTEE MEETING

STRATA PLAN: 51660

ADDRESS: 78-80 Alexander Street, Crows Nest

Minutes of the meeting of the Strata Committee of the Owners - Strata Plan 51660 held on Sunday, 04 February 2024 onsite in unit 45/78-80 Alexander Street, Crows Nest commencing at 3:30p.m.

PRESENT:

Lot #	Unit #	Attendance	Owner Name
52	52	Yes	Sandra Ressinger
53	53	Yes	Joanne McFarlane
45	45	Yes	Denise Nicholls
24	24	Yes	Brian Fong
39	39	Yes	Orada Abhay

IN ATTENDANCE: Denise Nicholls - Building Manager (45)

CHAIRPERSON: Orada Abhay

MINUTES

1 MINUTES

Resolved the Owners - Strata Plan No. 51660 RESOLVE by ordinary resolution to confirm the minutes of the owners corporation held on 12/11/2023.

Explanatory Note: There is no requirement that a Strata Committee Meeting confirm the minutes from the previous meeting, however it is prudent to do so.

2 FINANCIALS

Resolved the Financials for - Strata Plan No. 51660 be presented for discussion and approval.

Explanatory Note: The financial statement of the scheme to be reviewed.

3 DISCUSSION TOPICS

Resolved the Strata Committee discuss and decide on any future steps for:

1 SHORT TERM LEASING

Resolved that the Strata Committee discussed the issues around short term leasing and confirmed that this was currently occurring in 1 apartment and potentially in at least an additional 2 apartments.

A locked key box was found affixed to the car park ramp railing. Strata One has contacted the owner and advised that the key box must be removed from Common Property by 14 February 2024 or it will be removed and disposed of.

A second key box has also been found, located behind the mirror at the entrance to the driveway. We have been unable to confirm the owner of this key box and will continue to investigate.

Keys are not to be left in letter boxes, compromising building security.

Denise reported that Agents are also putting notices in car parking spaces which she will continue to monitor and remove.

Following update on actions:

- A Costs Agreement and Disclosure to engage Grace Lawyers has been received for consideration by the Committee. It is estimated that the cost of preparing and registering a By-Law will be approximately \$1661 (inc gst).
- Before engaging Grace Lawyers the Committee will need to identify and agree on our concerns and agree on what Grace Lawyers suggest as the most effective way to manage.

2 WATER LEAKS

Unit 1: The hob under the sliding door has obviously been leaking for some time. Similar leaks have been rectified in units 2 and 3 after removal of the doors but unfortunately an Engineer will be required to supervise this work.

Water is flowing in from surrounding ground into No 1 Courtyard as the fall appears to be going towards No 1. Tree roots appear to have lifted the pavers.

There is also a considerable leak into the bedroom ceiling which is next to No 6 and under Nos 7 and 22.

Units 11 & 12: Window leaks.

Easy trades has been engaged to look at these problems and would like to start with leak testing.

Denise reported that she could not find anything pertinent in Watermark's Report re Ground Floor issues.

Following actions agreed upon:

Brian questioned the need for water testing. If there is sufficient photo evidence, further water testing should not be required. Brian suggested that the brick work be cleaned and checked for any cracking, as happens in older buildings.

Ori requested Denise send her the Easy Trades documentation.

Resolved that Denise and Ori to meet with Tai Irwin in conjunction with Easytrades to get their recommendation on the next step forward and cost.

3 SMOKING AFFECTING UNIT 3

There have been numerous reports of cigarette smoke wafting in to No 3, who have an infant. It was not identified until enormous quantities of marijuana smoke forced No 3 to take their baby out of the unit to breath clean air.

It appeared to be coming from No 4. Denise tried to speak with the resident but they did not answer. Denise left a note on their door and the issue was followed up by a By-Law letter from Strata One.

The tenant apologised and said it would not happen again. However, he later said he was a non-smoker and it wasn't him.

Further issues were reported by Unit 3 again on morning of 30 January 2024 Denise reassured the mother that the Committee and Strata Management were aware of the issue and reassured her that that we were doing everything we could to identify the culprit.

Resolved that No Smoking signage go up in common area.

Resolved that we have done all we can until the culprit is identified. Suggestion that the tenant get an air purifier.

4 CAR PARK SPEED RESTRICTION SIGNS

Resolved that Denise obtain one 5k speed limit sign for display at the entry to the car park.

5 SPRAY GARBAGE ROOM FOR COCKROACHES

Denise reported that the Garbage Room is infested with cockroaches - far worse than she has ever seen previously. Last treatment was done mid-November 2023.

Resolved that Denise speak with Kevin Joyce Pest Control and see what they suggest.

Denise reported that following those discussions that Kevin Joyce will re-spray at a cost of \$140 plus gst. Strata One requested to issue a Work Order to proceed.

6 BATHROOM TILES LIFTING IN UNIT 15 -

Hire a Hubby, Manly provided a quote of \$808 to for these works.

Resolved that Committee accepts the quote and approve the works to proceed.

7 PAINTING IN UNIT NO 9

Resolved that no further leaks have been identified and Denise has given approval for painting to proceed.

8 EAGLE FIRE

Denise and Ori met with Farah from Eagle Fire and Lei Wang from MCD on 22 January 2024. The meeting focussed on the external drenchers.

The pathway from Willoughby Lane along the side of Units 6 and 23 and the outdoor areas of Units 1, 2 & 3 was of interest because of the distance from the building to the boundary. Denise found a survey from the proposed development next door - the pathway has its own DP. Ori extracted it and it was sent to Eagle Fire and MCD.

Engineering solution is that the drenchers in the carpark and Willoughby Lane be decommissioned and fire screens be installed on the courtyard and pathway windows of Nos 6 & 23. Willoughby Lane to have a condition in FSS noting that distance between the buildings is maintained.

Resolved MCD to prepare a report for Eagle Fire.

On receipt of the report we can then get prices for the screens. It is anticipated that the MCD Report will help our situation in that we won't need additional water for the drenchers. Approximately \$140k has been suggested which does not include certifier fees, screens or additional costs.

Sandra reported that \$5,000 has been budgeted for fire safety and \$18,000 for Consultants.

9. NOISY CHILDREN IN NO 7

Unit 22 (next door) has complained about children playing and screaming out of control from about 9.30 until 12.30 each night. The parents seem to be joining in the game, speaking loudly.

Denise spoke with the Mother and she said it was her two and a half year old boy. Denise agreed with her that the building was hot, not inducing sleep and they both agreed that at 9.30 the children should be put to bed, door closed and lights out.

Resolved that Denise has done all she can to resolve this and we will see what happens.

10. COMMITTEE DISCRETIONARY LIMIT

Strata One has suggested that the Committee's limit be substantially increased to maybe \$30,000 to expedite passage of day to day expenses. Many items are over the current \$7,500 limit.

Resolved that this be put forward to the AGM.

11. REPLACEMENT LIGHT FITTINGS

Denise reported that the light outside her front door is flickering and one has also stopped working on Level 1.

The lights were installed in 2015 and this is the first time we have had any problems. Denise thought we had spare fittings but is unable to locate them.

Denise has contacted David Buttigieg, from Champion Electrical (our new Electrician) who was on leave at the time.

Resolved that Denise will meet David with Ori next week and sort out the Oyster lights make and model. David can also check if the power points in the Car Park can be isolated and provide recommendations for our concerns re e-bikes/scooter charging. David will be asked to provide a quote for this and the Committee can assess his recommendations.

12. E-BIKES/SCOOTERS

This is of concern because of the lack of water in the Car Park in case of fire. Denise also expressed greater concern re the possibility of bike/scooter owners re-charging inside their units.

Strata One confirmed there is no way we can stop residents taking personal items into their units

Sandra suggested that if charging is done in the basement that the e-bike/scooters would be left on power overnight, however, if they were charging them in apartments they would most likely be disconnected from power after they have charged fully.

Ori suggested that power points in basement could be isolated and disabled. She said they could be locked and access provided as required. Ori suggested there could be a timer on locked points to stop people from randomly using them, but allowing use for authorized access.

Resolved that Denise and Ori to speak with our Electrician, David, when he is on site next week to discuss these options and obtain his recommendations.

It was noted that Electric Vehicle charging will need to be considered in time

13. DISCUSSION TOPICS

Resolved that providing 2 committee members and Denise approve an issue is fine to proceed with the decision.

Resolved that we need to prepare for AGM and set a date. Sandra will finalise a budget.

Eagle Fire to provide a guideline and Ori can put a rough estimate for budget planning. Agreed that Admin budget to be based on this year's numbers.

Date for next Strata Committee meeting to be determined.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 05:05 PM.

MINUTES OF GENERAL MEETING

STRATA PLAN: 51660

ADDRESS: 78-80 Alexander Street, Crows Nest NSW 2065

Minutes of the General Meeting of the Owners Corporation, Strata Plan 51660 was held on 23/11/2023, Strata One 8/12 Rickard Road Narrabeen commenced at 11:00 AM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name
12	12	Yes	Mimmo, Laurel Helen
22	22	Yes	Yang, Elsa
24	24	Yes	FONG, Sau-Kwan Agnes FONG and Ping Bor
31	31	Yes	Carrybat Pty Ltd
32	32	Yes	Norman, Carrybat Ltd & Robert
37	37	Yes	Seagull, Sunflower Tree
38	38	Yes	Roach, Paul
39	39	Yes	Abhay, Orada
43	43	Yes	Scanlen, Sally
45	45	Yes	Nicholls, Denise
46	46	Yes	Lui, Jackey
49	49	Yes	Brell, Ruanne Carola
52	52	Yes	Rassinger, Sandra
53	53	Yes	McFarlane, Joanne

IN ATTENDANCE: Charles Wiggins for Strata One

QUORUM: That a quorum was established.

CHAIRPERSON: Charles Wiggins at the request of the meeting.

MINUTES

1 MINUTES OF MEETING

Resolved that the Minutes of the last General Meeting held on 06/06/2023 be confirmed and adopted.

2 RENOVATIONS - LOT 24

Resolved the Owners - Strata Plan No. 51660 SPECIALLY RESOLVES pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015 ("Act")* to:

1. Authorise the Owners of Lot 24 to add to, alter and erect new structures on the common property by carrying out the Works (as that term is defined in the Special By-Law set out in Annexure 1), subject to the terms and conditions of the Special By-Law set out; and
2. Grant the Owners of Lot 24 the exclusive use of the Privilege Area (as that term is defined in the Special By-Law set out),

subject to the terms and conditions of the Special By-Law set out in Annexure 1, and to make a by-law on the terms and conditions of the Special By-Law set out as Annexure 1, and that notification of this change to the by-laws be lodged for registration in accordance with section 141 of the Act at the Registrar-General's Office.

Motion required by: JSau-Kwan Agnes FONG and Ping Bor FONG, the Owners of Lot 24.

Explanatory note: *This is a motion authorising renovation works to be undertaken by the Owners of Lot 24.*

**SPECIAL BY-LAW 8
BATHROOM RENOVATIONS - LOT 24**

1. Purposes of the By-law

1.1 This Common Property Rights By-law serves the following purposes:-

- a. to confer an Authority and Special Privileges on the Owner:-
 - i. to carry out Works on the Lot and on so much of the common property which the Works may alter or add to; and
 - ii. to keep, retain and exclusively use the Works carried out;
- and,
- b. to assign the responsibility for the repair and maintenance of the Works carried out and of the Privileged Area to the Owner, in accordance with the conditions set out in this by-law.

2. Definitions and Notes

2.2 In this by-law:-

"Acts" means the Strata Schemes Development Act 2015 (NSW) and the Strata Schemes Management Act 2015 (NSW).

"Authority" means an authority under section 111 of the Strata Schemes Management Act 2015 (NSW);

"Lot" means Lot 24 in the Strata Scheme.

"Owner" means the owner or owners of the Lot from time to time;

"Privileged Area" means so much of the common property at which the Works are situated and so much of the common property which the Works have altered or added to.

"Special Privileges" means the privileges to keep, retain and exclusively use the Privileged Area and all of the Works carried out.

"Strata Scheme" means the strata scheme established by Strata Plan No. 51660.

"Works" means all the works set out in Schedule 1 to this by-law.

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

- a. headings do not affect the interpretation of this by-law;
- b. words importing the singular include the plural and vice versa;
- c. words importing a gender include any gender;
- d. words used in this by-law which have been defined in the Acts shall have the same meaning given to them in the Acts, unless the same words have been specifically defined in this by-law;
- e. references to legislation includes references to any amending and replacing legislation;
- f. a thing or obligation which the Owner is required to do or perform under this Special By-law is to be done or performed at the sole costs and expense of the Owner.

2.4 This by-law takes effect in conjunction with any registered by-laws of the Strata Scheme, and, this by-law shall prevail to the extent of any inconsistency between itself and any other registered by-laws.

3. Grant of Authority and of the Special Privileges

3.1 On the conditions set out in this By-law, the owners corporation grants the Owner:-

- a. the Authority to carry out the Works;
- b. the Special Privileges indefinitely.

4. Conditions

Prior to carrying out the Works - Supply of Information

4.1 Prior to carrying out the Works, the Owner must, if requested by the owners corporation, supply the following documents or information to the owners corporation:-

- a. specifications of the Works;
- b. details of the principal contractor who will carry out the Works;
- c. certificate of currency, applicable to the period in which the Works are

carried out, evidencing:-

- i. public liability cover having been taken out by the principal contractor of not less than \$10,000,000 in respect of any one claim and the interest of the Owners Corporation be noted;
- ii. workers' compensation cover in accordance with the relevant legislation.

Carrying out the Works

- 4.2 In carrying out the Works, the Owner must ensure:
- a. that works are only carried out between the hours of 8:00am and 5:00pm Monday to Friday and 8:00am to Noon on a Saturday (excluding public holidays) or during such other times as may be approved by the owners corporation;
 - b. that all works shall comply with the standards as set out in the National Construction Code and all applicable Australian Standards;
 - c. that all contractors are properly licensed and all works will be carried out in a proper and workmanlike manner;
 - d. that all construction materials, equipment, debris and other materials will be transported in the manner reasonably directed by the owners corporation;
 - e. that all works will be carried out in such a way that disturbance or inconvenience to the owners or occupiers of other lots will be minimized; and,
 - f. that all areas outside the Lot will be kept clean and tidy throughout the work period.

Duty of Maintenance and Repair

- 4.4 Without affecting the Authority and the Special Privileges granted under this by-law, the Owner must:-
- a. restore all common property affected by the carrying out of the Works as nearly as possible to the state they were in immediately before the carrying out of the Works;
 - b. properly maintain the Works and keep them in a state of good and serviceable repair and, when necessary, renew or replace any fixtures or fittings comprised in the Works;
 - c. properly maintain the Privileged Area and keep it in a state of good and serviceable repair and, when necessary, renew or replace any fixtures or fittings comprised in the Privileged Area; and,
 - d. if the Owner intends to permanently remove the Works or any part thereof, the Owner must restore and reinstate the relevant part(s) of the common property as closely as possible to its condition before the carrying out of the Works.

Indemnity

- 4.5 The Owner must indemnify the Owners Corporation against:-
- a. any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property and to other property or person to the extent that such injury, loss or damage arises from or out of the Works or the carrying out of the Works;
 - b. any amount payable by way of increased premiums by the owners corporation as a direct result of the Works; and,
 - c. any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works.

Section 106(3) Determination

- 4.6 To the extent that section 106(3) of the Strata Schemes Management Act 2015 (NSW) is applicable, the owners corporation determines that it is inappropriate for the owners corporation to maintain, renew, replace or repair the Works performed or the Privileged Area under this by-law.

Repair of Damage

- 4.7 Without affecting the Authority and the Special Privileges granted under this by-law, the Owner must make good any damage to the common property or to the property of the owner or occupier of another lot caused by the carrying out of the Works when such damage becomes evident.

- 4.8 Any provable loss or damage suffered by the owners corporation as a result of the carrying out and use of the Works, including any failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered from the Owner as a debt due to the owners corporation.

Breach of this Special By-law

- 4.9 The owners corporation is authorised to replace or rectify the Works, or any part thereof, or remediate any loss or damage to the common property necessitated by the Owner's breach of the conditions in this Special By-law, if that breach is not rectified within 30 days of service of a written notice from the owners corporation requiring rectification of that breach.

Costs of making this by-law

- 4.10 The Owner must pay all of the reasonable costs of the owners corporation incurred in connection with the passing and registration of this by-law. The owners corporation may refuse to execute any document relating to the registration of this by-law until such time as the Owner pays those costs.

**3 PROPOSED BY-LAW MODIFICATIONS - ANIMALS
Resolved**

1) The Owners Corporation:

SPECIALLY RESOLVE pursuant to s141(1) of the Strata Schemes Management Act 2015 (NSW) to change the by-laws of the Strata Scheme to:

repeal By-Law 16 entitled "Keeping of Animals" as it is no longer in keeping with the current law in regards to the keeping of animals and to hereby add this repeal to the Notice of Meeting dated 16/11/2023;

and

direct the Strata Manager of the Owners Corporation to delete the above noted by-law from the consolidated copy of the by-laws and for an updated consolidated copy of the by-laws to be lodged at the NSW Land Registry.

2) The Owners Corporation:

SPECIALLY RESOLVE pursuant to s141(1) of the Strata Schemes Management Act 2015 (NSW) to change the by-laws of the Strata Scheme to:

add Special By-Law entitled "Registration of Animals" to the Notice of Meeting dated 23/11/2023, to the by-laws of the Owners Corporation without amendment;

and

direct the Strata Manager of the Owners Corporation to include the above by-law(s) in a consolidated copy of the by-laws and for a consolidated copy of the by-laws to be lodged at the NSW Land Registry.

3) The Owners Corporation:

SPECIALLY RESOLVE pursuant to s141(1) of the Strata Schemes Management Act 2015 (NSW) to change the by-laws of the Strata Scheme to:

add Special By-Law entitled "Controls on Animals" to the Notice of Meeting dated 23/11/2023, to the by-laws of the Owners Corporation without amendment;

and

direct the Strata Manager of the Owners Corporation to include the above by-law(s) in a consolidated copy of the by-laws and for a consolidated copy of the by-laws to be lodged at the NSW Land Registry.

Proposed Special By-Law 9

Special By-law 9 - Registration of Animals

1. The following restrictions apply to the care and control of animals within the strata plan:
 - a) All animals must be registered with the strata committee with full details being provided, including photo, breed, size, weight, vaccinations, microchip, a daytime contact phone number of the pet owner, and details of any obedience courses undertaken. In the event of young animals, please also provide details as to their anticipated size at maturity;
 - b) Only registered animals are permitted within the building;
 - c) Only one cat or dog is able to be registered per unit;
 - d) Visiting pets are strictly limited to registered service animals;
 - e) Full care and control must be exercised over registered animals at all times;
 - f) Off leash dogs are strictly forbidden on common property;
 - g) Permission for any registered animal will be revoked if:
 - i. the animal creates a nuisance, and makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant;
 - ii. the animal is aggressive, and repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant;
 - iii. the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant;
 - iv. the animal repeatedly causes damage to the common property or another lot, including the soiling of common property or another lot when this is not immediately rectified by the owner;
 - v. the animal endangers the health of another occupant through infection or infestation;
 - vi. the animal causes a persistent offensive odour that penetrates another lot or the common property;
 - vii. the animal is declared to be a menacing or dangerous dog under section 34 of the Companion Animals Act 1998;
 - viii. the terms of this by-law and by-law ____, "Controls on Animals" are not met.

Proposed Special By-Law 10

Special by-law 10 - Controls on Animals

- (1) Subject to section 157 of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the prior written approval of the strata committee, keep any animal on the lot or the common property.
- (2) The strata committee must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property, and will be pleased to consider applications for cats, small dogs, small caged birds, or fish kept in a secure aquarium.
- (3) If an owner or occupier of a lot keeps an animal on the lot then the owner or occupier must:
 - (a) register the animal with the strata committee prior to the animal being kept on the lot;
 - (b) keep the animal within the lot;
 - (c) if the animal has to exit the lot, then the animal must be closely controlled at all times, and either leashed or securely carried across common property;
 - (d) ensure the animal does not soil on any areas of the common property,
 - (e) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal;
 - (f) animals are only to use the rear exit door of the building;
 - (g) all pet food must be contained in such a way that it does not attract vermin;
 - (h) kitty litter must be wrapped and properly disposed of in the garbage. At no point may kitty litter be flushed & any remedial repairs required to the plumbing due to improper use will be at the Owner/Occupiers expense.
 - (i) Occupier's must have a signed letter from the Owner of the unit permitting the keeping of an animal, and this letter must be supplied along with a copy of the lease. Agents will not be permitted to sign on behalf of owners.
 - (j) any modifications to the unit to accommodate the pet must be approved in advance by the Owners Committee.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 11:30 AM.

MINUTES OF ANNUAL GENERAL MEETING

STRATA PLAN: 51660

ADDRESS: 78-80 Alexander Street, Crows Nest

Minutes of the Annual General Meeting of the Owners Corporation, Strata Plan 51660 was held on 06/06/2023 from the office of Strata One, 8/12 Rickard Road, Narrabeen via Zoom video conference and commenced at 6:00p.m.

PRESENT:

Steve Coleman (6) (Proxy to Denise Nichols (45)), Emi Yasuda (20), Samuel Duncan & Sumi Kim (23), Sau-Kwan Agnes & Ping Bor Fong (24) (Proxy to Brian Fong), Orada Abhay (39), Denise Nichols (45), Jackey Lui (46), Carrie Chan (48) (Proxy to Joanne McFarlane (53)), Sandra Rassinger (52), Joanne McFarlane (53).

IN ATTENDANCE: Charles Wiggins representing Strata One, Brian Fong.

QUORUM: After waiting 30 minutes, pursuant to clause 17(4)(b) of Schedule 1 of the Strata Schemes Management Act 2015 (NSW) (the Act), the chairperson declared those present to constitute a quorum at 6:30pm.

CHAIRPERSON: Charles Wiggins at the request of the meeting.

MINUTES

3 MINUTES

Resolved that the Minutes of the last General Meeting held on 17/05/2022 be confirmed and adopted.

4 AUDITED FINANCIAL STATEMENTS

Resolved to adopt the Audited Statement of Accounts supplied by Strata One Pty Limited for the twelve months ending 28/02/2023.

5 FINANCIAL STATEMENTS

Resolved to adopt the Statement of Accounts supplied by Strata One Pty Ltd for the twelve months ending 28/02/2023.

6 PEST TREATMENT

Resolved that the Owners Corporation undertakes an annual, or other agreed frequency, pest inspection and/or pest treatment of the common property.

7 PUMPS

Resolved that the Owners Corporation carry out an annual, or other agreed frequency, servicing of the pumps by a suitably qualified tradesman.

8 HOT WATER SYSTEM

Resolved that the Owners Corporation carry out a quarterly service of the hot water system by a suitably qualified tradesman.

9 ROOF INSPECTION

Resolved that the Owners Corporation carry out an annual, or other agreed frequency, roof inspection.

- 10 **GUTTER AND DOWNPIPES**
Resolved that the Owners Corporation carry out a quarterly, or other agreed frequency to clean the gutters and down pipes.
- 11 **LIFT MAINTENANCE**
Resolved that the Owners Corporation undertakes a quarterly, or other agreed frequency, service of the lift.
- 12 **MECHANICAL VENTILATION**
Resolved that the Owners Corporation carry out an annual, or other agreed frequency, service of the mechanical ventilation.
- 13 **GARAGE DOOR SERVICE**
Resolved that the Owners Corporation undertakes an annual, or other agreed frequency, service of the garage doors.
- 14 **CAR PARK CLEAN**
Resolved that the Owners Corporation carry out an annual, or other agreed frequency, clean of the car park.
- 15 **BIN CLEANING**
Resolved that the Owners Corporation carry out quarterly, or other agreed frequency, cleaning of the bins.
- 16 **APPOINTMENT OF BUILDING MANAGER**
Resolved that the Owners Corporation RESOLVE to engage Denise Nicholls for \$800 per month as the building manager for a further 3 year period.
- 17 **FIRE SAFETY**
Resolved that the Owners Corporation complete regular fire safety maintenance required under the Environmental Planning and Assessment Regulations 2000 (servicing essential fire safety measures within the building).
Engage a suitably qualified consultant "Competent Fire Safety Practitioner" to carry out an Annual Fire Safety Statement (and report) in accordance with Part 9, Division 5 of the NSW Environmental Planning and Assessment Regulations 2000 as amended; and
To submit any corrective actions report to the Strata Committee to determine what action is required, if any; and
To delegate to the Strata Managing Agent the undertaking of seeking quotations, engaging the contractor to prepare the statement, sign the statement on behalf of the scheme, lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner and any ancillary work approved by the Strata Committee.
Furthermore, that the Strata Manager completes the works in accordance with the Agency Agreement additional duties.
- 18 **WH & S**
Defeated That a consultant be appointed to complete a risk assessment of the common property for the Strata Scheme.
- 19 **CAPITAL WORKS FUND**
Defeated That a consultant be appointed to assess the actual and expected capital works fund requirements (Capital Works Plan) in accordance with Section 80(6) of the Strata Schemes Management Act 2015.
- 20 **BUILDING MAINTENANCE AND REPAIRS**
Resolved the Owners - Strata Plan No. 51660 discuss the building maintenance and repairs and any continued action based on the hydraulic consultants report which is currently underway. Furthermore, that there are ongoing works being undertaken by

Sydney Remedial and Tai Irwin Plumbing as per previous approvals. Anything outside of the original scope of reappear unless deemed urgent will be presented to the owners corporation for approval.

21 FIRE UPGRADE

Resolved that the Owners Corporation discuss the fire services upgrade to the building and future requirements. Furthermore, that the Strata Committee are still awaiting a report from Eagle Fire regarding the water pressure and mains access as well as sprinkler requirements. This motion was discussed but no decision has been made on any expenditure.

22 LIFT REPLACEMENT

Deferred That the Owners Corporation discuss the proposed lift replacement to the building and the next steps. Furthermore, JCA tender information was tabled at the meeting and this will be presented by the strata committee to the owners corporation at a later date for any acceptance or approval.

23 BUDGET

Resolved to adopt the statement of expenses "budgets" prepared by Strata One and the Strata Committee pursuant to Section 79 of the Strata Schemes Management Act 2015.

24 CONTRIBUTIONS

Resolved that the levy contributions be determined pursuant to Sections 81 of the Strata Schemes Management Act 2015 be made as follows:

a) To the Administrative Fund - at the rate of \$176,400.00 excl. GST per annum payable quarterly in advance (last year \$168,000.00 excl. GST)

b) To the Capital Works Fund - at the rate of \$168,000.00 excl. GST per annum payable quarterly in advance (last year \$159,600.00 excl. GST)

c) That both contributions be paid in equal quarterly instalments, the first such instalment being due on 1/06/2023 and subsequent instalments being due on the first days of 1/09/2023, 1/12/2023, 1/03/2024.

d) That contributions equal to the final instalment be due and payable and issued in the same frequency as specified above until such time as a new budget is adopted by the Owners Corporation at the next Annual General Meeting.

Proposed Administrative Fund Levy

Levy Period	Due date	Total (incl GST)
01/06-31/08	01/06/2023	\$46,200.00
01/09-30/11	01/09/2023	\$49,280.00
01/12-28/02	01/12/2023	\$49,280.00
01/03-31/05	01/03/2024	\$49,280.00
	Total	\$194,040.00
01/06-31/08	01/06/2024	\$46,200.00
01/09-30/11	01/09/2024	\$46,200.00

Proposed Capital Works Fund Levy

Levy Period	Due date	Total (incl GST)
01/06-31/08	01/06/2023	\$43,890.00
01/09-30/11	01/09/2023	\$46,970.00
01/12-28/02	01/12/2023	\$46,970.00
01/03-31/05	01/03/2024	\$46,970.00
	Total	\$184,800.00
01/06-31/08	01/06/2024	\$46,200.00
01/09-30/11	01/09/2024	\$46,200.00

25 AUDITOR

Resolved the Owners - Strata Plan No. 51660 by ordinary resolution to appoint an auditor to audit the accounts and financial statements of the Owners Corporation.

26 **INSURANCE**

Amended and Resolved that the Owners Corporation confirms the following;

(1) General Insurances - That the Owners Corporation note and confirm the general insurance cover as effected over the strata scheme and detailed in the meeting agenda.

(2) Office Bearers Liability Insurance - That the Owners Corporation effects/renews Office Bearer's Liability insurance to cover office holders and/or Strata Committee Members from damages claims arising as a result of an act of omission, committed or omitted in good faith in performing the functions of their office, at the existing level of cover as shown in the Insurance Summary contained within the notice of the Annual General Meeting or such other limit that may be determined by the meeting.

(3) Insurance Quotations - That the Owners Corporation authorise and delegate to the Strata Committee and Strata Managing Agent the function of obtaining three (3) quotations for insurance over the strata scheme and further that the Strata Managing Agent be authorised and directed to arrange appropriate cover (following motion appoints a broker).

(4) That the Strata Managing Agent be instructed to renew next years insurance policy through a recommended insurance broker, subject to recommendations being presented to the Strata Committee for a final decision.

(5) Valuation - That the Strata Managing Agent **NOT** be authorised to arrange an annual revaluation of the building for insurance purposes for replacement.

27 **REPORT ON COMMISSIONS AND TRAINING**

Resolved the Owners - Strata Plan No. 51660 RESOLVES by ordinary resolution to consider the report from the strata manager as to whether, and what commissions or training services have been provided to or paid for the agent (other than the Owners Corporation) in connection with the exercise by the agent of functions for the scheme during the preceding 12 months and particulars of any such commission or training services and estimates of any such commissions or training services that the agent believes are likely to be provided to or paid for the agent in the following 12 months.

Furthermore, an insurance brokerage fee of \$1,480.40 was received in the past 12 months, and an amount of approximately \$1,776.00 in brokerage commission is expected to be received in the next next 12 months. The equivalent of \$0.00 in training services was received in the past 12 months, and an amount of \$0.00 in training services is expected to be received in the next 12 months.

28 **REPORT ON ACTIVITY UNDER DELEGATION**

Resolved under the Act, the Strata Managing Agent is to report to the Owners on activities relating to its delegation under the Agency Agreement.

29 **GENERAL MEETING MATTERS**

Resolved that The Owners - Strata Plan No. 51660 RESOLVES by ordinary resolution in accordance with clause 6(a) and 9(i) of Schedule 1 of the Strata Schemes Management Act 2016 to decide if any matter or type of matter is to be determined by the Owners Corporation in General Meeting.

30 **DEBT RECOVERY**

Resolved that the Owners Corporation pursuant to the Strata Schemes Management Act 2015 including section 103, for the purpose of collecting or recovering levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do any one or more of the following:

i. 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 51660;

ii. to commencing, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owners 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;

- iii. enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;
- iv. filing and appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- v. liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

31 PAYMENT PLANS

Resolved the Owners - Strata Plan No. 51660 RESOLVES by ordinary resolution in accordance with section 85(5) of the Strata Schemes Management Act 2015 to decide whether to offer payment plans in respect of overdue contributions, either generally or in particular cases which include the following terms:

- (a) the schedule of payments for the amounts owing and the period for which the plan applies;
- (b) the manner in which the payments are to be made; and
- (c) contact details for a member of the Strata Committee or a Strata Managing Agent who is to be responsible for any matters arising in relation to the payment plan.

32 ELECTRONIC COMMUNICATION

Resolved that the Owners Corporation pursuant gives authority for the service of documents on Owner, Agent or Tenant of Lot by Owners Corporation to be implemented by the Strata Managing Agent.

Service of documents on Owner, Agent or Tenant of Lot by Owners Corporation.

A document may be served on the Owner, Agent or Tenant of Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

33 TERM DEPOSITS

Resolved that the duly elected Treasurer be authorised to provide standing instructions to the Strata Managing Agent concerning the investment of trust funds into higher interest bearing accounts.

34 RESTRICTION ON STRATA COMMITTEE

Resolved that, for the purpose of Section 36 (3) of the Strata Schemes Management Act 2015, the Strata Committee is restricted from spending more than \$7,500.00 outside of budget to a General Meeting of Owners for approval.

35 STRATA COMMITTEE

Resolved that in accordance with Regulation 9 of the Strata Schemes Management Regulation 2016, the election of the Strata Committee takes place and that:

- a) The Chairperson announce the names of the candidates already nominated in writing for election to the Strata Committee; and
- b) The Chairperson call for any oral nominations of candidates eligible for election to the Strata Committee;
- c) The Chairperson declare that nominations are closed;
- d) That the number of members to the Strata Committee be set at **5** as follows;
 - Brian Fong (24)
 - Orada Abhay (39)
 - Denise Nichols (45)
 - Sandra Rassinger (52)
 - Joanne McFarlane (53)

36 **NEXT YEAR'S MEETING**

Resolved that the date, time and venue of next year's Annual General Meeting and Strata Committee Meeting be determined as Tuesday, 7th May 2024 at 6:00pm.

That the Strata Committee be empowered to change the date, time and venue of the Annual General Meeting should the agreed date later be determined as unsuitable.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:00p.m.

MINUTES OF STRATA COMMITTEE MEETING

STRATA PLAN: 51660

ADDRESS: 78-80 Alexander Street, Crows Nest

Minutes of the meeting of the Strata Committee of the Owners - Strata Plan 51660 held on Tuesday, 06 June 2023 immediately following the Annual General Meeting.

PRESENT:

Lot #	Unit #	Attendance	Owner Name
52	52	Yes	Sandra Ressinger
53	53	Yes	Joanne McFarlane
45	45	Yes	Denise Nicholls
24	24	Yes	Brian Fong
39	39	Yes	Orada Abhay

CHAIRPERSON: Charles Wiggins

IN ATTENDANCE: Steve Coleman (6) (Proxy to Denise Nichols (45)), Emi Yasuda (20), Samuel Duncan & Sumi Kim (23), Jackey Lui (46), Carrie Chan (48) (Proxy to Joanne McFarlane (53)).

MINUTES

1 MINUTES

Resolved the Owners - Strata Plan No. 51660 RESOLVE by ordinary resolution to confirm the minutes of the owners corporation held on 17/05/2022.

2 OFFICE BEARERS

Resolved that the Office Bearers for the year ensuing be elected.

- Chairperson - Orada Abhay
- Secretary - Joanne McFarlane
- Treasurer - Sandra Rassingier

3 REPRESENTATIVES

Resolved to appoint a representative, Denise Nicholls and substitute representative, Joanne McFarlane to communicate with the Strata Managing Agent on behalf of the Owners Corporation.

4 STRATA HUB

Resolved the Owners - Strata Plan No. 51660 RESOLVE by ordinary resolution to engage the services of Strata One to assist with the data upload as required by Fair Trading.

5 DISCLOSURE OF PECUNIARY INTEREST

Resolved the strata committee RESOLVES to:

- (a) receive any disclosures under clause 18 of Schedule 2 of the Strata Schemes Management Act 2015 regarding pecuniary interests;
- (b) record any such disclosures in a book kept for that purpose;
- (c) determine a fee for payment for inspection of the disclosure book; and

(d) if there are any disclosures made, make a determination as to whether or not that member can be present during any deliberation of the strata committee with respect to the matter or to take part in any decision of the strata committee with respect to the matter.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:20 PM.

Approved Budget to apply from 01/03/2023

*Liability limited by a scheme approved
 under Professional Standards Legislation.*

The Owners - Strata Plan 51660

78-80 Alexander Street, Crows Nest NSW 2065

Administrative Fund

Approved
 budget

Revenue

Levies Due--Admin	176,400.00
<i>Total revenue</i>	<u>176,400.00</u>

Less expenses

Admin--Accounting	1,500.00
Admin--Agent Disbursement--Compliance	400.00
Admin--Agent Disbursements	1,500.00
Admin--Agent Disburst--Archive Storage	360.00
Admin--Agent Disburst--Email/Call	2,000.00
Admin--Agent Disburst--Fixed	2,370.00
Admin--Agent Disburst--Other	900.00
Admin--Agent Disburst--Photocopying & Printing	300.00
Admin--Agent Disburst--Postage	300.00
Admin--Agent Disburst--Work Orders	1,100.00
Admin--Auditors--Audit Services	700.00
Admin--Auditors--Taxation Services	500.00
Admin--Bank Charges	480.00
Admin--Consultants	7,200.00
Admin--Legal & Debt Collection Fees	500.00
Admin--Management Fee--Strata Manager Services	5,000.00
Admin--Management Fees--Standard	21,571.00
Admin--Other Expenses--Admin	1,000.00
Admin--Registration/License/Permit Fees	165.00
Admin--Status Certificate Fees Paid	350.00
Admin--Strata Inspection Fees Paid	100.00
Admin--Supplier Compliance	85.00
Insurance--Premiums	40,000.00
Maint Bldg--Airconditioning	700.00
Maint Bldg--Cleaning--Bins	1,500.00
Maint Bldg--Cleaning--Carpet/Furniture	2,600.00
Maint Bldg--Cleaning--Contracts	23,500.00
Maint Bldg--Doors, Windows & Locks	2,000.00
Maint Bldg--Electrical	500.00
Maint Bldg--Exhaust/Ventilation Systems	800.00
Maint Bldg--Facility Management	6,800.00
Maint Bldg--Fire Protection	7,000.00
Maint Bldg--Fire Protection--Contract	4,140.00
Maint Bldg--Fire Protection--Monitoring	3,500.00

Administrative Fund

	Approved budget
Maint Bldg--Garage Doors	440.00
Maint Bldg--Gutters & Downpipes	2,000.00
Maint Bldg--Lift--Maintenance Contract	8,600.00
Maint Bldg--Lift--Registration Fees	100.00
Maint Bldg--Lift--Telephone	1,500.00
Maint Bldg--Pest/Vermin Control	1,500.00
Maint Bldg--Plumbing & Drainage	10,000.00
Maint Bldg--Pumps	2,000.00
Maint Bldg--Sanitary Bins	300.00
Utility--Electricity	16,000.00
Utility--Water & Sewerage	11,000.00
<i>Total expenses</i>	<u>194,861.00</u>
Surplus/Deficit	<u>(18,461.00)</u>
Opening balance	70,512.96
Closing balance	<u><u>\$52,051.96</u></u>
Total units of entitlement	10000
Levy contribution per unit entitlement	\$19.40
Budgeted standard levy revenue	176,400.00
Add GST	17,640.00
Amount to raise in levies including GST	<u>\$194,040.00</u>

Capital Works Fund**Approved
budget****Revenue**

Levies Due--Capital Works	168,000.00
<i>Total revenue</i>	<u>168,000.00</u>

Less expenses

Admin--Income Tax Preparation	700.00
Hot Water System Replacement	5,500.00
Maint Bldg--Consultants	35,000.00
Maint Bldg--General Replacement	15,000.00
Maint Bldg--Roof	5,000.00
Maint Bldg--Water Penetration	180,000.00
<i>Total expenses</i>	<u>241,200.00</u>

Surplus/Deficit(73,200.00)

Opening balance	214,446.46
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Closing balance\$141,246.46

Total units of entitlement 10000

Levy contribution per unit entitlement \$18.48

Budgeted standard levy revenue 168,000.00

Add GST 16,800.00

Amount to raise in levies including GST \$184,800.00

MINUTES OF ANNUAL GENERAL MEETING

STRATA PLAN: 51660

ADDRESS: 78-80 Alexander Street, Crows Nest

Minutes of the Annual General Meeting of the Owners Corporation, Strata Plan 51660 was held on 17/05/2022 from the office of Strata One, 8/12 Rickard Road, Narrabeen via Zoom video conference and commenced at 6:00p.m.

PRESENT:

Lot #	Unit #	Attendance	Owner Name	Representative
6	6	Yes	Coleman, Mr Steve	
12	12	Yes	Petnycia, T & A	Pre-Voted
16	16	Yes	Testa, Adrian	
17	17	Yes	Aitken, William	Pre-voted
20	20	Yes	Yasuda, Emi	
23	23	Yes	Cheung, Christine	
28	28	Yes	Grace, Eileen	
29	29	Yes	Brandt, Dasha	
35	35	Yes	Campbell, A & Aron, A	Pre-voted
36	36	Yes	Goth, John	Pre-voted
37	37	Yes	Seagull, Sunflower	Denise Nicholls (45)
38	38	Yes	Roach, Paul	Denise Nicholls (45)
39	39	Yes	Abhay, Orada	Pre-voted
45	45	Yes	Nicholls, Denise	
46	46	Yes	Lui, Jackey	Chairman StrataOne
48	48	Yes	Chan, Carrie	
49	49	Yes	Brell, Ruanne	Pre-voted
51	51	Yes	Newton, Ellen	
52	52	Yes	Rassinger, Sandra	
53	53	Yes	McFarlane, Joanne	

IN ATTENDANCE: Carlo Conte (48), John Herbert (53), Ann Brockbank and Brad Higgins representing Strata One.

QUORUM: That a quorum was established.

CHAIRPERSON: Ann Brockbank at the request of the meeting.

MINUTES

1 MINUTES

Resolved that the Minutes of the last General Meeting held on 20/12/2021 be confirmed and adopted.

2 AUDITED FINANCIAL STATEMENTS

Resolved to adopt the Audited Statement of Accounts supplied by Strata One Pty Limited for the twelve months ending 28/02/2022.

3 PEST TREATMENT

Resolved that the Owners Corporation undertakes an annual pest inspection and pest treatment of the common property. Furthermore, that it be carried out in December 2022.

- 4 **PUMPS**
Resolved that the Owners Corporation carry out six monthly servicing of the pumps by a suitably qualified tradesman.
- 5 **HOT WATER SYSTEM**
Resolved that the Owners Corporation carry out a quarterly service of the hot water system by a suitably qualified tradesman. Furthermore, that the service be undertaken by Tai Irwin plumbing.
- 6 **ROOF INSPECTION**
Resolved that the Owners Corporation carry out an annual, or other agreed frequency, roof inspection.
- 7 **GUTTER AND DOWNPIPES**
Resolved that the Owners Corporation carry out a quarterly, or other agreed frequency to clean the gutters and down pipes.
- 8 **LIFT MAINTENANCE**
Resolved that the Owners Corporation undertakes a quarterly, or other agreed frequency, service of the lift.
- 9 **MECHANICAL VENTILATION**
Resolved that the Owners Corporation carry out a six monthly frequency, service of the mechanical ventilation.
- 10 **GARAGE DOOR SERVICE**
Resolved that the Owners Corporation undertakes a six monthly frequency, service of the garage doors.
- 11 **CAR PARK CLEAN**
Resolved that the Owners Corporation carry out an annual, or other agreed frequency, clean of the car park. Furthermore, that the annual clean take place in December 2022.
- 12 **BIN CLEANING**
Resolved that the Owners Corporation carry out quarterly cleaning of the bins.
- 13 **FIRE SAFETY**
Resolved that the Owners Corporation complete regular fire safety maintenance required under the Environmental Planning and Assessment Regulations 2000 (servicing essential fire safety measures within the building).
Engage a suitably qualified consultant "Competent Fire Safety Practitioner" to carry out an Annual Fire Safety Statement (and report) in accordance with Part 9, Division 5 of the NSW Environmental Planning and Assessment Regulations 2000 as amended; and
To submit any corrective actions report to the Strata Committee to determine what action is required, if any; and
To delegate to the Strata Managing Agent the undertaking of seeking quotations, engaging the contractor to prepare the statement, sign the statement on behalf of the scheme, lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner and any ancillary work approved by the Strata Committee.
Furthermore, that the Strata Manager completes the works in accordance with the Agency Agreement additional duties.
- 14 **WH & S**
Deferred that a consultant be appointed to complete a risk assessment of the common property for the Strata Scheme.

15 **CAPITAL WORKS FUND**

Defeated that a consultant be appointed to assess the actual and expected capital works fund requirements (Capital Works Plan) in accordance with Section 80(6) of the Strata Schemes Management Act 2015.

16 **WATER INGRESS WORKS**

Resolved the Owners - Strata Plan No. 51660 RESOLVES to empower the Strata Committee to take action based on the hydraulic consultants report which is currently underway. Furthermore, the Strata Committee will request Watermark Services put the scope of works out to tender; after which a recommendation will be made to the Strata Committee. A General Meeting will then be called for the Owners Corporation to appoint a suitably qualified trade to undertake the remedial works with funds to be drawn from existing Capital Works provision.

17 **DISBAND THE GYM**

Resolved that the Owners Corporation Specially RESOLVE to disband the gym and dispose of all gym equipment by the end of 2022. Furthermore, that John Herbert (52) advised that the cross trainer was his personal property and that he would arrange to have it removed.

18 **BUDGET**

Resolved to adopt the statement of expenses "budgets" prepared by Strata One and the Strata Committee pursuant to Section 79 of the Strata Schemes Management Act 2015.

19 **CONTRIBUTIONS**

Resolved that the levy contributions be determined pursuant to Sections 81 of the Strata Schemes Management Act 2015 be made as follows:

a) To the Administrative Fund - at the rate of \$168,000.00 excl. GST per annum payable quarterly in advance.

b) To the Capital Works Fund - at the rate of \$159,600.00 excl. GST per annum payable quarterly in advance.

c) That both contributions be paid in equal quarterly instalments, the first such instalment being due on 1/06/2022 and subsequent instalments being due on the first days of 1/09/2022, 1/12/2022, 1/03/2023.

d) That contributions equal to the final instalment be due and payable and issued in the same frequency as specified above until such time as a new budget is adopted by the Owners Corporation at the next Annual General Meeting.

Proposed Administrative Fund Levy

Levy Period	Due date	Total (incl GST)
01/06-31/08	01/06/2022	\$46,199.63
01/09-30/11	01/09/2022	\$46,199.63
01/12-28/02	01/12/2022	\$46,199.63
01/03-31/05	01/03/2023	\$46,201.10
	Total	\$184,800.00
01/06-31/08	01/06/2023	\$46,200.00
01/09-30/11	01/09/2023	\$46,200.00

Proposed Capital Works Fund Levy

Levy Period	Due date	Total (incl GST)
01/06-31/08	01/06/2022	\$45,319.65
01/09-30/11	01/09/2022	\$45,319.65
01/12-28/02	01/12/2022	\$45,319.65
01/03-31/05	01/03/2023	\$39,601.05
	Total	\$175,560.00
01/06-31/08	01/06/2023	\$43,890.00
01/09-30/11	01/09/2023	\$43,890.00

- 20 **AUDITOR**
Resolved the Owners - Strata Plan No. 51660 by ordinary resolution to appoint an auditor to audit the accounts and financial statements of the Owners Corporation.
- 21 **INSURANCE**
Resolved that the Owners Corporation confirms the following;
- (1) General Insurances - That the Owners Corporation note and confirm the general insurance cover as effected over the strata scheme and detailed in the meeting agenda.
 - (2) Office Bearers Liability Insurance - That the Owners Corporation effects/renews Office Bearer's Liability insurance to cover office holders and/or Strata Committee Members from damages claims arising as a result of an act of omission, committed or omitted in good faith in performing the functions of their office, at the existing level of cover as shown in the Insurance Summary contained within the notice of the Annual General Meeting or such other limit that may be determined by the meeting.
 - (3) Insurance Quotations - That the Owners Corporation authorise and delegate to the Strata Committee and Strata Managing Agent the function of obtaining three (3) quotations for insurance over the strata scheme and further that the Strata Managing Agent be authorised and directed to arrange appropriate cover (following motion appoints a broker).
 - (4) That the Strata Managing Agent be instructed to renew next years insurance policy through a recommended insurance broker, subject to recommendations being presented to the Strata Committee for a final decision.
 - (5) Valuation - That the Strata Managing Agent be authorised to arrange an annual revaluation of the building for insurance purposes for replacement.
- 22 **REPORT ON COMMISSIONS AND TRAINING**
Resolved the Owners - Strata Plan No. 51660 RESOLVES by ordinary resolution to consider the report from the strata manager as to whether, and what commissions or training services have been provided to or paid for the agent (other than the Owners Corporation) in connection with the exercise by the agent of functions for the scheme during the preceding 12 months and particulars of any such commission or training services and estimates of any such commissions or training services that the agent believes are likely to be provided to or paid for the agent in the following 12 months.
- Furthermore, an insurance brokerage fee of \$1,480.40 was received in the past 12 months, and an amount of approximately \$1,776.00 in brokerage commission is expected to be received in the next next 12 months. The equivalent of \$0.00 in training services was received in the past 12 months, and an amount of \$0.00 in training services is expected to be received in the next 12 months.
- 23 **REPORT ON ACTIVITY UNDER DELEGATION**
Resolved that the Owners Corporation accept the report on activities as presented by Strata One.
- 24 **GENERAL MEETING MATTERS**
Resolved that The Owners - Strata Plan No. 51660 RESOLVES by ordinary resolution in accordance with clause 6(a) and 9(i) of Schedule 1 of the Strata Schemes Management Act 2016 to decide if any matter or type of matter is to be determined by the Owners Corporation in General Meeting. Furthermore, no matters were noted for referral.
- 25 **DEBT RECOVERY**
Resolved that the Owners Corporation pursuant to the Strata Schemes Management Act 2015 including section 103, for the purpose of collecting or recovering levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do any one or more of the following:
- i. 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 51660;

ii. to commencing, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owners 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;

iii. enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;

iv. filing and appeal or defending an appeal against any judgment concerning the collection of levy contributions; and

v. liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

26 PAYMENT PLANS

Resolved the Owners - Strata Plan No. 51660 RESOLVES by ordinary resolution in accordance with section 85(5) of the Strata Schemes Management Act 2015 to decide whether to offer payment plans in respect of overdue contributions, either generally or in particular cases which include the following terms:

(a) the schedule of payments for the amounts owing and the period for which the plan applies;

(b) the manner in which the payments are to be made; and

(c) contact details for a member of the Strata Committee or a Strata Managing Agent who is to be responsible for any matters arising in relation to the payment plan.

27 ELECTRONIC COMMUNICATION

Resolved that the Owners Corporation pursuant gives authority for the service of documents on Owner, Agent or Tenant of Lot by Owners Corporation to be implemented by the Strata Managing Agent.

Service of documents on Owner, Agent or Tenant of Lot by Owners Corporation.

A document may be served on the Owner, Agent or Tenant of Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

28 REAPPOINTMENT OF MANAGING AGENT

Resolved that the services of Strata One Pty Limited be engaged as Strata Managing Agents for a period of 36 months from Tuesday, 17 May 2022 and that the delegation be under Section 51 the Strata Schemes Management Act 2015 with delegation to act as Secretary, Chairman and Treasurer of the Owners Corporation and its Strata Committee.

Execution of new agreement will automatically indicate that the existing agreement is terminated by mutual consent.

Furthermore, the Owners Corporation is formally notified that the renewed agreement expires 17/05/2025.

29 PROPOSED BY-LAW MODIFICATIONS - ANIMALS

Resolved 1) The Owners Corporation:

SPECIALLY RESOLVE pursuant to s141(1) of the *Strata Schemes Management Act 2015 (NSW)* to change the by-laws of the Strata Scheme to:

repeal By-Law 16 entitled "Keeping of Animals" as it is no longer in keeping with the current law in regards to the keeping of animals and to hereby add this repeal to the Notice of Meeting dated 17/05/2022;

and

direct the Strata Manager of the Owners Corporation to delete the above noted by-law from the consolidated copy of the by-laws and for an updated consolidated copy of the by-laws to be lodged at the NSW Land Registry.

2) The Owners Corporation:

SPECIALLY RESOLVE pursuant to s141(1) of the *Strata Schemes Management Act 2015 (NSW)* to change the by-laws of the Strata Scheme to:

add Special By-Law entitled "Registration of Animals" to the Notice of Meeting dated 17/05/2022, to the by-laws of the Owners Corporation without amendment;

and

direct the Strata Manager of the Owners Corporation to include the above by-law(s) in a consolidated copy of the by-laws and for a consolidated copy of the by-laws to be lodged at the NSW Land Registry.

3) The Owners Corporation:

SPECIALLY RESOLVE pursuant to s141(1) of the *Strata Schemes Management Act 2015 (NSW)* to change the by-laws of the Strata Scheme to:

add Special By-Law entitled "Controls on Animals" to the Notice of Meeting dated 17/05/2022, to the by-laws of the Owners Corporation without amendment;

and

direct the Strata Manager of the Owners Corporation to include the above by-law(s) in a consolidated copy of the by-laws and for a consolidated copy of the by-laws to be lodged at the NSW Land Registry.

1. Special By-law ____ - Registration of Animals

1. The following restrictions apply to the care and control of animals within the strata plan:
 - a) All animals must be registered with the strata committee with full details being provided, including photo, breed, size, weight, vaccinations, microchip, a daytime contact phone number of the pet owner, and details of any obedience courses undertaken. In the event of young animals, please also provide details as to their anticipated size at maturity;
 - b) Only registered animals are permitted within the building;
 - c) Only one cat or dog is able to be registered per unit;
 - d) Visiting pets are strictly limited to registered service animals;
 - e) Full care and control must be exercised over registered animals at all times;
 - f) Off leash dogs are strictly forbidden on common property;
 - g) Permission for any registered animal will be revoked if:
 - i. the animal creates a nuisance, and makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant;
 - ii. the animal is aggressive, and repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant;

- iii. the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant;
- iv. the animal repeatedly causes damage to the common property or another lot, including the soiling of common property or another lot when this is not immediately rectified by the owner;
- v. the animal endangers the health of another occupant through infection or infestation;
- vi. the animal causes a persistent offensive odour that penetrates another lot or the common property;
- vii. the animal is declared to be a menacing or dangerous dog under section 34 of the Companion Animals Act 1998;
- viii. the terms of this by-law and by-law ____, "Controls on Animals" are not met.

1. Special by-law ____ - Controls on Animals

- (1) Subject to section 157 of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the prior written approval of the strata committee, keep any animal on the lot or the common property.
- (2) The strata committee must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property, and will be pleased to consider applications for cats, small dogs, small caged birds, or fish kept in a secure aquarium.
- (3) If an owner or occupier of a lot keeps an animal on the lot then the owner or occupier must:
 - (a) register the animal with the strata committee prior to the animal being kept on the lot;
 - (b) keep the animal within the lot;
 - (c) if the animal has to exit the lot, then the animal must be closely controlled at all times, and either leashed or securely carried across common property;
 - (d) ensure the animal does not soil on any areas of the common property,
 - (e) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal;
 - (f) animals are only to use the rear exit door of the building;
 - (g) all pet food must be contained in such a way that it does not attract vermin;
 - (h) kitty litter must be wrapped and properly disposed of in the garbage. At no point may kitty litter be flushed & any remedial repairs required to the plumbing due to improper use will be at the Owner/Occupiers expense.
 - (i) Occupier's must have a signed letter from the Owner of the unit permitting the keeping of an animal, and this letter must be supplied along with a copy of the lease. Agents will not be permitted to sign on behalf of owners.
 - (j) any modifications to the unit to accommodate the pet must be approved in advance by the Owners Committee.

Furthermore, that the Owners Corporation stipulated that pets must not be exercised on common property, namely the fourth floor terrace. It was agreed to install a sign on the fourth floor advising residents that pets are not permitted on the common area terrace.

30 TERM DEPOSITS

Resolved that the duly elected Treasurer be authorised to provide standing instructions to the Strata Managing Agent concerning the investment of trust funds into higher interest bearing accounts.

31 RESTRICTION ON STRATA COMMITTEE

Resolved that, for the purpose of Section 36 (3) of the Strata Schemes Management Act 2015, the Strata Committee is restricted from spending more than \$7,500.00 outside of budget to a General Meeting of Owners for approval.

32 **STRATA COMMITTEE**

Resolved that in accordance with Regulation 9 of the Strata Schemes Management Regulation 2016, the election of the Strata Committee takes place and that:

- a) The Chairperson announce the names of the candidates already nominated in writing for election to the Strata Committee; and
- b) The Chairperson call for any oral nominations of candidates eligible for election to the Strata Committee;
- c) The Chairperson declare that nominations are closed;
- d) That the number of members to the Strata Committee be set. at one (1) namely:
 - Ellen Newton (51)

33 **NEXT YEAR'S MEETING**

Resolved that the date, time and venue of next year's Annual General Meeting and Strata Committee Meeting be scheduled for Tuesday May 16, 2023.

That the Strata Committee be empowered to change the date, time and venue of the Annual General Meeting should the agreed date later be determined as unsuitable.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:00p.m.

MINUTES OF STRATA COMMITTEE MEETING

STRATA PLAN: 51660

ADDRESS: 78-80 Alexander Street, Crows Nest

Minutes of the meeting of the Strata Committee of the Owners - Strata Plan 51660 held on Tuesday, 17 May 2022 immediately following the Annual General Meeting.

PRESENT:

Lot #	Unit #	Attendance	Owner Name
51	51	Yes	Ellen Newton

IN ATTENDANCE: Steve Coleman (6), Adrian Testa (16), Emi Yasuda (20), Christine Cheung (23), Eileen Grace (28), Dasha Brandt (29), Denise Nicholls (45), Carrie Chan & Carlo Conte (48), Ellen Newton (51), Sandra Rassinger (52), John Herbert (53), Ann Brockbank & Brad Higgins representing Strata One.

CHAIRPERSON: Ann Brockbank

MINUTES

1 MINUTES

Resolved the Owners - Strata Plan No. 51660 RESOLVE by ordinary resolution to confirm the minutes of the owners corporation held on 19/04/2022.

2 OFFICE BEARERS

Resolved that the Office Bearers for the year ensuing be elected as follows:

- Ellen Newton - Secretary (51)

Furthermore, that Strata One to undertake the roles of Chairperson and Treasurer as per the delegated authority under the Agency Agreement.

3 REPRESENTATIVES

Resolved to appoint Ellen Newton (51) as representative and Denise Nicholls (Building Manager) as substitute representative to communicate with the Strata Managing Agent on behalf of the Owners Corporation.

4 DISCLOSURE OF PECUNIARY INTEREST

Resolved the strata committee RESOLVES to:

- (a) receive any disclosures under clause 18 of Schedule 2 of the Strata Schemes Management Act 2015 regarding pecuniary interests;
- (b) record any such disclosures in a book kept for that purpose;
- (c) determine a fee for payment for inspection of the disclosure book; and
- (d) if there are any disclosures made, make a determination as to whether or not that member can be present during any deliberation of the strata committee with respect to the matter or to take part in any decision of the strata committee with respect to the matter.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:08p.m.

**Approved Budget
 to apply from 01/03/2022**

The Owners - Strata Plan 51660

78-80 Alexander Street, Crows Nest NSW 2065

Administrative Fund

	Approved budget
Revenue	
Levies Due--Admin	168,000.00
<i>Total revenue</i>	<u>168,000.00</u>
Less expenses	
Admin--Agent Disbursement--Compliance	400.00
Admin--Agent Disbursements	3,300.00
Admin--Agent Disburst--Archive Storage	360.00
Admin--Agent Disburst--Email/Call	2,000.00
Admin--Agent Disburst--Other	900.00
Admin--Agent Disburst--Photocopying & Printing	300.00
Admin--Agent Disburst--Postage	300.00
Admin--Agent Disburst--Work Orders	1,020.00
Admin--Auditors--Audit Services	700.00
Admin--Auditors--Taxation Services	500.00
Admin--Bank Charges	480.00
Admin--Consultants	7,200.00
Admin--Legal & Debt Collection Fees	500.00
Admin--Management Fee--Strata Manager Services	5,000.00
Admin--Management Fees--Standard	20,943.00
Admin--Other Expenses--Admin	1,000.00
Admin--Registration/License/Permit Fees	165.00
Admin--Special Levy	42,500.00
Admin--Status Certificate Fees Paid	350.00
Admin--Strata Inspection Fees Paid	100.00
Admin--Supplier Compliance	85.00
Insurance--Premiums	33,108.00
Maint Bldg--Airconditioning	700.00
Maint Bldg--Cleaning--Bins	1,000.00
Maint Bldg--Cleaning--Carpet/Furniture	2,648.00
Maint Bldg--Cleaning--Contracts	22,000.00
Maint Bldg--Doors, Windows & Locks	2,000.00
Maint Bldg--Electrical	500.00
Maint Bldg--Facility Management	6,600.00
Maint Bldg--Fire Protection	5,000.00
Maint Bldg--Fire Protection--Contract	4,140.00
Maint Bldg--Fire Protection--Monitoring	3,500.00
Maint Bldg--Garage Doors	440.00
Maint Bldg--Gutters & Downpipes	1,790.00
Maint Bldg--Gym Equipment	880.00

Administrative Fund

	Approved budget
Maint Bldg--Hot Water Service	900.00
Maint Bldg--Lift--Maintenance Contract	8,159.00
Maint Bldg--Lift--Registration Fees	100.00
Maint Bldg--Lift--Telephone	1,500.00
Maint Bldg--Pest/Vermin Control	1,000.00
Maint Bldg--Plumbing & Drainage	10,000.00
Maint Bldg--Pumps	2,000.00
Maint Bldg--Sanitary Bins	300.00
Utility--Electricity	16,000.00
Utility--Water & Sewerage	11,000.00
<i>Total expenses</i>	<u>223,368.00</u>
Surplus/Deficit	<u>(55,368.00)</u>
Opening balance	74,453.47
Closing balance	<u><u>\$19,085.47</u></u>
Total units of entitlement	10000
Levy contribution per unit entitlement	\$18.48
Budgeted standard levy revenue	168,000.00
Add GST	16,800.00
Amount to raise in levies including GST	<u>\$184,800.00</u>

Capital Works Fund

	Approved budget
Revenue	
Levies Due--Capital Works	159,600.00
<i>Total revenue</i>	<u>159,600.00</u>
Less expenses	
Admin--Income Tax Preparation	500.00
Hot Water System Replacement	5,500.00
Maint Bldg--Consultants	35,000.00
Maint Bldg--General Replacement	15,000.00
Maint Bldg--Roof	5,000.00
Maint Bldg--Water Penetration	180,000.00
<i>Total expenses</i>	<u>241,000.00</u>
Surplus/Deficit	<u>(81,400.00)</u>
Opening balance	237,859.01
Closing balance	<u><u>\$156,459.01</u></u>
Total units of entitlement	10000
Levy contribution per unit entitlement	\$17.56
Budgeted standard levy revenue	159,600.00
Add GST	15,960.00
Amount to raise in levies including GST	<u>\$175,560.00</u>

MINUTES OF GENERAL MEETING

STRATA PLAN: 51660

ADDRESS: 78-80 Alexander Street, Crows Nest

Minutes of the General Meeting of the Owners Corporation, Strata Plan 51660 was held on 20/12/2021, Strata One 8/12 Rickard Road, Narrabeen commenced at 10:30a.m.

PRESENT:

Lot #	Unit #	Attendance	Owner Name
6	6	Yes	Coleman, Mr Steve & Mrs Laura
9	9	Yes	Liu, Kevin Xiaohai Tang & Huiping
12	12	Yes	Petnycia, Tania & Arunas
36	36	Yes	Goth, John Charles
37	37	Yes	Seagull, Sunflower Tree
39	39	Yes	Abhay, Orada
45	45	Yes	Nicholls, Denise
48	48	Yes	Chan, Carrrie
50	50	Yes	Sieur, Oliver
51	51	Yes	Newton, Ellen
52	52	Yes	Rassinger, Sandra
53	53	Yes	McFarlane, Joanne

IN ATTENDANCE: Ann Brockbank representing Strata One.

QUORUM: That a quorum was established.

CHAIRPERSON: Ann Brockbank at the request of the meeting.

MINUTES

1 MINUTES OF MEETING

Resolved that the Minutes of the last General Meeting held on 11th May 2021 be confirmed and adopted.

2 PROPOSED WORKS FOR LOT 48

Resolved the Owners Corporation:

SPECIALLY RESOLVE pursuant to s141(1) of the *Strata Schemes Management Act 2015 (NSW)* to

change the by-laws of the Strata Scheme to:

add Special By-Law entitled Common Property Rights By-Law for Lot 48, Major Renovations, a copy of which was attached and marked "Special by-law 6" to the Notice of Meeting dated 20/12/2021, to the by-laws of the Owners Corporation without amendment,

and

add Special By-Law entitled Major Works to Lot 48, a copy of which was attached and marked "Special by-law 7" to the Notice of Meeting dated 20/12/2021, to the by-laws of the Owners Corporation without amendment,

and

direct the Strata Manager of the owners corporation to include the above by-law(s) in a consolidated copy of the

by-laws and for a consolidated copy of the by-laws to be lodged at the NSW Land Registry. The Owners note that pursuant to s.143(1) of the Act, the consent of the lot owner(s) is required in respect of the Common Property Rights Special By-Law 6 and direct the Strata Manager to retain a copy of the relevant consent in the records of the strata scheme.

3 SPECIAL BY-LAW - LOT 48

Resolved special By-law 7 - Common Property Rights By-Law for Lot 48, Major Works

1.Introduction

This by-law is made pursuant to Part 7 Division 3 of the *Strata Schemes Management Act 2015* in order to grant the Owner of Lot 48 a right of special privileges, exclusive use and enjoyment over certain parts of the Common Property as set out in this by-law and in connection with the Works.

2.Application of Major Works By-Law

The conditions and requirements of Special By-law 7, Major Works to Lot 48, are incorporated into this by-law as if set out in full herein.

3.Exclusive use

Despite any other by-law, but subject to the clauses of this special by-law, the Owner shall be entitled to exclusive use over such part of the Common Property where the Works have been installed, including any support provided by the Common Property, and where applicable use of space previously occupied by Common Property.

The Owner will remain responsible for the repair and maintenance of:

(a) the Works; and

(b) any parts of the Common Property affected or modified by the Works or providing direct support to the Works.

The Owner will be responsible for any increased costs of any repairs to Common Property resulting from the Works whether as part of planned or unplanned repair or maintenance works performed by the Owners Corporation.

For the avoidance of doubt, where any Common Property has been removed and replaced or substituted with any part of the Works, the obligation to repair and maintain that part of the Works will rest with the Owner.

4.Emergency Works

The Owners Corporation has the right to perform any works which the Executive Committee or Strata Manager, acting reasonably, believe are required to be urgently performed to any of the Works (including entering into the Lot Owners' lot to perform the works) to prevent loss and damage to another lot or Common Property.

5.Definitions

In this by-law:

- 1) Common Property means the common property in the strata scheme;
- 2) Major Works By-Law means Special By-Law No.7;
- 3) Owner means the owner(s) of Lot 48;
- 4) Restrictions means any particular limitations on the Works, or the manner in which the Works are to be performed, communicated to the Owner by the Strata Manager or Strata Committee;
- 5) Works means:

- a) those works set out in the plans provided to the Owners Corporation in connection with the Works; and
- b) those works detailed in Part 5 of Special By-law 7, Major Works to Lot 48;
- c) specifically, the works to renovate Lot 48 including stripping out the current toilet, vanity, vanity mixer taps, shower head, shower mixer taps, drop-in bathtub, bath mixer taps and replace with new;
- d) Note that the current tiles/waterproofing will be maintained, and additional waterproofing will be added underneath the bath and the bath lip.

Special By-law 7- Major Works to Lot 48

PART 1 - Rights and Obligations

1. Notwithstanding anything contained in the by-laws which otherwise apply to this scheme, all current and future Owners of Lot 48 in Strata plan no. 51660 are subject to the benefits and obligations hereby outlined in this by-law.

PART 2 - Definitions

1. In this By-Law, unless otherwise required by the context:
 - 1.1 Act means *Strata Schemes Management Act 2015*.
 - 1.2 By-Law means this by-law.
 - 1.3 Common Property means any part of the common property created by the registration of Strata plan no. 51660.
 - 1.4 Executive Committee means the Executive Committee for the time being of Strata plan no. 51660.
 - 1.5 Fixtures and Fittings means all fixtures and fittings that the Owner repairs, replaces or adds to the Common Property in carrying out, or repairing or maintaining, the Work.
 - 1.6 Lot means Lot 48 in Strata plan no. 51660.
 - 1.7 Owner means the owner(s) for the time being of Lot 48 in Strata plan no. 51660.
 - 1.8 Owners Corporation means the Owners Corporation created by the registration of Strata plan no. 51660.
 - 1.9 Public Authority has the meaning given to it in the *Environmental Planning and Assessment Act 1979*.
 - 1.10 Regulation means *Strata Schemes Management Regulation 2017*.
 - 1.11 Work means the works set out in Part 5 and the Attachments, and includes any further work carried out to maintain, repair or replace that work.
2. Unless otherwise defined, any term has the same meaning as in the Act.
3. A reference to legislation is also a reference to any amending or replacing legislation.
4. In the case of any inconsistency between a provision of this by-law and any other by-law then, to the extent of such inconsistency, the terms of this by-law prevail.

PART 3 - Alteration to Lot 48

1. Subject to the conditions set out below, the Owners Corporation permits the Owner to undertake the building works to the Lot and to the Common Property more particularly described in PART 5.
2. Permission is granted for the Owners to carry out the Work, subject to the below conditions.

PART 4 - Conditions:

1. Before the Works

Prior to commencing the Works, the Owner must provide to the Owners Corporation:

- a) a copy of a certificate of currency for the duration of the Works of Contractors' All Risks insurance cover in an insurance office of repute (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), in an amount of not less than \$10 million.
2. During the Works
 - a) The Owner is liable for the cost of the Work, including all costs associated with drafting, amending and registering this By-Law.
 - b) The Work must be carried out in a professional and workmanlike manner by duly licensed and insured tradespeople, in compliance with the Building Code of Australia and all pertinent Australian Standards and any manufacturer's specifications.
 - c) The Owner is responsible to maintain and keep the Work, including the Fixtures and Fittings, in a state of good and serviceable repair, including replacing the Work and the Fixtures and Fittings as and when necessary.
 - d) The Owner indemnifies the Owners Corporation in respect of any damage (whether now or in the future) occasioned to any Common Property or to any other lot within the Strata Plan for whatever reason as a consequence of the Owners carrying out the Work.
 - e) The Owner indemnifies the Owners Corporation for all costs incurred by the Owners Corporation as a result of the Owner's breach of this By-Law.
 - f) To the extent that the Work will encroach upon the lot of any other owner, then the Owner must obtain the written consent of the other owner prior to carrying that part of the work.
 - g) The work must be undertaken in such a way as to cause minimum disturbance or inconvenience to the owners or occupiers of the other lots or their invitees, including providing to the Owners Committee 14 days notice in writing prior to the date of commencement of the Works. A copy of that notice shall be placed on the noticeboard by the Owner, and such notice shall include the commencement date of the Works, the expected duration of the Works, the Lot number in which the Works are to be carried out, and the name and telephone number of a contact person to receive queries or complaints about the Works.

3. After the Works

After completion of the Work, the Owner must provide the Owners Corporation with:

- a) a copy of any requisite compliance certificates.

PART 5 - Scope of Works

1. Works means:

- 1) those works set out in the plans provided to the Owners Corporation in connection with the request to perform the works; and
- 2) specifically, the works to renovate Lot 48, including:
 - a) Stripping out the toilet, vanity, mixer taps, shower head, and replacing with new fixtures;
 - b) Replacing the current drop-in bathtub with a new drop-in bathtub;
 - c) Installing a new shower screen;
 - d) Installing a new mixer set for the vanity and bathtub;
 - e) Installing a new shower head and mixer for the shower;
 - f) All drainage to remain unchanged;
 - g) Current tiles and waterproofing will be maintained, and additional waterproofing will be added underneath the bath and on the bath lip;
 - h) All rubbish to be removed and disposed off site.

[End of proposed by-law.]

CLOSURE: There being no further business, the chairperson declared the meeting closed at 11:00a.m.

MINUTES OF ANNUAL GENERAL MEETING

STRATA PLAN: 51660

ADDRESS: 78-80 Alexander Street, Crows Nest

Minutes of the Annual General Meeting of the Owners Corporation, Strata Plan 51660 was held on 11/05/2021 at the office of Strata One, 8/12 Rickard Road, Narrabeen via videoconference and commenced at 6:00p.m.

PRESENT:

Lot #	Unit #	Attendance	Owner Name	Representative
1	1	Yes	Drioli, Rosa	Sandra Rassinger (53)
2	2	Yes	Zhu, Judy	Ellen Newton (51)
6	6	Yes	Coleman, Mr S & Mrs L	
12	12	Yes	Petnycia, Tania & Arunas	Pre-voted
16	16	Yes	Testa, Adrian	
20	20	Yes	Yasuda, Emi	
23	23	Yes	Cheung, Christine	
25	25	Yes	Miller, Sean	Ann Brockbank (SO)
28	28	Yes	Eileen Grace & A. Bishop	Fiona Erhardt (38)
30	30	Yes	Fung, Lillian	
37	37	Yes	Seagull, Sunflower Tree	Denise Nicholls (45)
38	38	Yes	Erhardt, Fiona	
39	39	Yes	Abhay, Orada	Pre-voted
41	41	Yes	Lui, Michelle Chui Sum	Chairperson
43	43	Yes	Phyllis S.Y. & W.L. Ho	Pre-voted
45	45	Yes	Nicholls, Denise	
46	46	Yes	Lui, Jackey	Denise Nicholls (45)
48	48	Yes	Chan, Carrie	Carlo Conte (48)
49	49	Yes	Brell, Ruanne Carola	Fiona Erhardt (38)
50	50	Yes	Sieur, Oliver A	
51	51	Yes	Newton, Ellen	
52	52	Yes	Rassinger, Sandra	
53	53	Yes	McFarlane, Joanne	Pre-voted
54	54	Yes	Myles Rogerson	

IN ATTENDANCE: Ann Brockbank representing Strata One.

QUORUM: That a quorum was established.

CHAIRPERSON: Ann Brockbank at the request of the meeting.

MINUTES

1 MINUTES

Resolved that the Minutes of the last General Meeting held on 22/05/2020 be confirmed and adopted.

2 TREASURERS FINANCIAL REPORT

Resolved that the Owners Corporation acknowledge the Treasurers report outlining the expenses for the 2020 year end, and the proposed budget and levies for 2021.

3 AUDITED FINANCIAL STATEMENTS

Resolved to adopt the Audited Statement of Accounts supplied by Strata One Pty Limited for the twelve months ending 28/02/2021.

- 4 **PEST TREATMENT**
Resolved that the Owners Corporation undertakes an annual, or other agreed frequency, pest inspection and/or pest treatment of the common property.
- 5 **PUMPS**
Resolved that the Owners Corporation carry out an annual, or other agreed frequency, servicing of the pumps by a suitably qualified tradesman.
- 6 **HOT WATER SYSTEM**
Resolved that the Owners Corporation carry out a six monthly service of the hot water system by a suitably qualified tradesman.
- 7 **ROOF INSPECTION**
Resolved that the Owners Corporation carry out an annual roof inspection.
- 8 **GUTTER AND DOWNPIPES**
Resolved that the Owners Corporation carry out a quarterly, or other agreed frequency to clean the gutters and down pipes.
- 9 **LIFT MAINTENANCE**
Resolved that the Owners Corporation undertakes a quarterly, or other agreed frequency, service of the lift.
- 10 **MECHANICAL VENTILATION**
Resolved that the Owners Corporation carry out an annual, or other agreed frequency, service of the mechanical ventilation.
- 11 **GYM EQUIPMENT**
Resolved that the Owners Corporation undertakes a quarterly service, or other agreed frequency, service of the gym equipment.
- 12 **GARAGE DOOR SERVICE**
Resolved that the Owners Corporation undertakes a quarterly, or other agreed frequency, service of the garage doors.
- 13 **CAR PARK CLEAN**
Resolved that the Owners Corporation carry out an annual, or other agreed frequency, clean of the car park.
- 14 **BIN CLEANING**
Resolved that the Owners Corporation carry out quarterly, or other agreed frequency, cleaning of the bins.
- 15 **FIRE SAFETY**
Resolved that the Owners Corporation complete regular fire safety maintenance required under the Environmental Planning and Assessment Regulations 2000 (servicing essential fire safety measures within the building).
Engage a suitably qualified consultant "Competent Fire Safety Practitioner" to carry out an Annual Fire Safety Statement (and report) in accordance with Part 9, Division 5 of the NSW Environmental Planning and Assessment Regulations 2000 as amended; and
To submit any corrective actions report to the Strata Committee to determine what action is required, if any; and
To delegate to the Strata Managing Agent the undertaking of seeking quotations, engaging the contractor to prepare the statement, sign the statement on behalf of the scheme, lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner and any ancillary work approved by the Strata Committee.
Furthermore, that the Strata Manager completes the works in accordance with the Agency Agreement additional duties.

- 16 **WH & S**
Defeated that a consultant be appointed to complete a risk assessment of the common property for the Strata Scheme.
- 17 **CAPITAL WORKS FUND**
Resolved that the Owners Corporation reviewed the attached Capital Works Fund Report.
- 18 **BALCONY MEMBRANE REPLACEMENT**
Resolved the Owners - Strata Plan No. 51660 RESOLVES to carry out the final phase of planned capital works (replace balcony membranes) to units 48, 49, 50 and the Level 4 common area at a budgeted cost of \$170,000.00 excl GST. Furthermore, that the Owners Corporation empower the Strata Committee to appoint Sydney Remedial Builders with funds to be drawn from existing Capital Works provision.
Motion proposed by the Strata Committee.
- 19 **APPOINTMENT OF BUILDING MANAGER**
Resolved that the Owners Corporation RESOLVE to engage Denise Nicholls for 2 hours per week as the building manager for a further 3 year period.
- 20 **BUDGET**
Resolved and amended to adopt the statement of expenses "budgets" prepared by Strata One and the Strata Committee pursuant to Section 79 of the Strata Schemes Management Act 2015.
- 21 **CONTRIBUTIONS**
Resolved that the levy contributions be determined pursuant to Sections 81 of the Strata Schemes Management Act 2015 be made as follows:
a) To the Administrative Fund - at the rate of \$168,000.00 plus GST per annum payable quarterly in advance.
b) To the Capital Works Fund - at the rate of \$144,000.00 plus GST per annum payable quarterly in advance.
c) That both contributions be paid in equal quarterly instalments, the first such instalment being due on 1/06/2021 and subsequent instalments being due on the first days of 1/09/2021, 1/12/2021, 1/03/2022.
d) That contributions equal to the final instalment be due and payable and issued in the same frequency as specified above until such time as a new budget is adopted by the Owners Corporation at the next Annual General Meeting.
- 22 **SPECIAL LEVY - STORM DAMAGE**
Resolved the Owners - Strata Plan No. 51660 RESOLVES by ordinary resolution pursuant to S81(4) of the Strata Schemes Management Act 2015 that as the owners corporation is faced with expenses referred to in the Schedule which it cannot at once meet from its Capital fund, it determined that:
1. a contribution in the amount of money referred to in the Schedule be raised as an additional levy to meet those expenses;
2. the proportion of the said contribution payable by the owners of each lot shall be in accordance with the unit entitlement of each lot;
3. the contribution in respect of each lot is payable by the instalments being due and payable on or before the dates referred to in the Schedule by being paid to the owners corporation care of the strata managing agent before or at those times; and
4. that pursuant to s83 of the Strata Schemes Management Act 2015, the strata managing agent serve one written notice of such contributions due in respect of each lot specifying:
(a) the amount of each instalment; and

(b) the date of payment of each instalment.

SCHEDULE

(a) Expenses for which the contribution is raised:

Storm Damage

(b) Total contribution to be raised: \$50,000.00 plus GST

(c) Date by when the contribution is payable:

(i) First instalment - 2021 financial year

Amount: \$50,000.00 plus GST

Due dates: 1st June, 1st September and 1st December 2021.

23 AUDITOR

Resolved the Owners - Strata Plan No. 51660 by ordinary resolution to appoint an auditor to audit the accounts and financial statements of the Owners Corporation.

24 INSURANCE

Resolved that the Owners Corporation confirms the following;

(1) General Insurances - That the Owners Corporation note and confirm the general insurance cover as effected over the strata scheme and detailed in the meeting agenda.

(2) Office Bearers Liability Insurance - That the Owners Corporation effects/renews Office Bearer's Liability insurance to cover office holders and/or Strata Committee Members from damages claims arising as a result of an act of omission, committed or omitted in good faith in performing the functions of their office, at the existing level of cover as shown in the Insurance Summary contained within the notice of the Annual General Meeting or such other limit that may be determined by the meeting.

(3) Insurance Quotations - That the Owners Corporation authorise and delegate to the Strata Committee and Strata Managing Agent the function of obtaining three (3) quotations for insurance over the strata scheme and further that the Strata Managing Agent be authorised and directed to arrange appropriate cover (following motion appoints a broker).

(4) That the Strata Managing Agent be instructed to renew next years insurance policy through a recommended insurance broker, subject to recommendations being presented to the Strata Committee for a final decision.

(5) Valuation - That the Strata Managing Agent not arrange an annual revaluation of the building for insurance purposes for replacement.

25 REPORT ON COMMISSIONS AND TRAINING

Resolved the Owners - Strata Plan No. 51660 RESOLVES by ordinary resolution to consider the report from the strata manager as to whether, and what commissions or training services have been provided to or paid for the agent (other than the Owners Corporation) in connection with the exercise by the agent of functions for the scheme during the preceding 12 months and particulars of any such commission or training services and estimates of any such commissions or training services that the agent believes are likely to be provided to or paid for the agent in the following 12 months.

Furthermore, an insurance brokerage fee of \$2,638.33 was received in the past 12 months, and an amount of approximately \$3,285.66 in brokerage commission is expected to be received in the next next 12 months. The equivalent of \$0.00 in training services was received in the past 12 months, and an amount of \$0.00 in training services is expected to be received in the next 12 months.

26 REPORT ON ACTIVITY UNDER DELEGATION

Resolved that the Owners Corporation accept the report on activities as presented by Strata One.

27 GENERAL MEETING MATTERS

Resolved that The Owners - Strata Plan No. 51660 RESOLVES by ordinary resolution in accordance with clause 6(a) and 9(i) of Schedule 1 of the Strata Schemes Management Act 2016 to decide if any matter or type of matter is to be determined by the Owners

Corporation in General Meeting.

28 DEBT RECOVERY

Resolved that the Owners Corporation pursuant to the Strata Schemes Management Act 2015 including section 103, for the purpose of collecting or recovering levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do any one or more of the following:

- i. 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 51660;
- ii. to commencing, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owners 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;
- iii. enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;
- iv. filing and appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- v. liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

29 PAYMENT PLANS

Resolved the Owners - Strata Plan No. 51660 RESOLVES by ordinary resolution in accordance with section 85(5) of the Strata Schemes Management Act 2015 to decide whether to offer payment plans in respect of overdue contributions, either generally or in particular cases which include the following terms:

- (a) the schedule of payments for the amounts owing and the period for which the plan applies;
- (b) the manner in which the payments are to be made; and
- (c) contact details for a member of the Strata Committee or a Strata Managing Agent who is to be responsible for any matters arising in relation to the payment plan.

30 ELECTRONIC COMMUNICATION

Resolved that the Owners Corporation pursuant gives authority for the service of documents on Owner, Agent or Tenant of Lot by Owners Corporation to be implemented by the Strata Managing Agent.

Service of documents on Owner, Agent or Tenant of Lot by Owners Corporation.

A document may be served on the Owner, Agent or Tenant of Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

31 TERM DEPOSITS

Resolved that the duly elected Treasurer be authorised to provide standing instructions to the Strata Managing Agent concerning the investment of trust funds into higher interest bearing accounts.

32 RESTRICTION ON STRATA COMMITTEE

Resolved that, for the purpose of Section 36 (3) of the Strata Schemes Management Act 2015, the Strata Committee is directed to refer any unbudgeted items over \$5,000.00 (not withstanding emergencies) to a General Meeting for the Owners to approve.

33 **STRATA COMMITTEE**

Resolved that in accordance with Regulation 9 of the Strata Schemes Management Regulation 2016, the election of the Strata Committee takes place and that:

- a) The Chairperson announce the names of the candidates already nominated in writing for election to the Strata Committee; and
- b) The Chairperson call for any oral nominations of candidates eligible for election to the Strata Committee;
- c) The Chairperson declare that nominations are closed;
- d) That the number of members to the Strata Committee be set at five (5) namely:
 - Steve Coleman (6)
 - Denise Nicholls (45)
 - Carlo Conte (48)
 - Ellen Newton (51)
 - Sandra Rassinger (53)

34 **NEXT YEAR'S MEETING**

Resolved that the date, time and venue of next year's Annual General Meeting and Strata Committee Meeting be scheduled for Tuesday May 17, 2022 at 6:00p.m.

That the Strata Committee be empowered to change the date, time and venue of the Annual General Meeting should the agreed date later be determined as unsuitable.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:20p.m.

MINUTES OF STRATA COMMITTEE MEETING

STRATA PLAN: 51660

ADDRESS: 78-80 Alexander Street, Crows Nest

Minutes of the meeting of the Strata Committee of the Owners - Strata Plan 51660 held on Tuesday, 11 May 2021 immediately following the Annual General Meeting.

PRESENT:

Lot #	Unit #	Attendance	Owner Name
6	6	Yes	Steve Coleman
45	45	Yes	Denise Nicholls
48	48	Yes	Carlo Conte
51	51	Yes	Ellen Newton
52	52	Yes	Sandra Rassinger

IN ATTENDANCE: Laura Coleman (6), Adrian Testa (16), Emi Yasuda (20), Christine Cheung (23), Lillian Fung (30), Fiona Erhart (38), Oliver Sieur (50), Myles Rogerson (54) and Ann Brockbank representing Strata One.

CHAIRPERSON: Ann Brockbank

MINUTES

1 MINUTES

Resolved the Owners - Strata Plan No. 51660 RESOLVE by ordinary resolution to confirm the minutes of the owners corporation held on 25/03/2021.

2 OFFICE BEARERS

Resolved that the Office Bearers for the year ensuing be elected as follows:

- Denise Nicholls - Chairperson
- Sandra Rassinger - Treasurer
- Ellen Newton - Secretary

3 REPRESENTATIVES

Resolved to appoint Denise Nicholls (45) as representative and Sandra Rassinger (52) as substitute representative to communicate with the Strata Managing Agent on behalf of the Owners Corporation.

4 DISCLOSURE OF PECUNIARY INTEREST

Resolved the strata committee RESOLVES to:

- (a) receive any disclosures under clause 18 of Schedule 2 of the Strata Schemes Management Act 2015 regarding pecuniary interests;
- (b) record any such disclosures in a book kept for that purpose;
- (c) determine a fee for payment for inspection of the disclosure book; and
- (d) if there are any disclosures made, make a determination as to whether or not that member can be present during any deliberation of the strata committee with respect to the matter or to take part in any decision of the strata committee with respect to the matter.

5 **ANY OTHER BUSINESS**

The Strata Committee confirmed approval of the proposed renovation works application for Lot 52 to renovate their kitchen and replace the air conditioning unit in the lounge. The following documents were reviewed by the Committee

- Building works application form
- Scope of works for kitchen renovation and replacement of air conditioner
- Trades license and insurance details were checked and are fully compliant

Furthermore, it was noted that the lot owner will be responsible for any future repairs, maintenance and water leaks as a result of the external vent. In addition that Lot 52 to confirm the dimensions of the external condenser unit and location to "Ensure that there are no fixed items between 150 mm and 760 mm above the floor within a horizontal dimension of 600 mm from the inside face of the barrier" in order that the condenser unit comply with child safety legislation.

Strata One to confirm the start date of the balcony works and level 4 terrace with Sydney Remedial Builders.

Strata One to contact Tai Irwin with regards to recent requests received by residents to change their hot water meters to smart meters to confirm if this is necessary.

As these meters are attached to common property, the Owners Corporation need to ensure that any trades on site confirm a date/time with the building manager and that they are fully compliant.

The next Strata Committee meeting is scheduled for Tuesday 25/5/2021 at 8:00a.m.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:37pm.

Approved Budget to apply from 01/03/2021

The Owners - Strata Plan 51660

78-80 Alexander Street, Crows Nest NSW 2065

General

Administrative Fund

Approved
budget

Revenue

Levies Due (Special)--Admin	50,000.00
Levies Due--Admin	166,000.00
<i>Total revenue</i>	<u>216,000.00</u>

Less expenses

Admin--Agent Disbursement--Compliance	600.00
Admin--Agent Disbursements	3,300.00
Admin--Agent Disburst--Archive Storage	360.00
Admin--Agent Disburst--Email/Call	2,400.00
Admin--Agent Disburst--Other	900.00
Admin--Agent Disburst--Photocopying & Printing	900.00
Admin--Agent Disburst--Postage	600.00
Admin--Agent Disburst--Work Orders	1,020.00
Admin--Auditors--Audit Services	700.00
Admin--Auditors--Taxation Services	500.00
Admin--Bank Charges	480.00
Admin--Consultants	7,200.00
Admin--Legal & Debt Collection Fees	1,000.00
Admin--Management Fee--Strata Manager Services	2,880.00
Admin--Management Fees--Standard	20,333.00
Admin--Other Expenses--Admin	1,000.00
Admin--Registration/License/Permit Fees	165.00
Admin--Special Levy	50,000.00
Admin--Supplier Compliance	85.00
Insurance--Premiums	30,250.00
Maint Bldg--Airconditioning	700.00
Maint Bldg--Cleaning--Carpet/Furniture	2,648.00
Maint Bldg--Cleaning--Contracts	20,984.00
Maint Bldg--Doors, Windows & Locks	2,500.00
Maint Bldg--Electrical	700.00
Maint Bldg--Fire Protection	5,000.00
Maint Bldg--Fire Protection--Contract	4,140.00
Maint Bldg--Fire Protection--Monitoring	2,600.00
Maint Bldg--Garage Doors	440.00
Maint Bldg--Gutters & Downpipes	1,790.00
Maint Bldg--Gym Equipment	880.00
Maint Bldg--Hot Water Service	900.00
Maint Bldg--Lift--Maintenance Contract	8,159.00

Maint Bldg--Lift--Registration Fees	100.00
Maint Bldg--Lift--Telephone	1,800.00
Maint Bldg--Pest/Vermin Control	1,000.00
Maint Bldg--Plumbing & Drainage	7,500.00
Maint Bldg--Pumps	2,000.00
Utility--Electricity	16,480.00
Utility--Gas	1,000.00
Utility--Water & Sewerage	11,000.00
<i>Total expenses</i>	<u>216,994.00</u>
Surplus/Deficit	<u>(994.00)</u>
Opening balance	21,175.28
Closing balance	<u>\$20,181.28</u>
Total units of entitlement	10000
Levy contribution per unit entitlement	\$18.26
Budgeted standard levy revenue	166,000.00
Add GST	16,600.00
Amount to raise in levies including GST	<u>\$182,600.00</u>

General**Capital Works Fund****Approved
budget****Revenue**

Interest on Investments--Capital Works	500.00
Levies Due--Capital Works	139,000.00
<i>Total revenue</i>	<u>139,500.00</u>

Less expenses

Admin--Income Tax Preparation	500.00
Maint Bldg--General Replacement	10,000.00
Maint Bldg--Roof	4,500.00
Maint Bldg--Water Penetration	170,000.00
<i>Total expenses</i>	<u>185,000.00</u>

Surplus/Deficit(45,500.00)

Opening balance

169,333.25

Closing balance\$123,833.25

Total units of entitlement

10000

Levy contribution per unit entitlement

\$15.29

Budgeted standard levy revenue

139,000.00

Add GST

13,900.00

Amount to raise in levies including GST

\$152,900.00

CERTIFICATE OF CURRENCY



To whom it may concern,

Strata Unit Underwriting Pty Ltd ABN 30 089 201 534 is a Corporate Authorised Representative (No. 1315935) of Austagencies Pty Ltd ABN 76 006 090 464 AFSL 244584
Level 14/141 Walker Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

Date: 17/09/2025

Reference No: DOC0001166972

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

Insured: SP51660

Type of Insurance: Residential Strata

Policy Number: 06S1391638

Period of Insurance: From 4:00PM 18/09/2025
To 4:00PM 18/09/2026

OVERVIEW

Insured:	SP51660
Situation:	78-80 ALEXANDER STREET, CROWS NEST NSW 2065
Section 1:	Building including common contents \$26,915,000
	Loss of Rent/Temporary Accommodation (15%) \$4,037,250
	Catastrophe or Emergency (15%) \$4,037,250
	Additional Loss of Rent/Temporary Accommodation Not included
	Additional Catastrophe or Emergency Not included
	Floating Floors Included
	Flood Included
Section 2:	Glass Automatically Included
Section 3:	Theft Automatically Included
Section 4:	Liability \$ 30,000,000
Section 5:	Fidelity Guarantee \$100,000
Section 6:	Office Bearers Liability \$ 5,000,000
Section 7:	Voluntary Workers (Weekly/Capital Benefit) \$2,000/\$200,000
Section 8:	Government Audit Costs \$25,000
Section 9:	Legal Expenses \$50,000
Section 10:	Workplace, Health and Safety Breaches \$100,000
Section 11:	Machinery Breakdown \$100,000
Section 12:	Lot Owners Improvements (Per Lot) \$250,000

CERTIFICATE OF CURRENCY



Policy Number: 06S1391638

Insured: SP51660

EXCESSES

Section 1 - Building including Common Contents

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

Section 2 - Glass

\$2,000.00 all claims

Section 3 - Theft

\$2,000.00 all claims

Section 11 - Machinery Breakdown

\$1,000.00 all claims

SPECIAL TERMS/CONDITIONS

Machinery Breakdown - Blanket Cover excluding Chillers & Lifts

Machinery Breakdown cover includes all electrical and mechanical plant and equipment at the situation but excludes:

1. centrifugal chillers
2. lifts not having in force at all times a full maintenance agreement including parts & labour.

Flood

This policy is extended to include flood.

The word 'flood' is deleted from exclusion 1.e on page 35 and exclusion e on page 40.

CERTIFICATE OF CURRENCY



IMPORTANT NOTICES

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

This policy is issued by Strata Unit Underwriting Pty Ltd (ABN 30 089 201 534) (SUU) as an Authorised Representative (AR 1315935) of Austagencies Pty Ltd (ABN 76 006 090 464, AFSL 244584) (Austagencies). SUU have binding authority from Insurance Australia Limited trading as CGU Insurance (ABN 11 000 016 722, AFSL 227681) and is an agent of the Insurer and not the Insured.

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

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

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

GENERAL ADVICE WARNING

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

Fire Safety Statement

Part 12 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

Please note:

Information to assist building owners to complete each section of the statement is provided on pages 3, 4 and 5.

Section 1: Type of statement

This is (mark applicable box): an annual fire safety statement (complete the declaration at Section 8 of this form)
 a supplementary fire safety statement (complete the declaration at Section 9 of this form)

Section 2: Description of the building or part of the building

This statement applies to: the whole building part of the building

Address (Street No., Street Name, Suburb and Postcode)

78-80 ALEXANDER ST, CROWS NEST NSW 1590

Lot No. (if known) DP/SP (if known) Building Name (if applicable)

- SP51660 -

Provide a brief description of the building or part (building use, number of storeys, construction type etc)

CLASS 2, 6 & 7A RESIDENTIAL FLAT BUILDING

Section 3: Name and address of the owner(s) of the building or part of the building

Full Name (Given Name/s and Family Name)*

Owners Corporation of SP 51660

* Where the owner is not a person/s but an entity including a company or trust insert the full name of that entity.

Address (Street No., Street Name, Suburb and Postcode)

C/- Strata Life Pty Ltd, Level 1, Miller Noyce House, 3/45-47 Hunter Street, Hornsby, NSW, 2077

Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS *
ACCESS PANELS, DOORS & HOPPERS	BCA C3.13	13/05/2025	F010155A
AUTOMATIC FIRE SPRINKLER SYSTEM (CARPARK)* ²	AS 2118 – 1982 Sydney Water Mains Issues	13/05/2025	F010155A
EMERGENCY LIGHTS	AS 2293.1 – 1987	13/05/2025 05/06/2025	F010155A
EXIT SIGNS	AS 2293.1 – 1987	13/05/2025 05/06/2025	F010155A
FIRE DOORS	BCA C3.8, C3.11 & AS 190]5.1 – 1982	13/05/2025 23/06/2025	F010155A
FIRE HOSE REELS	AS 2441 – 1983	13/05/2025	F010155A
PORTABLE FIRE EXTINGUISHERS	BCA E1.6 & AS 2444 – 1995	13/05/2025	F010155A
SMOKE ALARMS (SOU)	AS 3786 – 1993	13/05/2025 15/07/2025	F010155A

* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS). Also, new rows can be added if required.

Fire Safety Statement



Part 15 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

*2 insufficient towns' mains due to Sydney Water reconfiguration works –The Owners Corporation have engaged Eagle Fire & Safety to assess and recommend a solution; Contact Eagle Fire and Safety 02 9460 6366 for Status of works and further Information.

Section 5: Inspection of fire exits and paths of travel to fire exits (Part 15)

Part of the building inspected	Date(s) inspected	APFS *
WHOLE	13/05/2025	F010155A

* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS). Also, new rows can be added if required.

Section 6: Name and contact details of accredited practitioners (fire safety) (APFS)*

Full Name (Given Name/s and Family Name)	Address	Phone	APFS**	Signature
STEVAN GLANVILLE	32 PUNCH ST, ARTARMON NSW 2065	02 9906 1626	F010155A	

* Where applicable – see notes on page 4 for further information.

Section 7: Details of the person making the declaration in section 8 or 9

Full Name (Given Name/s and Family Name)
Joanna Gregg on behalf of SP 51660

Organisation (if applicable)
Strata Life Pty Ltd

Title/Position (if applicable)
Strata Manager

Address (Street No, Street Name, Suburb and Postcode)
Level 1, Miller Noyce House, 3/45-47 Hunter Street, Hornsby, NSW, 2077

Phone
02 9456 9965

Email
compliance@thestratalife.com.au

The person making the declaration in section 8 or 9 must not be an APFS listed in section 6 or their employer/employee or direct associate.

Section 8: Annual fire safety statement declaration

I, Joanna Gregg (insert full name) being the: owner owner's agent

declare that:

- a) each essential fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) as capable of performing:
 - i. for an essential fire safety measure specified in the fire safety schedule, to a standard no less than that specified in the schedule, or
 - ii. for an essential fire safety measure applicable to the building but not specified in the fire safety schedule, to a standard no less than that to which the measure was originally designed and implemented, and
- b) the building has been inspected by an accredited practitioner (fire safety) and was found, when it was inspected, to be in a condition that did not disclose any grounds for a prosecution under Part 15 of the Regulation.

Owner/Agent Signature

Date issued

Signed by:

1D0150C1F615497...

13/08/2025



Fire Safety Statement



Part 15 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

Section 9: Supplementary fire safety statement declaration

I, _____ (insert full name) being the: owner owner's agent

declare that each critical fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) as capable of performing to at least the standard required by the current fire safety schedule for the building.

Owner/Agent Signature

Date issued

Note:

- A fire safety statement for a building must not be issued unless the statement is accompanied by a fire safety schedule for the building in accordance with the Regulation.
- The building owner(s) are also responsible for ensuring that essential fire safety measures are maintained in accordance with section 81 of the Regulation. An agent cannot be made responsible for this requirement.

Fire Safety Schedule

This list of measures does not replace the Fire Safety Schedule specified in Part 10 of the Environmental Planning and Assessment (Development Certification & Fire Safety) Regulation 2021

Constructed Circa 1995

Relevant Building Code: Circa BCA 1990 Amdt 2

Fire Safety Measure	Minimum Standard of Performance
ACCESS PANELS, DOORS & HOPPERS	BCA C3.13
AUTOMATIC FIRE SPRINKLER SYSTEM (CARPARK)	AS 2118 – 1982
EMERGENCY LIGHTS	AS 2293.1 – 1987
EXIT SIGNS	AS 2293.1 – 1987
FIRE DOORS	BCA C3.8, C3.11 & AS 1905.1 – 1982
FIRE HOSE REELS	AS 2441 – 1983
PORTABLE FIRE EXTINGUISHERS	BCA E1.6 & AS 2444 – 1995
SMOKE ALARMS (SOU)	AS 3786 – 1993

SCHEDULE OF FIRE SAFETY MEASURE

PREMISES SP 51660 – 78-80 ALEXANDER STREET CROWS NEST NSW 2065

Fire safety measure	Minimum standard of performance
ACCESS PANELS, DOORS & HOPPERS	BCA C3.13
AUTOMATIC FIRE SPRINKLER SYSTEM (CARPARK)* ²	AS 2118 – 1982 Sydney Water Mains Issues
EMERGENCY LIGHTS	AS 2293.1 – 1987
EXIT SIGNS	AS 2293.1 – 1987
FIRE DOORS	BCA C3.8, C3.11 & AS 190]5.1 – 1982
FIRE HOSE REELS	AS 2441 – 1983
PORTABLE FIRE EXTINGUISHERS	BCA E1.6 & AS 2444 – 1995
SMOKE ALARMS (SOU)	AS 3786 – 1993

Plant Item Registration Certificate

Work Health & Safety Act 2011
Work Health & Safety Regulation 2017

Registration holder
Strata Plan 51660

ABN: 13682691606

Item registration number

8313L1

Registration period

09 Apr 2026 - 08 Apr 2027

Plant Item details

Item type Lift

Type of lift Goods/ Passenger

Control Type Automatic

Drive and suspension type Electric / Traction

Carriage type Unknown

Rated load (kg) 1088.00

Maximum number of passengers 16

Travel (m) 17.57

Designer's rated speed 0.60

Manufacturer KONE

Model name / number

Year of Manufacture

Serial number Unknown

Unique identifier LIFT # 1

Plant location

Fixed location 78-80 ALEXANDER ST, CROWS NEST NSW 2065



PRACTICAL ACCESS SOLUTIONS

20 CHARLES STREET
CANTERBURY NSW 2193

Ph: 0449 116 447

Mob: 0410 888 581

Web: www.practicalaccess.com.au

E: info@practicalaccess.com.au

CERTIFICATE OF CURRENCY FOR HEIGHT SAFETY SYSTEMS

1.0 SYSTEM INFORMATION

Certificate Number:	PAS20240605
Site Address:	78-80 Alexander Street Crows Nest NSW 2065
System No.	78ALECRO
Strata Plan No.	51660
Site Contact:	Strata Contact: Jana Antelmann (StrataLife) Ph: 02 9456 9965 E: jana@thestratalife.com.au Site Contact: Denise Nicholls Ph: 0407434534 E: dn@dnsm.com.au
Total No. of Height Safety System (HSS) Items	19
Total No. of Anchor Points:	17
Total No. of Ladder Brackets:	1
Total No. of Strops:	1
Roof Access Method:	Single extension ladder from balcony to strop
Date of Installation:	17 June 2021
Date of Certification:	5 June 2025
Valid Until:	5 June 2026



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1.1 NOTES

This certification includes the certification of all anchor points which are rated for fall arrest use only.

2.0 SYSTEM DESIGN DETAILS

The intended use of the listed systems is Fall Arrest use with the maximum number of 1 person per anchor or 1 person per line span.

This system is certified in full compliance with AS/NZS 1891.4:2009, AS/NZS 1891.1:2007, AS/NZS4488 and ISO22846.

3.0 OPERATOR HARDWARE DETAILS

All Fall Arrest equipment must comply with AS/NZ 1891. All Industrial Rope Access (Rope Suspension) equipment must comply with AS/NZ 4488.

4.0 INSPECTION AND MAINTENANCE

User inspections should be undertaken on every use of the equipment.

PPE inspections should be undertaken on a 6-monthly basis whilst system inspection should be undertaken on a 12-monthly basis.

Do not use system if inspection due date exceeds 12 months from date of installation or previous certification.

Contact Practical Access Solutions Pty Ltd to organize any inspections required.

5.0 IN CASE OF A FALL

Do not use system if a fall has been taken on any of its components.

Contact Practical Access Solutions Pty Ltd IMMEDIATELY for inspection and rectification works as these will need to be replaced.



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6.0 OPERATING INSTRUCTIONS

For correct use of height safety/fall protection systems refer to the operating instructions provided by the installer.

Industrial rope access systems must only be used by competent persons in accordance with AS/NZ 4488 and ISO22846.

System induction training is available if required.



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ROOF ANCHOR LAYOUT





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ITEMISED CERTIFICATION STATUS

ITEM #	ITEM TYPE	FALL ARREST (FA) / ROPE ACCESS (RA)	LAST RECERTIFICATION RESULT	CERTIFICATION STATUS	REASON FOR FAILURE	NOTES
1	Safetylink Ladder Bracket	NIL	PASS	PASS	N/A	
2	Safetylink Brand TileLink Anchor + 2.0m Strop	FA	PASS	PASS	N/A	
3	Safetylink Brand TileLink Anchor	FA	PASS	PASS	N/A	
4	Safetylink Brand TileLink Anchor	FA	PASS	PASS	N/A	
5	Safetylink Brand TileLink Anchor	FA	PASS	PASS	N/A	
6	Safetylink Brand TileLink Anchor	FA	PASS	PASS	N/A	
7	Safetylink Brand TileLink Anchor	FA	PASS	PASS	N/A	
8	Safetylink Brand TileLink Anchor	FA	PASS	PASS	N/A	
9	Safetylink Brand TileLink Anchor	FA	PASS	PASS	N/A	
10	Safetylink Brand TileLink Anchor	FA	PASS	PASS	N/A	
11	Safetylink Brand TileLink Anchor	FA	PASS	PASS	N/A	
12	Safetylink Brand TileLink Anchor	FA	PASS	PASS	N/A	
13	Safetylink Brand TileLink Anchor	FA	PASS	PASS	N/A	
14	Safetylink Brand TileLink Anchor	FA	PASS	PASS	N/A	
15	Safetylink Brand TileLink Anchor	FA	PASS	PASS	N/A	



PRACTICAL ACCESS SOLUTIONS

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16	Safetylink Brand TileLink Anchor	FA	PASS	PASS	N/A	
17	Safetylink Brand TileLink Anchor	FA	PASS	PASS	N/A	
18	Safetylink Brand TileLink Anchor	FA	PASS	PASS	N/A	



CERTIFICATE OF COMPLIANCE

Child Window Safety Device

The installation of Child Window Safety Devices to this building has been in accordance with the legislative requirements.

78-80 Alexander Street Owners Corporation

SP51660

78-80 Alexander Street

Crows Nest NSW 2065

Section 118 of the *Strata Schemes Management Act 2015* (NSW) requires all strata schemes to install window safety devices. Pursuant to regulation 30 of the *Strata Schemes Management Regulation 2016* (NSW), these devices must be installed on all windows that are two or more metres above the outside surface and, at their lowest point, are less than 1.7 metres from the internal floor.

All devices must restrict the opening of a window so that a sphere having a diameter of 125mm or more cannot pass through, restrict an outward force of 250 newtons, and have a child resistant release mechanism. All devices present at this building met these requirements.

This certificate only certifies current compliance. We recommend that all devices are reinspected annually to ensure they remain compliant.



James Freestun

James Freestun
Managing Director
Solutions Group of Companies
19/03/2019

Certification issued on: 20/03/2019



Platinum Capital Works Fund Plan

78-80 Alexander Street

Crows Nest NSW 2065

Strata Plan 51660



Report details

Inspection date:	9/02/2021
Inspector:	Marco Camps

NEW SOUTH WALES

Level 5, 115 Pitt St Sydney 2000
PO Box A72 Sydney South NSW 1235

QUEENSLAND

9 Gardner Close, Milton 4064
PO Box 1584 Milton 4064

VICTORIA

Level 1, 1 Queens Rd Melbourne 3004
GPO Box 3025 Melbourne 3001



REPORT INDEX

Content	Page No.
Owners Report Summary	Section 1
Building Details and Report Inputs Page	2
Meeting Notes	4
15 Year Cash Flow Tracking & Graph	6
Report Detail	Section 2
15 Year Anticipated Expenditure Table	8
Building Data List from Property Inspection	13
Asset Register	22
Inspector's Building Report & Building Specific Report Notes	31
Report Notes	32
Supporting Documentation	
Building Plans	Addendum 1

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02 March 2021 V2

The Strata Committee
Strata Plan 51660
78-80 Alexander Street
Crows Nest NSW 2065

Dear Committee Members,

Thank you for appointing our company to conduct your PLATINUM Capital Works Fund Plan.

Based on our survey of your property's maintenance needs, discussions with your representative(s) and review of recent Capital Works Fund expenditure we recommend that the Capital Works Fund levies be set at the levels shown in this report.

As part of your PLATINUM service you will receive two annual desktop updates following this full report. There are many sound reasons why this plan should be updated regularly including:-

- to account for actual changes in construction and maintenance costs
- to adjust for unanticipated changes in the property's condition over time
- to account for changes in legal requirements; and
- for any discrepancies between the forecast and actual Capital Works Fund balances.

Regular updates also create peace of mind and assist the Committee to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

PLATINUM Service Consultation- As part of your Platinum service we make ourselves available by Skype or phone for your treasurer to discuss and refine this report at a convenient time. Please email enquiry@solutionsinengineering.com or call 1300 136 036 to book at mutually convenient time.

We can also connect into your board meeting by Skype, phone or in person – please note that this service attracts an additional fee.

Priority Amendments – As part of your Platinum service you have a priority amendment service. If you need any amendments please contact our Platinum team on 1300 136 036 or email enquiry@solutionsinengineering.com

Key Report Data Levies Summary – First Financial Year

Levy Per Unit Entitlement (Total sinking fund levy divided by unit entitlements)	\$15.45
Total Unit Entitlements	10000
Total Sinking Fund Levy	\$154,541.20

All services provided by Solutions in Engineering are supplied on the basis of our 'Supply Terms and Conditions' which are available from our Office and from our website www.solutionsinengineering.com

If you have any questions regarding your report or need our specialised services in Professional Safety Reports, Insurance Valuations, Maintenance Reports, Asbestos Audits or Balustrade Testing call us on 1300 136 036 or email enquiry@solutionsinengineering.com.

Yours sincerely,



The Team at Solutions in Engineering

Building Details & Report Inputs

WORDS OF APPRECIATION

Thank you for using Solutions in Engineering to complete your PLATINUM Capital Works Fund Plan.

Our sincere thanks go to your onsite representative **Fiona Erhardt and Denise**.

Our thanks also go to **Fiona Erhardt** for consulting with us regarding the draft report.

Your onsite inspection was conducted on	9/02/2021
Draft report consultation with your representative was conducted on	23/02/2021

The Essential Information

Recommended Levies - 15 Year Levy Table

Year	Year To	Total Contribution		Contribution per Unit Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	28/02/2022	154,541.20	14,049.20	15.45	1.40	3.86	0.35
2	28/02/2023	169,995.32	15,454.12	17.00	1.55	4.25	0.39
3	29/02/2024	186,994.85	16,999.53	18.70	1.70	4.68	0.43
4	28/02/2025	192,604.70	17,509.52	19.26	1.75	4.82	0.44
5	28/02/2026	198,382.84	18,034.80	19.84	1.80	4.96	0.45
6	28/02/2027	204,334.33	18,575.85	20.43	1.86	5.11	0.46
7	29/02/2028	210,464.35	19,133.12	21.05	1.91	5.26	0.48
8	28/02/2029	216,778.29	19,707.12	21.68	1.97	5.42	0.49
9	28/02/2030	223,281.64	20,298.33	22.33	2.03	5.58	0.51
10	28/02/2031	229,980.09	20,907.28	23.00	2.09	5.75	0.52
11	29/02/2032	236,879.49	21,534.50	23.69	2.15	5.92	0.54
12	28/02/2033	243,985.87	22,180.53	24.40	2.22	6.10	0.55
13	28/02/2034	251,305.45	22,845.95	25.13	2.28	6.28	0.57
14	28/02/2035	258,844.62	23,531.33	25.88	2.35	6.47	0.59
15	29/02/2036	266,609.96	24,237.27	26.66	2.42	6.67	0.61

Supplied & Gathered information

Building Address	78-80 Alexander Street Crows Nest NSW 2065
Strata Plan (SP) No	51660
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	1995
Number of Unit Entitlements	10000
Number of Units	58
Estimated Starting Sinking Fund Balance	\$175,000.00
Starting date of Financial Year for Report	1/03/2021
GST Status	Registered for GST
Current Sinking Fund Levy per Lot Entitlement (Inc. GST)	\$13.64

Report assumptions & information

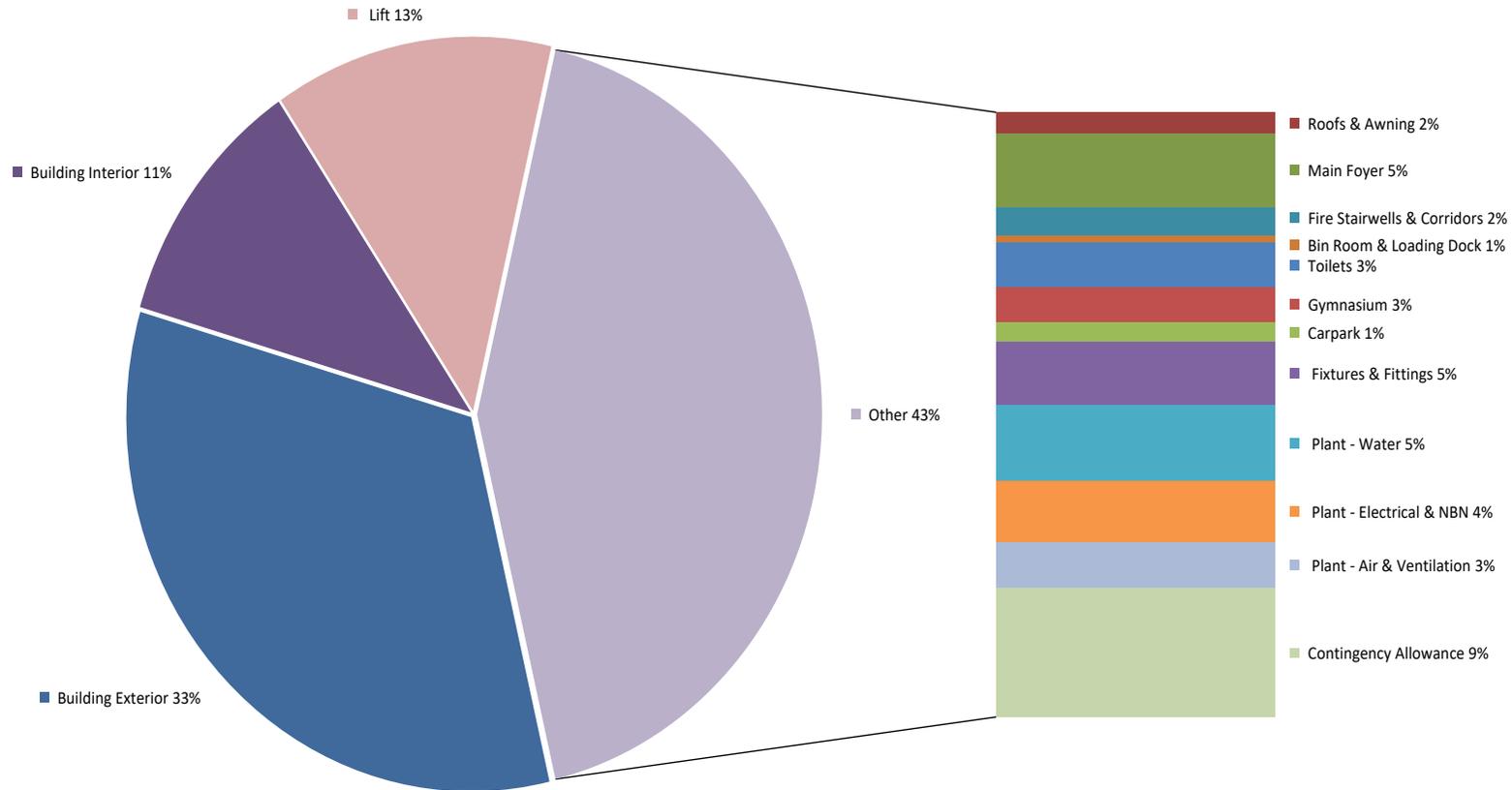
Assumed Interest Rate on invested funds (For funds over \$10,000 in an average term)	1.00%
Company Taxation Rate	27.50%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on sinking fund balances over \$10,000	0.73%
Contingency Allowance - For minor and/or unforeseen expenses	10%
Assumed Building Cost Inflation Rate – based on average annual building cost over the past five years	3.00%
Forecast Period - Number of years the forecast looks out	15 years

Meeting Notes

Email Feedback by	Fiona Erhardt
Date	24/02/2021
Time	11.13am
Attendees	Fiona (Onsite Representative) and Marco (Solutions in Engineering Inspector)
<p>Email correspondence and phone discussions dated on 23-24/02/2021 regarding various changes to the report in the email.</p>	

With	Fiona and Denise
Date	9/02/2021
Time	7.30am
Attendees	Fiona & Denise (Onsite Representatives) and Marco (Solutions in Engineering Inspector)
<p>Site meeting discussion with Fiona and Denise are as follow:</p> <ul style="list-style-type: none"> • We went over the previous report line by line. • As instructed, removed, and added items that were previously missed. • After the meeting we walked around the building and documented and photographed various areas of the building. 	

How You Are Spending Your Money - Maintenance Costs Spend over Fund Period



15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated 'Opening Balance' at the start of the first financial year which you provided to us. We then add the 'Total Levy Contributions' for the year and any 'Interest' on balances greater than \$10,000. Any 'Anticipated Expenses' are then allowed for leaving a 'Closing Balance' for the year which in turn becomes the 'Opening Balance' for the following year. In summary:

Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	28/02/2022	175,000.00	140,492.00	1,151.55	175,000.00	141,643.55
2	28/02/2023	141,643.55	154,541.20	639.43	262,641.82	34,182.36
3	29/02/2024	34,182.36	169,995.32	626.03	66,845.45	137,958.26
4	28/02/2025	137,958.26	175,095.18	1,211.56	119,077.27	195,187.73
5	28/02/2026	195,187.73	180,348.04	1,428.35	179,395.45	197,568.67
6	28/02/2027	197,568.67	185,758.48	2,085.37	9,561.82	375,850.70
7	29/02/2028	375,850.70	191,331.23	3,356.45	23,458.18	547,080.20
8	28/02/2029	547,080.20	197,071.17	4,410.96	82,749.09	665,813.24
9	28/02/2030	665,813.24	202,983.31	5,548.94	14,352.73	859,992.76
10	28/02/2031	859,992.76	209,072.81	5,746.37	354,710.91	720,101.03
11	29/02/2032	720,101.03	215,344.99	5,828.83	58,606.36	882,668.49
12	28/02/2033	882,668.49	221,805.34	7,099.65	42,031.82	1,069,541.66
13	28/02/2034	1,069,541.66	228,459.50	8,056.84	160,190.00	1,145,868.00
14	28/02/2035	1,145,868.00	235,313.29	8,819.79	110,668.18	1,279,332.90
15	29/02/2036	1,279,332.90	242,372.69	9,737.09	133,342.73	1,398,099.95

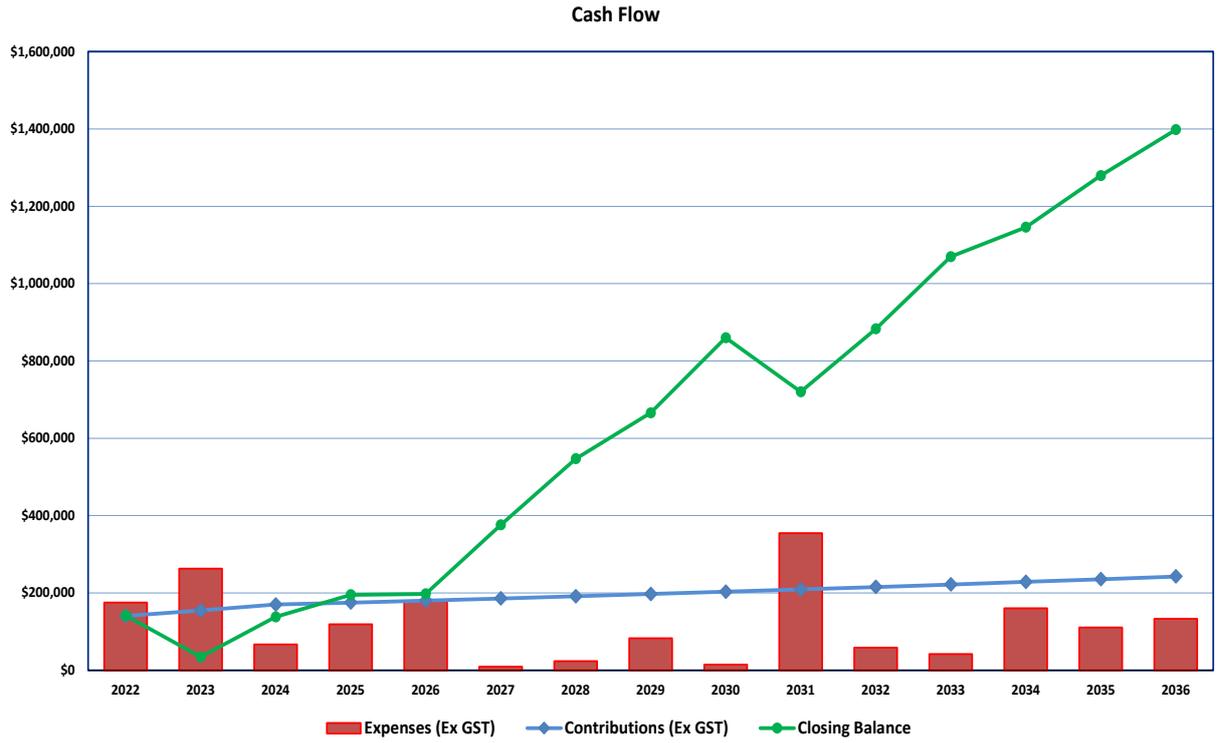
15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:

Contributions line - Total sinking fund contributions per year.

Expenses line – Total anticipated expenses in each year.

Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:-

'Expenditure Items' - lists the different areas and items of expenditure.

'Current Cost' - shows the current maintenance expenditure costs in today's dollars.

'Year 1' to 'Year 15' - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

At the bottom on each column there are three lines. Firstly, a **'Grand Total (Inc. GST)'** followed by a line calculating the **'Contingency Allowance (Inc. GST)'** for unforeseen and minor expenses and finally **'Total Expenses (Inc. GST)'** for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)	Year 11 (2032)	Year 12 (2033)	Year 13 (2034)	Year 14 (2035)	Year 15 (2036)
1. Building Exterior																
Washdown brick facade	14,449	-	-	-	15,789	-	-	-	-	-	-	19,418	-	-	-	-
Repaint building exterior	26,851	-	-	-	29,341	-	-	-	-	-	-	-	-	-	-	-
Repaint metal decorative structures, beams and lintel bars	37,149	-	-	-	40,594	-	-	-	-	-	-	-	-	-	-	-
Repaint door face – one side including architraves	1,147	-	-	-	1,253	-	-	-	-	-	-	-	-	-	-	-
Replace aluminium windows, doors and hardware	1,044,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace balustrades	243,056	-	-	-	-	-	-	-	-	-	317,133	-	-	-	-	-
Replace fascia, gutters, downpipes and rain heads	57,460	-	-	60,959	-	-	-	-	-	-	-	-	-	-	-	-
Water proof balcony / terrace floors (total: 368m2) stage 1	170,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Water proof balcony / terrace floors (total: 368m2) stage 2	172,787	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Water proof balcony / terrace floors (total: 368m2) stage 3	170,000	170,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		170,000	0	60,959	86,977	0	0	0	0	0	317,133	19,418	0	0	0	0

Expenditure Item	Current Cost	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)	Year 11 (2032)	Year 12 (2033)	Year 13 (2034)	Year 14 (2035)	Year 15 (2036)
2. Roofs & Awning																
Maintain roof tiles & repair ridge capping (total: 312m2)	5,000	5,000	-	-	-	5,628	-	-	-	6,334	-	-	-	7,129	-	-
Replace metal and glass awning (total: 168m2)	70,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace skylights (total: 8)	5,193	-	-	-	-	-	6,020	-	-	-	-	-	-	-	-	-
Replace tiled roof	74,340	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		5,000	0	0	0	5,628	6,020	0	0	6,334	0	0	0	7,129	0	0
3. Main Foyer																
Repaint ceilings	1,418	-	-	-	-	1,596	-	-	-	-	-	-	-	-	2,082	-
Repaint walls	3,188	-	-	-	-	3,588	-	-	-	-	-	-	-	-	4,682	-
Replace floor tiles	35,000	-	-	-	-	-	-	-	-	-	-	-	-	-	51,399	-
Replace art work	6,260	-	-	-	-	-	-	-	-	-	-	-	-	-	9,193	-
Replace noticeboard	1,298	-	-	-	-	-	-	-	-	-	-	-	-	-	1,906	-
Replace mirrors	2,496	-	-	-	-	-	-	-	-	-	-	-	-	-	3,665	-
Replace aluminium entry doors to all foyers	16,200	-	-	-	-	-	-	-	-	-	-	-	-	-	23,790	-
Sub Total (Incl. GST)		0	0	0	0	5,184	0	0	0	0	0	0	0	0	96,717	0
4. Building Interior																
Repaint ceilings	5,967	-	-	-	-	6,716	-	-	-	-	-	-	-	8,508	-	-
Repaint walls	13,643	-	-	-	-	15,355	-	-	-	-	-	-	-	19,452	-	-
Repaint door face – one side including architraves	17,964	-	-	-	-	20,219	-	-	-	-	-	-	-	25,612	-	-
Replace fire doors to units	58,000	-	-	-	-	65,280	-	-	-	-	-	-	-	-	-	-
Repaint balustrades	2,209	-	-	-	-	2,486	-	-	-	-	-	-	-	3,150	-	-
Replace carpet	20,022	-	-	-	-	22,535	-	-	-	-	-	-	-	28,547	-	-
Sub Total (Incl. GST)		0	0	0	0	132,591	0	0	0	0	0	0	0	85,269	0	0

Expenditure Item	Current Cost	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)	Year 11 (2032)	Year 12 (2033)	Year 13 (2034)	Year 14 (2035)	Year 15 (2036)
5. Fire Stairwells & Corridors																
Repaint ceilings	2,355	-	-	-	-	-	-	-	-	-	-	-	3,260	-	-	-
Repaint walls	5,406	-	-	-	-	-	-	-	-	-	-	-	7,483	-	-	-
Repaint door face – one side including architraves	3,440	-	-	-	-	-	-	-	-	-	-	-	4,762	-	-	-
Replace fire doors	18,000	-	-	-	-	20,259	-	-	-	-	-	-	-	-	-	-
Repaint balustrades	3,477	-	-	-	-	-	-	-	-	-	-	-	4,813	-	-	-
Sub Total (Incl. GST)		0	0	0	0	20,259	0	0	0	0	0	0	20,318	0	0	0
6. Bin Room & Loading Dock																
Repaint walls	1,760	-	-	-	1,923	-	-	-	-	-	-	-	2,436	-	-	-
Repaint door face – one side including architraves	573	-	-	-	626	-	-	-	-	-	-	-	793	-	-	-
Replace roller door to bin room	2,499	-	-	-	-	-	-	-	-	3,166	-	-	-	-	-	-
Replace noticeboard	1,298	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	2,549	0	0	0	0	3,166	0	0	3,229	0	0	0
7. Toilets																
Repaint ceilings	428	-	-	-	468	-	-	-	-	-	-	-	592	-	-	-
Repaint door face – one side including architraves	573	-	-	-	626	-	-	-	-	-	-	-	793	-	-	-
Refurbish toilets (male, female & disabled)	42,000	-	-	-	-	-	-	-	-	-	-	-	-	59,882	-	-
Sub Total (Incl. GST)		0	0	0	1,094	0	0	0	0	0	0	0	1,385	59,882	0	0
8. Gymnasium																
Repaint ceilings	2,275	-	-	-	2,486	-	-	-	-	-	-	-	3,149	-	-	-
Repaint walls	1,122	-	-	-	1,226	-	-	-	-	-	-	-	1,553	-	-	-
Repaint door face – one side including architraves	573	-	-	-	626	-	-	-	-	-	-	-	793	-	-	-
Maintain or replace bike racks	2,000	-	-	-	2,185	-	-	-	-	-	-	-	-	-	2,937	-
Replace carpet	8,384	-	-	-	9,161	-	-	-	-	-	-	-	11,605	-	-	-
Replace gymnasium equipment	5,000	-	-	-	5,464	-	-	-	-	-	-	-	-	-	7,343	-
Sub Total (Incl. GST)		0	0	0	21,148	0	0	0	0	0	0	0	17,100	0	10,280	0

Expenditure Item	Current Cost	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)	Year 11 (2032)	Year 12 (2033)	Year 13 (2034)	Year 14 (2035)	Year 15 (2036)
9. Carpark																
Replace curved stainless safety mirror	705	-	-	-	-	-	-	-	-	-	-	947	-	-	-	-
Replace garage door control panel	2,361	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,571
Replace electric garage door motor and mechanisms	4,277	-	-	-	-	4,814	-	-	-	-	-	-	-	-	-	6,469
Replace garage door	4,478	-	-	-	-	5,040	-	-	-	-	-	-	-	-	-	6,773
Sub Total (Incl. GST)		0	0	0	0	9,854	0	0	0	0	0	947	0	0	0	16,813
10. Fixtures & Fittings																
Replace community television aerial & equipment	3,055	-	-	-	-	-	3,542	-	-	-	-	-	-	-	-	-
Replace letterboxes	11,483	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace level 4 terrace furniture	4,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,353
Repair or upgrade security access system / intercom	28,455	-	-	-	-	-	-	-	-	-	-	38,241	-	-	-	-
Replace or upgrade remote controls, keys for building access	15,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	22,689
Upgrade security system / CCTV	14,428	-	-	-	-	-	-	17,228	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	3,542	17,228	0	0	0	38,241	0	0	0	29,042
11. Plant - Water																
Replace stormwater pumps control panel	1,840	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,783
Replace stormwater pumps	5,223	-	-	-	-	5,879	-	-	-	-	-	-	-	-	-	-
Replace domestic water jacking pump and pressure tank	4,189	-	-	-	4,577	-	-	-	-	-	-	-	-	-	-	-
Replace Raypack hot water system	38,282	-	-	-	-	-	-	-	47,082	-	-	-	-	-	-	-
Install tempering valves	17,400	-	-	-	-	-	-	-	21,400	-	-	-	-	-	-	-
Replace hot water control connection to units	11,600	-	-	-	-	-	-	-	14,267	-	-	-	-	-	-	-
Replace Raypack storage tank	4,992	-	5,142	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace hot water circulation pumps - small	1,161	-	-	-	-	-	-	-	-	1,471	-	-	-	-	-	-
Replace hot water circulation pumps - large	2,670	-	-	-	-	-	-	-	-	3,382	-	-	-	-	-	-
Sub Total (Incl. GST)		0	5,142	0	4,577	5,879	0	0	82,749	4,853	0	0	0	0	0	2,783

Expenditure Item	Current Cost	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)	Year 11 (2032)	Year 12 (2033)	Year 13 (2034)	Year 14 (2035)	Year 15 (2036)
12. Plant - Electrical & NBN																
Replace switchboards	69,456	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace or upgrade common light fittings	56,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	84,705
Replace or upgrade NBN cabling	11,600	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	84,705
13. Plant - Air & Ventilation																
Replace air supply fan to lobbies / foyers	14,400	-	-	-	-	-	-	-	-	-	18,789	-	-	-	-	-
Replace carpark exhaust fan	14,400	-	-	-	-	-	-	-	-	-	18,789	-	-	-	-	-
Replace carpark ventilation motors	5,548	-	-	5,886	-	-	-	-	-	-	-	-	-	7,910	-	-
Replace mechanical ventilation on roof	2,500	-	-	-	2,732	-	-	-	-	-	-	-	-	-	3,671	-
Replace air supply fans to gymnasium	870	-	-	-	-	-	-	1,039	-	-	-	-	-	-	-	-
Replace air supply fans to toilets	2,609	-	-	-	-	-	-	3,115	-	-	-	-	-	-	-	-
Replace air supply fans to motor lift room & hot water room	1,739	-	-	-	-	-	-	2,076	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	5,886	2,732	0	0	6,230	0	0	37,578	0	0	7,910	3,671	0
14. Lift																
Replace lift	250,000	-	257,500	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	257,500	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total (Incl. GST)		175,000	262,642	66,845	119,077	179,395	9,562	23,458	82,749	14,353	354,711	58,606	42,032	160,190	110,668	133,343
Contingency Allowance (Incl. GST)		17,500	26,264	6,685	11,908	17,940	956	2,346	8,275	1,435	35,471	5,861	4,203	16,019	11,067	13,334
Grand Total Expenses (Incl. Contingency Allowance and GST)		192,500	288,906	73,530	130,985	197,335	10,518	25,804	91,024	15,788	390,182	64,467	46,235	176,209	121,735	146,677

Building Data List from the Property Inspection for Strata Plan 51660

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:-

'Items' – identifies and describes the maintenance item

'Qty' – lets you know the total quantity of that item

'Unit' – is the unit rate used to measure the quantity

'Rate' – is the cost of each unit in dollars

'Value' – is the quantity (Qty) multiplied by the Rate (\$)

'Next Due' - is the remaining life in years until an item needs money spent on it.

'Total Life' - is the total life the item after it is replaced, repaired or repainted.

'Comments' – details any useful explanatory notes for the item.

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Asset Register	Comments
1. Building Exterior								
Washdown brick facade	1,144	m2	12.63	14,449.00	4	7		Washdown on paint cycles or as required - includes height allowance & traffic control
Repaint building exterior	308	m2	87.18	26,851.00	4	15		Ongoing painting program - includes height allowance & traffic control
Repaint metal decorative structures, beams and lintel bars	304	Lm	122.20	37,149.00	4	15		Ongoing painting program - includes height allowance & traffic control
Repaint door face – one side including architraves	6	Ea	191.11	1,147.00	4	15		Ongoing painting program
Replace aluminium windows, doors and hardware	1	Item	1,044,000.00	1,044,000.00	19	45		See notes
Replace balustrades	190	Lm	1,279.24	243,056.00	10	40		Replace as required - price will vary on product used
Replace fascia, gutters, downpipes and rain heads	368	Lm	156.14	57,460.00	3	25		Replace as required - includes height allowance
Water proof balcony / terrace floors (total: 368m2) stage 1	122	m2	1,393.44	170,000.00	18	20		Waterproof as required - remove tiles and failed membrane & improve drainage, install new membrane and floor

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Asset Register	Comments
Water proof balcony / terrace floors (total: 368m2) stage 2	124	m2	1,393.44	172,787.00	19	20		Waterproof as required - remove tiles and failed membrane & improve drainage, install new membrane and floor
Water proof balcony / terrace floors (total: 368m2) stage 3	122	m2	1,393.44	170,000.00	1	20		Waterproof as required - remove tiles and failed membrane & improve drainage, install new membrane and floor
2. Roofs & Awning								
Maintain roof tiles & repair ridge capping (total: 312m2)	1	Item	5,000.00	5,000.00	1	4		Repair as required
Replace metal and glass awning (total: 168m2)	1	Item	70,000.00	70,000.00	29	40		Replace as required
Replace skylights (total: 8)	1	Ea	5,192.56	5,193.00	6	10		Replace individually as required
Replace tiled roof	312	m2	238.27	74,340.00	34	60		Replace as required
3. Main Foyer								
Repaint ceilings	53	m2	26.76	1,418.00	5	9		Ongoing painting program
Repaint walls	125	m2	25.50	3,188.00	5	9		Ongoing painting program
Replace floor tiles	1	Item	35,000.00	35,000.00	14	18		Replace every second paint cycle
Replace art work	5	Ea	1,252.00	6,260.00	14	18	x	Replace every second paint cycle
Replace noticeboard	1	Ea	1,298.00	1,298.00	14	18	x	Replace every second paint cycle
Replace mirrors	2	Ea	1,248.00	2,496.00	14	18	x	Replace every second paint cycle
Replace aluminium entry doors to all foyers	3	Ea	5,400.00	16,200.00	14	30		Replace as required - price will vary on product used
4. Building Interior								
Repaint ceilings	223	m2	26.76	5,967.00	5	8		Ongoing painting program
Repaint walls	535	m2	25.50	13,643.00	5	8		Ongoing painting program
Repaint door face – one side including architraves	94	Ea	191.11	17,964.00	5	8		Ongoing painting program
Replace fire doors to units	58	Ea	1,000.00	58,000.00	5	25		Replace as required
Repaint balustrades	32	m2	69.04	2,209.00	5	8		Ongoing painting program
Replace carpet	203	m2	98.63	20,022.00	5	8		Replace as required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Asset Register	Comments
5. Fire Stairwells & Corridors								
Repaint ceilings	88	m2	26.76	2,355.00	12	16		Ongoing painting program - paint every second paint cycle
Repaint walls	212	m2	25.50	5,406.00	12	16		Ongoing painting program - paint every second paint cycle
Repaint door face – one side including architraves	18	Ea	191.11	3,440.00	12	16		Ongoing painting program - paint every second paint cycle
Replace fire doors	18	Ea	1,000.00	18,000.00	5	25		Replace as required
Repaint balustrades	44	Lm	79.03	3,477.00	12	16		Ongoing painting program - paint every second paint cycle
6. Bin Room & Loading Dock								
Repaint walls	69	m2	25.50	1,760.00	4	8		Ongoing painting program
Repaint door face – one side including architraves	3	Ea	191.11	573.00	4	8		Ongoing painting program
Replace roller door to bin room	1	Ea	2,498.63	2,499.00	9	35	x	Replace as required
Replace noticeboard	1	Ea	1,298.00	1,298.00	16	25		Replace as required
7. Toilets								
Repaint ceilings	16	m2	26.76	428.00	4	8		Ongoing painting program
Repaint door face – one side including architraves	3	Ea	191.11	573.00	4	8		Ongoing painting program
Refurbish toilets (male, female & disabled)	1	Item	42,000.00	42,000.00	13	25		Refurbish as required - price will vary on finishes & compliance codes at the time of renovation
8. Gymnasium								
Repaint ceilings	85	m2	26.76	2,275.00	4	8		Ongoing painting program
Repaint walls	44	m2	25.50	1,122.00	4	8		Ongoing painting program
Repaint door face – one side including architraves	3	Ea	191.11	573.00	4	8		Ongoing painting program
Maintain or replace bike racks	1	Item	2,000.00	2,000.00	4	10	x	Repair or replace as required
Replace carpet	85	m2	98.63	8,384.00	4	8		Replace as required
Replace gymnasium equipment	1	Item	5,000.00	5,000.00	4	10	x	Replace machines as required on rotation

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Asset Register	Comments
9. Carpark								
Replace curved stainless safety mirror	1	Ea	705.06	705.00	11	20		Replace as required
Replace garage door control panel	1	Ea	2,361.16	2,361.00	15	20	x	Replace as required
Replace electric garage door motor and mechanisms	1	Ea	4,276.74	4,277.00	5	10	x	Replace as required
Replace garage door	1	Ea	4,478.19	4,478.00	5	10	x	Replace as required
10. Fixtures & Fittings								
Replace community television aerial & equipment	1	Item	3,055.23	3,055.00	6	10		Replace as required
Replace letterboxes	60	Ea	191.38	11,483.00	16	25	x	Replace as required
Replace level 4 terrace furniture	1	Item	4,200.00	4,200.00	15	20	x	Replace as required
Repair or upgrade security access system / intercom	1	Item	28,455.00	28,455.00	11	20	x	Replace as required
Replace or upgrade remote controls, keys for building access	1	Item	15,000.00	15,000.00	15	20		Upgrade as required
Upgrade security system / CCTV	1	Item	14,428.18	14,428.00	7	10	x	Upgrade as required
11. Plant - Water								
Replace stormwater pumps control panel	1	Ea	1,839.52	1,840.00	15	20	x	Replace as required
Replace stormwater pumps	2	Ea	2,611.72	5,223.00	5	12	x	Replace as required
Replace domestic water jacking pump and pressure tank	1	Set	4,188.60	4,189.00	4	12	x	Replace as required
Replace Raypack hot water system	2	Ea	19,140.89	38,282.00	8	30	x	Replace as required
Install tempering valves	1	Item	17,400.00	17,400.00	8	10		Replace as required
Replace hot water control connection to units	58	Ea	200.00	11,600.00	8	10		Replace as required
Replace Raypack storage tank	1	Ea	4,992.41	4,992.00	2	15	x	Replace as required
Replace hot water circulation pumps - small	1	Ea	1,160.70	1,161.00	9	12	x	Replace as required
Replace hot water circulation pumps - large	2	Ea	1,335.23	2,670.00	9	12	x	Replace as required
12. Plant - Electrical & NBN								
Replace switchboards	1	Item	69,455.55	69,456.00	24	50		Replace as required
Replace or upgrade common light fittings	1	Item	56,000.00	56,000.00	15	20		Upgrade as required - to complete building
Replace or upgrade NBN cabling	1	Item	11,600.00	11,600.00	18	20		Upgrade as required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Asset Register	Comments
13. Plant - Air & Ventilation								
Replace air supply fan to lobbies / foyers	1	Ea	14,400.00	14,400.00	10	15	x	Ongoing replacement program
Replace carpark exhaust fan	1	Ea	14,400.00	14,400.00	10	15	x	Ongoing replacement program
Replace carpark ventilation motors	3	Ea	1,849.32	5,548.00	3	10	x	Ongoing replacement program
Replace mechanical ventilation on roof	1	Item	2,500.00	2,500.00	4	10	x	Ongoing replacement program
Replace air supply fans to gymnasium	1	Ea	869.70	870.00	7	10	x	Ongoing replacement program
Replace air supply fans to toilets	3	Ea	869.70	2,609.00	7	10	x	Ongoing replacement program
Replace air supply fans to motor lift room & hot water room	2	Ea	869.70	1,739.00	7	10	x	Ongoing replacement program
14. Lift								
Replace lift	1	Ea	250,000.00	250,000.00	2	30	x	Replace as required

BUILDING PHOTOS

Item Group	Photo			
Building Exterior				
Roofs & Awning				
Main Foyer				

Item Group	Photo		
Building Interior			
Fire Stairwells & Corridors			
Bin Room & Loading Dock			
Toilets			

Item Group	Photo		
Gymnasium			
Carpark			
Fixtures & Fittings			
Plant - Water			

Item Group	Photo			
Plant - Electrical & NBN	 A photograph showing a rack of electrical meters and control panels. The meters are arranged in a grid. A date stamp '09/02/2021' is visible in the bottom right corner.	 A photograph showing a complex arrangement of electrical wiring, cables, and conduits. A date stamp '09/02/2021' is visible in the bottom right corner.	 A photograph of a hallway with a circular recessed light fixture on the ceiling. A date stamp '09/02/2021' is visible in the bottom right corner.	 A photograph of two large orange electrical cabinets or control panels. A date stamp '09/02/2021' is visible in the bottom right corner.
Plant - Air & Ventilation	 A photograph of a rectangular air vent mounted on a white wall. A date stamp '09/02/2021' is visible in the bottom right corner.	 A photograph showing large, insulated ductwork or pipes. A date stamp '09/02/2021' is visible in the bottom right corner.	 A photograph of a large, cylindrical duct or pipe, possibly part of a ventilation system. A date stamp '09/02/2021' is visible in the bottom right corner.	 A photograph of a long, narrow metal duct or cabinet structure. A date stamp '09/02/2021' is visible in the bottom right corner.
Lift	 A photograph of a lift motor room. A door is labeled 'LIFT MOTOR ROOM'. A red fire alarm pull station is visible on the wall. A date stamp '09/02/2021' is visible in the bottom right corner.			

ASSET REGISTER

Photo	Asset Description	Asset Location	Serial number	Appropriate maintenance regime	Inspector Comments
	Art work	Ground floor foyer	Unknown	Clean surface on a regular basis, inspect for damage to the frame, glass and repair or replace as required.	Foyer upgrade completed 2017.
	Notice board	Ground floor foyer	Unknown	Clean surface on a regular basis, inspect for damage to the frame, glass, lock, hinges and repair or replace as required.	Foyer upgrade completed 2017.
	Mirrors	Ground floor foyer	Unknown	Clean surface on a regular basis, inspect for damage to the frame, glass and repair or replace as required.	Foyer upgrade completed 2017.

Photo	Asset Description	Asset Location	Serial number	Appropriate maintenance regime	Inspector Comments
	<p>Roller door to bin room</p>	<p>Bin room next to the loading dock</p>	<p>Unknown</p>	<p>Clean surface on regular basis. Inspect and lubricate moving parts annually or as required.</p>	<p>The door is original but in great condition.</p>
	<p>Bike racks</p>	<p>Carpark outside the gymnasium</p>	<p>Unknown</p>	<p>Inspect on a regular basis for damage and carry out repairs if required.</p>	<p>The bike racks are solid metal, maintenance on these should be minimal.</p>
	<p>Gymnasium equipment</p>	<p>Carpark</p>	<p>Unknown</p>	<p>Clean and inspect equipment on a regular basis. Service the equipment as per manufacturers instructions and repair or replace equipment as required.</p>	<p>When repairs are required, the owner's might want to consider replacing the equipment should it work out cheaper that to repair the item.</p>

Photo	Asset Description	Asset Location	Serial number	Appropriate maintenance regime	Inspector Comments
	Garage door control panel	Carpark entry / exit	Unknown	Service the equipment as per manufacturers instructions and repair or replace equipment as required.	
	Electric garage door motor and mechanisms	Carpark entry / exit	Unknown	Service the equipment as per manufacturers instructions and repair or replace equipment as required.	Replaced 2016
	Garage door	Carpark entry / exit	Unknown		Replaced 2016

Photo	Asset Description	Asset Location	Serial number	Appropriate maintenance regime	Inspector Comments
	Letterboxes	Located to various locations outside of the building	Unknown	Clean surface on a regular basis, inspect for damage to the doors, locks, hinges and repair or replace as required.	Replaced 2012
	Level 5 terrace furniture	Roof terrace, Level 5	Unknown	Clean on a regular basis and inspect for damage. Replace or carry out repairs as required.	
	Security access system / intercom	Located to various locations outside of the building		When in use, if there are faults in the system, replace or carry out repairs as required to individual components.	Upgraded 2012

Photo	Asset Description	Asset Location	Serial number	Appropriate maintenance regime	Inspector Comments
	Security system / CCTV	Located to various locations outside and inside of the building		When in use, if there are faults in the system, replace or carry out repairs as required to individual components.	Upgraded 2013
	Storm water pumps control panel	Carpark		Service the equipment as per manufacturers instructions and repair or replace equipment as required.	Replaced 2014
	Storm water pumps	Carpark		Service the equipment as per manufacturers instructions and repair or replace equipment as required.	Replaced 2014

Photo	Asset Description	Asset Location	Serial number	Appropriate maintenance regime	Inspector Comments
	Domestic water jacking pump and pressure tank	Carpark near the gymnasium		Service the equipment as per manufacturers instructions and repair or replace equipment as required.	
	Raypack hot water system – small	Hot water room in the carpark		Service the equipment as per manufacturers instructions and repair or replace equipment as required.	The Raypacks are original but with regular services, they have been known to last for many years past their lifespan.
	Raypack storage tank	Hot water room in the carpark		Service the equipment as per manufacturers instructions and repair or replace equipment as required.	Due to the age of the tank, it would like to have to be replaced in the next couple of years.

Photo	Asset Description	Asset Location	Serial number	Appropriate maintenance regime	Inspector Comments
	Hot water circulation pumps - small	Hot water room in the carpark		Service the equipment as per manufacturers instructions and repair or replace equipment as required.	Replaced 2018
	Hot water circulation pumps - large	Hot water room in the carpark		Service the equipment as per manufacturers instructions and repair or replace equipment as required.	Replaced 2018
	Air supply fan to lobbies / foyers	Loading dock		Service the equipment as per manufacturers instructions and repair or replace equipment as required.	Replaced 2010

Photo	Asset Description	Asset Location	Serial number	Appropriate maintenance regime	Inspector Comments
	Carpark exhaust fan	Carpark		Service the equipment as per manufacturers instructions and repair or replace equipment as required.	Replaced 2010
	Carpark ventilation motors	Carpark		Service the equipment as per manufacturers instructions and repair or replace equipment as required.	Motors are original
	Mechanical ventilation on roof	Roof		Service the equipment as per manufacturers instructions and repair or replace equipment as required.	

Photo	Asset Description	Asset Location	Serial number	Appropriate maintenance regime	Inspector Comments
	Air supply fans to gymnasium	Carpark		Service the equipment as per manufacturers instructions and repair or replace equipment as required.	
	Air supply fans to toilets	Ceiling space above the toilets		Service the equipment as per manufacturers instructions and repair or replace equipment as required.	
	Air supply fans to motor lift room and hot water room	Carpark and hot water room		Service the equipment as per manufacturers instructions and repair or replace equipment as required.	
	Lift	Building interior		Service the lift as per manufacturers instructions and repair or replace equipment as required.	The Kone lift is due replacement in year 2 due to outdated technology.

Inspector's Report for Strata Plan 51660

1. We have recommended that the balance of the Capital Works be allowed to increase over the length of this report, leading to a significant balance in the later years. It is necessary to allow a larger balance over time to offset the effects of inflation on building material and labour costs and to ensure that adequate funds are available to provide for major works, which frequently become necessary as the building ages but which cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that building construction and maintenance costs will increase by fifty percent every fifteen years. This recommendation will be reviewed each time this report is updated, in light of price levels and the state of the building at the time of each update.
2. The painting cost estimates are as accurate as possible. However, due to privacy considerations, access restrictions to some areas and the varied nature of the property, it is recommended that the Owners Corporation obtain quotes for painting work well in advance of when the work is to be carried out to allow for any shortfall or excess in funds.
3. The powder coated metalwork throughout the property may be subject to a manufacturer's warranty and, as such, the manufacturer's cleaning and maintenance recommendations should be followed to maximise the lifespan of the product.
4. We have allocated funds for the common issues where water proofing fails and needs reinforcing.
5. The tiled roof needs a visual inspection and damaged tiles are then repaired or replaced as a regular maintenance and the ridge caps need repointing in small areas each time which is included in the maintenance schedule.
6. We have allowed for the replacement of the aluminium windows, doors, and screens in the future, at the rate of \$18,000 per unit. The rate allowed is on the low side, therefore forward planning will be required as the prices are estimates and can vary on products/building materials used.
7. This report has been carried out over 20 years and presented as a 15 year report. The closing balance appears high but based on our current projections the capital works fund balance will go into deficit year 2040, therefore it is essential to review and budget for future remedial works every 3-5 years.

I want to thank Fiona and Denise for meeting with me, informing me of current and proposed works and providing me with the information required to complete the capital works plan forecast.

8. Changes has been made based on the email and phone discussion with Fiona Erhardt.

Report Notes

Capital Works Fund Plan (NSW)

This forecast satisfies the current requirements of section 80 of the Strata Schemes Management Act 2015, which states:

80 Owners corporation to prepare 10-year capital works fund plan

- (1) *An owners corporation is to prepare a plan of anticipated major expenditure to be met from the capital works fund for a 10-year period commencing on the first annual general meeting of the owners corporation.*
- (2) *An owners corporation is to prepare a plan for each 10-year period following the 10-year period to which the first plan applied. The plan is to be prepared for the annual general meeting at which the period covered by the previous plan expires.*
- (3) *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.*
- (4) *A plan under this section is to include the following:*
 - (a) *details of proposed work or maintenance,*
 - (b) *the timing and anticipated costs of any proposed work,*
 - (c) *the source of funding for any proposed work,*
 - (d) *any other matter the owners corporation thinks fit,*
 - (e) *any other matter prescribed by the regulations for the purposes of this section.*
- (5) *A plan under this section is to be finalised by the end of the next annual general meeting of the owners corporation after the annual general meeting for which the plan is prepared.*
- (6) *An owners corporation may engage expert assistance in the preparation of a plan under this section.*
- (7) *An owners corporation is, so far as practicable (and subject to any adjustment under this section), to implement each plan prepared under this section.*

A Capital Works Fund is established pursuant to section 74 of the Strata Schemes Management Act 2015, which states:

74 Capital works fund

(1) Establishment of fund

An owners corporation must establish a capital works fund.

(2) Amounts payable to fund

An owners corporation must pay the following amounts into the capital works fund:

- (a) *the contributions levied on, and paid by, owners for payment into the fund,*
 - (b) *any amounts paid to the owners corporation by way of discharge of insurance claims, unless paid into the administrative fund,*
 - (c) *any amounts paid to the owners corporation under Part 11,*
 - (d) *any amount received by the owners corporation that is not required or permitted to be paid into the administrative fund,*
 - (e) *the proceeds of any investment of the fund.*
- (3) *An owners corporation may also pay the following amounts into the capital works fund:*
- (a) *any income of the owners corporation,*
 - (b) *any amount that may be, but is not required to be, paid into the fund under this Act.*
- (4) **Amounts payable from fund**
- An owners corporation may pay money from its capital works fund only for the following purposes:*
- (a) *payments of the kind for which estimates have been made under section 79 (2),*
 - (b) *payments made in accordance with this Division on a distribution of a surplus in the fund,*
 - (c) *payments of amounts for the purposes of Part 11,*
 - (d) *the transfer of money to the administrative fund or to pay expenditure that should have been paid from the administrative fund.*
- (5) **Exemption**
- An owners corporation for a strata scheme comprising 2 lots need not establish a capital works fund if:*
- (a) *the owners corporation so determines by unanimous resolution, and*
 - (b) *the buildings comprised in one of those lots are physically detached from the buildings comprised in the other lot, and*
 - (c) *no building or part of a building in the strata scheme is situated outside those lots.*

THIS REPORT DEALS WITH THE CAPITAL WORKS FUND PLAN.

Implementation - It is the responsibility of the Strata Committee and the Owners Corporation to implement this plan so far as is practicable.

Interaction with Capital Works Fund - The source of funding for all proposed work or maintenance is presumed to be the capital works fund. No allowance has been made for proposed work or maintenance that is funded by means other than the capital works fund.

Figures used and updates - The figures used in the forecast are typical for this type of building and normal usage. The Strata Committee has some flexibility to make minor adjustments to the timing of any proposed work. More major adjustments to the timing of work may require an ordinary resolution of the Strata Committee, or complete revision of the Plan. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

Contingency - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

Interest, Taxation and Inflation - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Owners Corporation is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

Administration Fund - Items of a recurrent nature that are covered by the administration budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

Items with Indefinite Lives - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the Strata Committee); for example: sanitary fittings and lift carriage interiors. This forecast deals only with estimating the timing of physical obsolescence.

Improvements - The Strata Committee may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items.

Defects - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

Ongoing Maintenance Programs - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the owners and the Strata Committee. With allowances for ongoing maintenance programs, allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- ◆ Usage.
- ◆ Accidental damage to floor tiles, which may or may not be still available or in stock.
- ◆ Fences can be maintained and replaced gradually or all at once.
- ◆ Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- ◆ Concrete driveways that have been cracked but are still perfectly sound and serviceable.

- ◆ Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

Safety - The inspection does not cover safety issues.

Lifts - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Strata Committee/Representative.

Fire Maintenance – We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Strata Committee/Representative.

Window Safety Device – It is mandatory to install a safety device/ lock that restricts the opening of an openable window to less than 12.5cm. The device must be able to withstand a specific outward pushing force. All windows in every apartment building above a certain height must comply. (Section 118 Strata Schemes Management Act 2015; section 30 Strata Schemes Management Regulation 2016). An allowance has been made for the installation of these devices. Contact our office should you require a quotation to install these devices.

Other Matters - Unless otherwise included, this report does not include matters that are not anticipated major expenditures to be met from the capital works fund.

Updates - The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals. We recommend a minimum of bi-annual updates.

Supply terms and conditions - All services provided by Solutions in Engineering are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website www.solutionsinengineering.com

Please read the information and the notes on the Inspector's report to gain the most from this report.



ADDENDUM 1

NEW SOUTH WALES

Level 6, 115 Pitt St Sydney 2000
PO Box A72 Sydney South NSW 1235

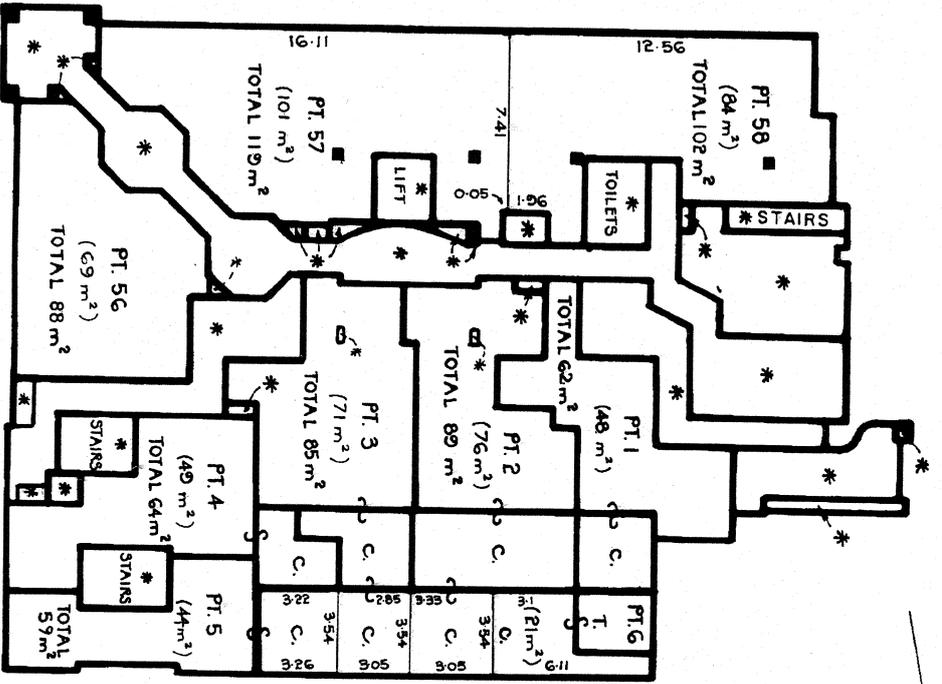
QUEENSLAND

18 Park Rd Milton 4064
PO Box 1584 Milton 4064

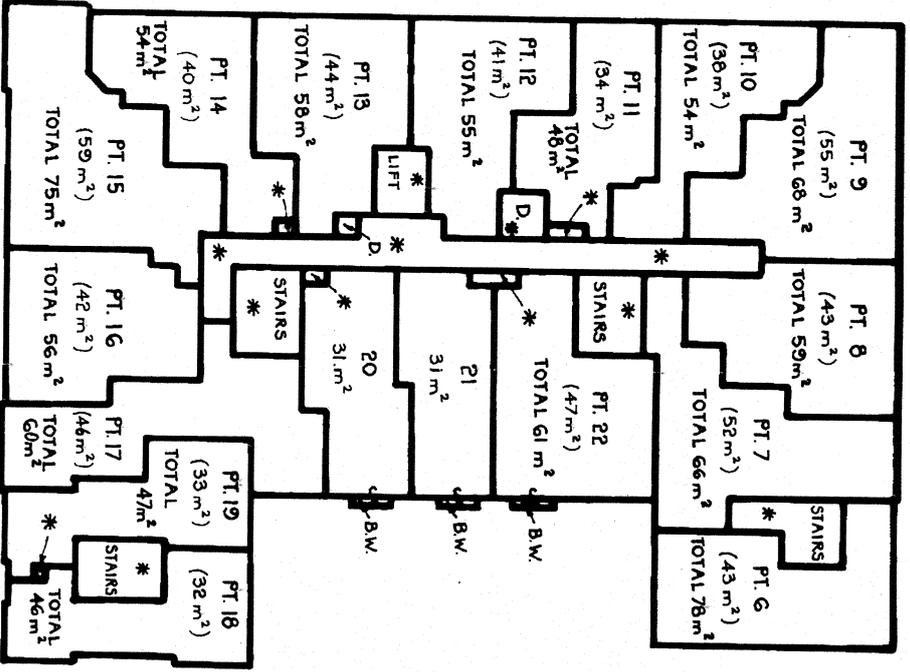
VICTORIA

Level 1, 1 Queens Rd Melbourne 3004
GPO Box 3025 Melbourne 3001

GROUND FLOOR



LEVEL ONE



- B.W. DENOTES BAY WINDOW
- * DENOTES COMMON PROPERTY
- D. DENOTES DUCT
- C. DENOTES COURTYARD
- T. DENOTES TERRACE

AREAS ARE APPROXIMATE - INCLUDE COURTYARDS WHERE SHOWN.
 TERRACES AND COURTYARDS ARE LIMITED IN HEIGHT TO 2.7 M ABOVE
 THEIR FLOOR WHERE NOT ROOFED OVER.

STRATA PLAN 51660

Reduction Ratio 1: 200

Lengths are in metres

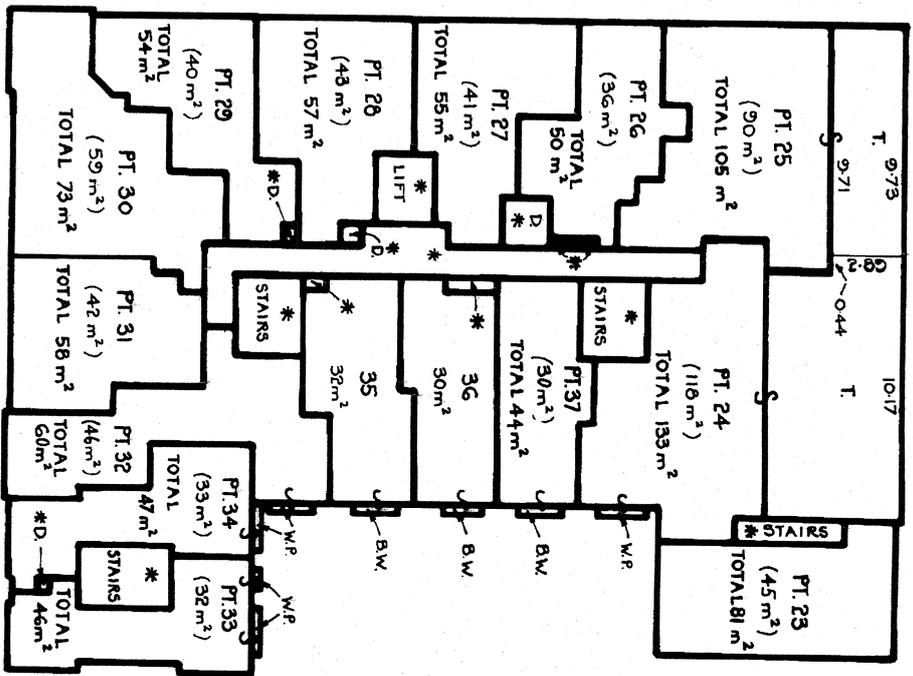
Clifford A Carl
 Registered Surveyor

B. Hand
 General Manager/Authorised Person

SURVEYOR'S REFERENCE: 28448



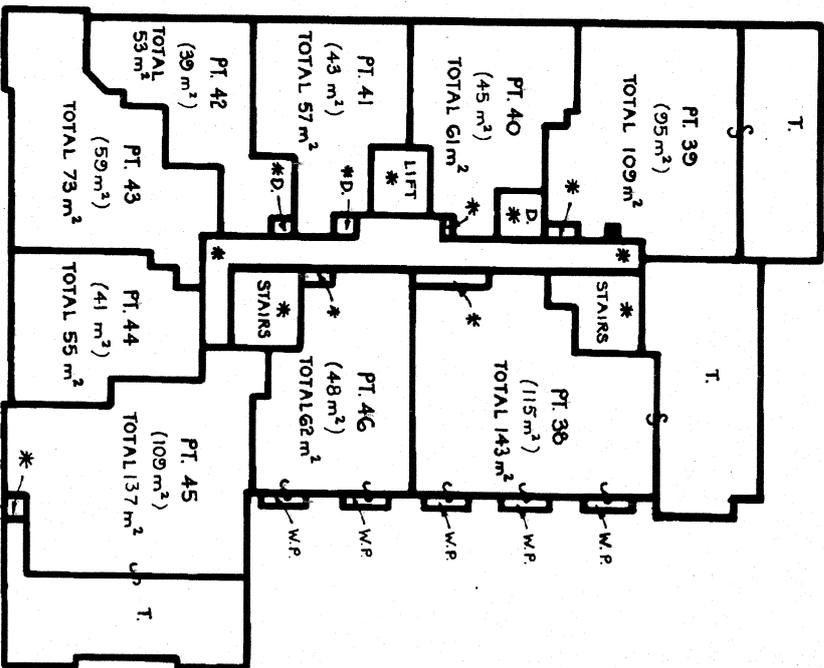
LEVEL TWO



LEVEL TWO LOFT



LEVEL THREE



STRATA PLAN 51660

- W/P DENOTES WINDOW PLANTER
- B.W. DENOTES BAY WINDOW
- * DENOTES COMMON PROPERTY
- D. DENOTES DUCT
- T. DENOTES TERRACE.

AREAS ARE APPROXIMATE * INCLUDE TERRACES * WINDOW PLANTERS & BAY WINDOWS WHERE SHOWN
 TERRACES * WINDOW PLANTERS ARE LIMITED IN HEIGHT TO 2.7 M ABOVE THEIR FLOOR WHERE NOT ROOFED OVER

Reduction Ratio 1: 200

Lengths are in metres

Coffey A Gok
Registered Surveyor

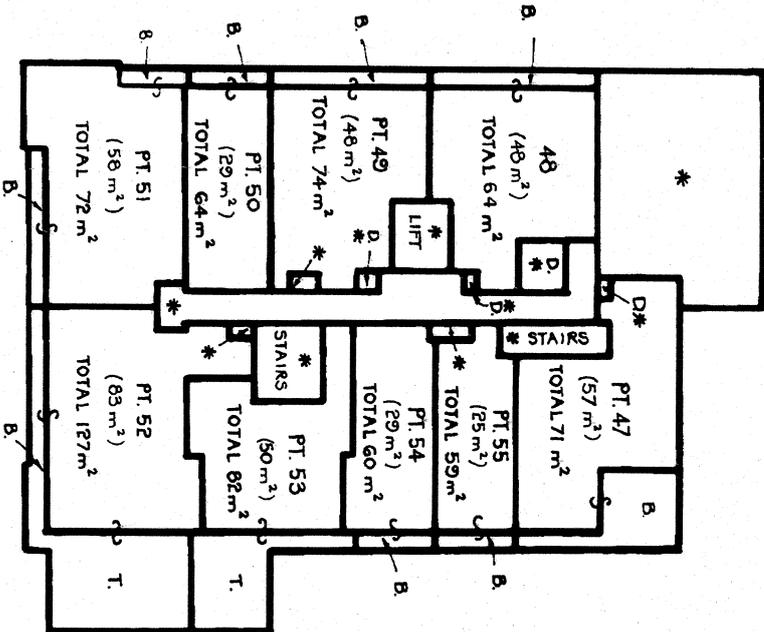
R. Howard
General Manager/Authorised Person

SURVEYOR'S REFERENCE: 28448



STRATA PLAN 51660

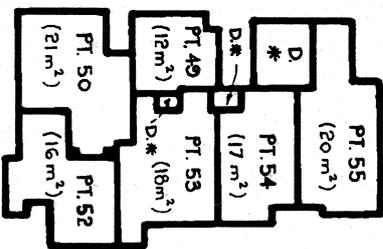
LEVEL FOUR



- * DENOTES COMMON PROPERTY.
- D. DENOTES DUCT.
- B. DENOTES BALCONY.
- T. DENOTES TERRACE.

AREAS ARE APPROXIMATE * INCLUDE BALCONIES & TERRACES WHERE SHOWN.
 BALCONIES AND TERRACES LIMITED IN HEIGHT TO 2.7 M ABOVE THEIR FLOOR
 WHERE NOT ROOFED OVER

LEVEL FIVE



Reduction Ratio 1: 200

Lengths are in metres



Jeffery A Carl
 Registered Surveyor

R. Hoek
 General Manager/Authorised Person

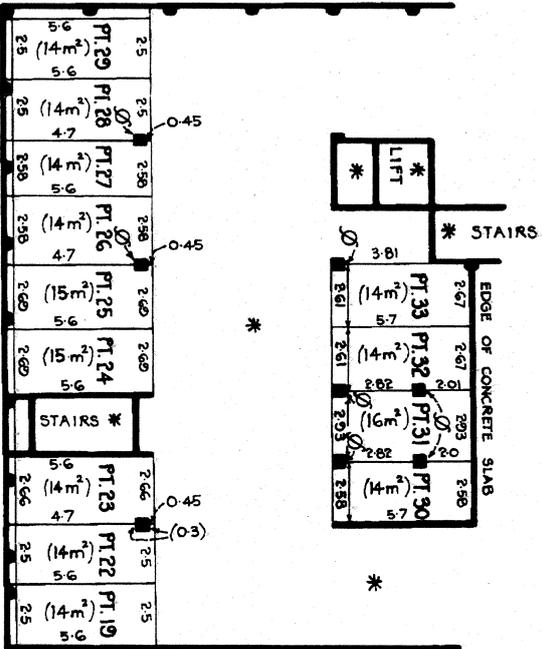
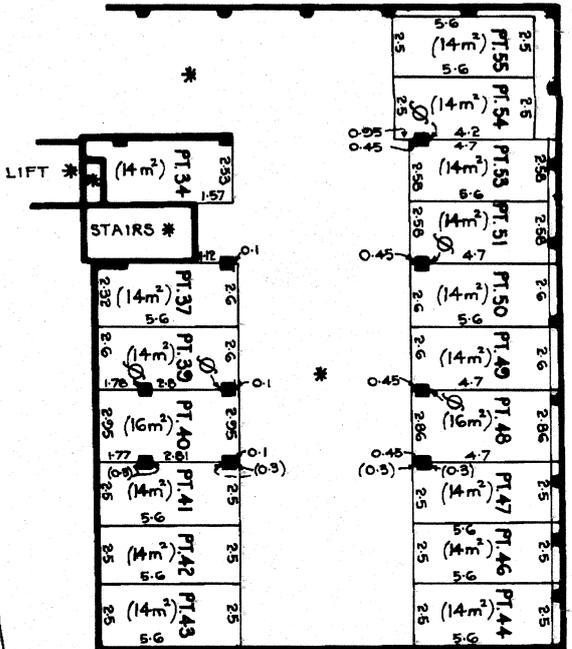
SURVEYORS REFERENCE 28446

TOS 7

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN 51660

SCHEDULE OF UNIT ENTITLEMENT		29	15G
LOT No:	UNIT ENTITLEMENT	30	203
1	149	31	150
2	168	32	163
3	168	33	137
4	150	34	137
5	129	35	110
6	153	36	113
7	168	37	113
8	160	38	258
9	207	39	246
10	135	40	160
11	117	41	160
12	150	42	156
13	153	43	207
14	150	44	162
15	207	45	259
16	150	46	168
17	156	47	188
18	129	48	166
19	129	49	235
20	112	50	172
21	116	51	184
22	160	52	270
23	220	53	192
24	250	54	176
25	243	55	176
26	121	56	194
27	156	57	285
28	156	58	240
AGGREGATE		10,000	



Reduction Ratio 1:200

Lengths are in metres

- * DENOTES COMMON PROPERTY AREAS ARE APPROXIMATE
- Ø DENOTES CARPARK BOUNDARY IS TO CENTRE OF NORTH & SOUTH FACE OF COL. COLUMN IS COMMON PROPERTY.

Registered Surveyor
Clifford A Clark
 SURVEYOR'S REFERENCE **26448**

[Signature]
 Authorised Person



27 August 2025

RAR Ref: 77/29539

QUOTATION

Turner
L7 ONE Oxford Street
DARLINGHURST NSW 2010

Attention: Brian Fong

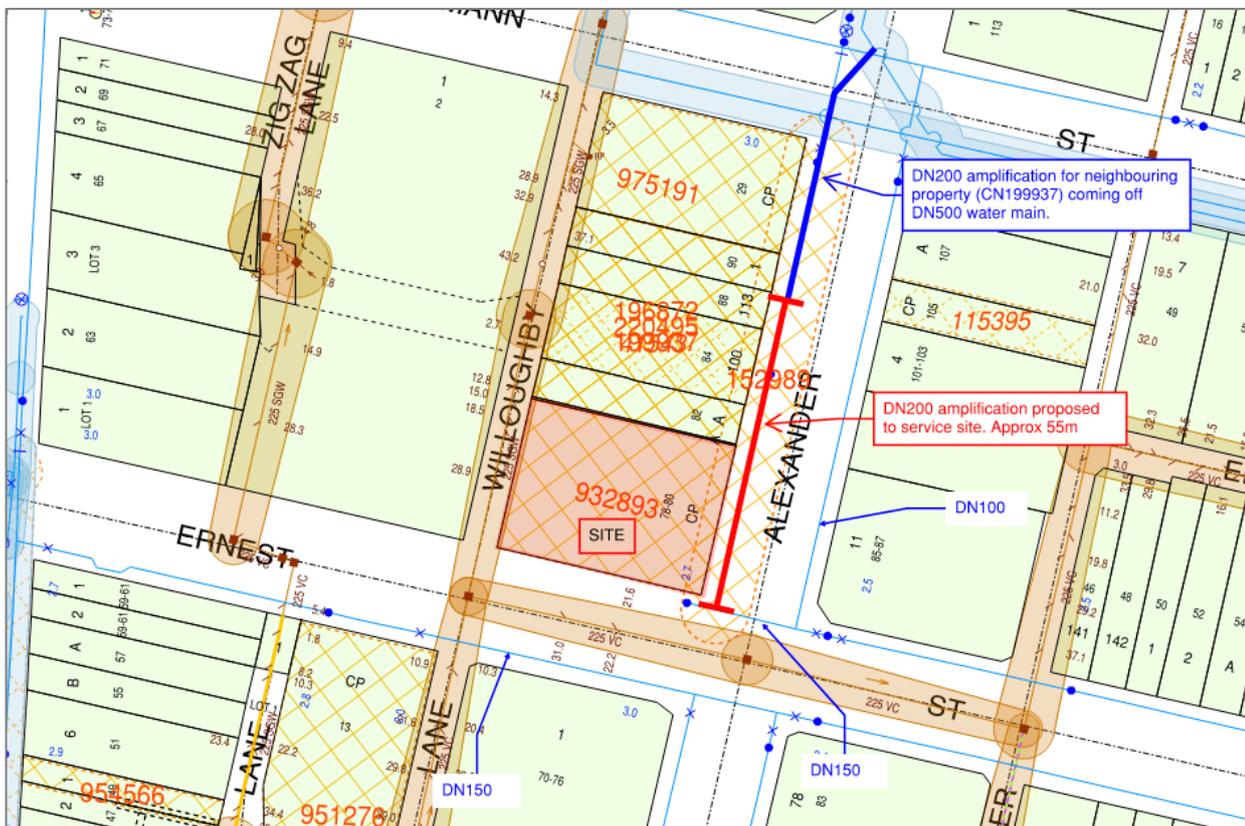
Dear Brian,

PROJECT: 78-80 ALEXANDER STREET, CROWS NEST – POTABLE WATER AMPLIFICATION

As requested, we now enclose our consulting fee basis for a potable water amplification at the above-mentioned site. We have allowed for a minor extension application to be lodged to carry out this amplification. Should you prefer to coordinate this under the Section 73 application, a consent will be required.

When you have a hydraulic consultant on board, we'll discuss with them to agree on the best way forward. We would only proceed with the amplification if the upsizing were going to be beneficial.

Please note due to the end of financial year, application fees are subject to change. As Sydney Water has not yet released updated fee information, the fees payable will be those current at the time of lodgement.



Extract Image – Sydney Water's Hydra Mapping System

Sewer

Based on Sydney Water's requirements, a sewer extension is required to bring a service within your property's boundaries. Upon a section 73 application proceeding we will provide a separate quotation relating to the sewer works.

Building Plan Approval

Building Plan approval will be subject to a separate quotation.

FEE SCHEDULE

Item	Description of fee	Fee
Application	Sydney Water's Minor Extension application fee (GST Exempt)	\$620.55
	RAR's Minor Extension Application Fee - Including compilation of documentation and completion of e-Developer application form	\$900.00
	Management of Sydney Water's requirements - Review of Sydney Water's Letter of Approval, - Liaison with client in relation to requirements, - Coordination with relevant parties to arrange signing/execution of Sydney Water Deed	\$620.00
Major Works – Water		
Design	Concept watermain design - Preparation of concept sketch, - Provision of advice outlining Sydney Water approval process - Responses of request for information, phone calls, emails	\$1,200.00
	Potable water amplification design and submission to Sydney Water - Liaison with developer regarding servicing requirements, - Preparation of plan for construction, - Submission to Sydney Water for approval, - Preparation of basic Review of Environmental Factors as per Sydney Water's requirements - Fee is an estimate based on an allowance of x hours of design. Should this be exceeded the relevant hourly rate will apply and you will be notified as soon as possible.	\$7,800.00
Meetings	Project meetings - Fee based on an allowance of 4 hours towards meetings. Should any meeting exceed the allowed time, the relevant hourly rate will apply. - Online meetings are charged at an hourly rate. - Face to face meetings are based on a minimum three-hour allowance (includes travel time).	\$800.00
Bonding	Bonding of works - Management of Sydney Water's Bonding Process for adjustment/deviation/connection works.	\$600.00
Construction Coordination	Coordination of construction documentation - Including preparation of an Inspection Test Plan (ITP), - Liaison with the appointed Sydney Water constructor to arrange execution of the Sydney Water Deed Poll, - Office based management activities (phone calls/emails, RFI responses, liaison with authorities etc.) - Collection and review of construction QA documentation from constructor, - Liaison with Sydney Water's Inspection team to arrange mandatory approvals throughout construction, - Submission of Project Specific Quality Plan to Sydney Water	\$2,600.00
Inspections	Site inspections - We have allowed for five inspections for the duration of construction works. Should this be exceeded, further inspections will be charged at a rate of \$600.00/inspection. Should any inspection exceed three hours (including travelling time), a rate of \$200.00/hour will apply. - Any after-hours inspections (including weekends) will be charged at a rate of \$350.00/hour.	\$3,000.00
	Attendance at connection - We have allowed for attendance at one connection. Should any connection exceed eight hours (including travelling time), a rate of \$200.00/hour will apply. Any after-hours connections (including weekends) will be charged at a rate of \$350.00/hour. Additional connections will be charged at the relevant rate.	\$1,600.00
Project Finalisation	Work as Constructed (WAC) - Including collection of WAC data and preparation of a WAC plan	\$1,800.00
	Submission of final package to Sydney Water - Including collection and review of test results, - Compilation of documentation and submission of a Project Completion Package, - Coordination of the transfer of ownership process with Sydney Water	\$1,000.00
		Sub Total: \$ 22,540.55
		GST: \$ 2,192.00
		Quotation Total: \$ 24,732.55

DESIGN TIMEFRAMES

Please note that due to our current workload and ongoing project commitments, design work is anticipated to commence approximately 3-4 weeks following formal engagement. This delay does not take into consideration Sydney Water's timeframes for processing applications or issuing the Notice of Requirements.

We appreciate your understanding, and by signing the Notice of Acceptance, you acknowledge and accept these timeframes.

TABLE OF RATES

Work outside of the quotation scope may be charged at the following rates.

ROLE	RATE
Director / Operations Manager	\$300.00/hour
Senior Infrastructure Designer	\$250.00/hour
Senior Project Coordinator	\$250.00/hour
Infrastructure Designer	\$200.00/hour
Project Coordinator	\$200.00/hour
Draftsperson	\$200.00/hour
Night/After-hours rate for works	\$350.00/hour

PROVISIONAL ITEMS

	Rate/Fee
Submit Claim/Invoice via online platform	\$90/claim
Upload documents/drawings to client management systems will be subject to a rate of \$200.00/hr.	
Sydney Water Work As Constructed (WAC) plans (GST Exempt)	\$60.56
<u>Design/Project Meetings</u>	
Online meetings are charged at an hourly rate.	
Face to face meetings are based on a minimum three-hour allowance (includes travel time).	
Site meetings are based on a minimum three-hour allowance (includes travel time)	
Should any meeting exceed the allowed time, the relevant hourly rate will apply.	
<u>Pressure and flow enquiry</u>	
Sydney Water's Pressure Enquiry via Tap In Application Fee (GST Exempt)	\$162.65
RAR's Pressure Enquiry Application Management Fee	\$600.00

Please advise acceptance of this quotation by signing and dating the Notice of Acceptance and forward to: quotes@rari.com.au

Yours faithfully,
RAR (INFRASTRUCTURE) Pty Ltd



Steve Rimmer
MANAGING DIRECTOR

QUOTATION QUALIFICATIONS & TERMS

Our scope of work for your project has been outlined within this document. This includes but is not limited to our project timeframes, exclusions, payment terms, qualifications and terms that may be associated with the project.

TIMEFRAMES - MAJOR WORKS

- Upon acceptance you will be contacted by a Project Coordinator to obtain the required application information.
- The application will generally be lodged to Sydney Water within 3 – 5 days of receiving all required information. Note that partial submissions cannot be made. Where a more detailed application plan needs to be prepared by RAR, this may take longer.
- Sydney Water will generally provide the Letter of Conditions 4-6 weeks after application lodgement. This is a guideline timeframe and Sydney Water's legal obligation to respond to a Section 73 application is 60 working days.
- Sydney Water's Letter of Conditions will be valid for 12 months from the date of issue unless accepted prior. A new application fee will be applicable to extend the application for a further 12 months if required.
- Where asset works are required to be undertaken, Sydney Water will issue a Developer Works Deed. The developer and WSC are required to sign deeds for execution by Sydney Water. **Sydney Water will not review designs until the deeds have been executed accordingly.**
- Sydney Water has a strict procurement process which needs to be followed to obtain the relevant approval for reimbursement. This is not applicable on all projects but the process to be followed varies depending on the funding path chosen. This can take up to 12 weeks to gain approval so please allow this in your delivery of works.
- Where works involve adjustment of live mains, Sydney Water requires a bond to be lodged prior to commencement of works. No work can commence until the bond agreement is in place.
- FIFM requests are lodged once the design is *approved, and constructor* is appointed. Typical Sydney Water review of 'basic' FIFM is 1-3 weeks. Complex approvals may take up to 3 months for Sydney Water assessment and implementation.
- When the developer has selected an accredited contractor, this contractor will need to enter into a deed poll agreement prior to commencement of works. Sydney Water requires a minimum of two full days' notification prior to the commencement of works.
- Sydney Water will generally provide the Section 73 Certificate two weeks after lodgement of all sewer, water and building plan approval project completion packages and payment of their fees.

1. EXCLUSIONS

- 1.1 Preparation of Schedule of rates, Bill of Quantities, cost estimates and tendering of the design to Sydney Water's accredited providers.
- 1.2 If an alternate solution or Deviation from Standards (DFS) is required for Sydney Water approval, further fees may apply.
- 1.3 All fees associated with a sewer Service Protection Report (SPR). In most cases you will be required to obtain a SPR/Peg-out through an accredited provider.
- 1.4 Preparation of SEA for Out-of-Scope Building Plan Approval.
- 1.5 All Sydney Water Out of Scope review charges. These are payable by the developer.
- 1.6 All Sydney Water costs and charges. These are payable by the developer.
- 1.7 Use of a third-party project management/document system, additional fees may apply.
- 1.8 Submission of claims/invoices via online platform. Refer to item 3.4.
- 1.9 Pot holing of existing services to determine depth of cover of existing services has not been included.
- 1.10 All activities associated with specialist environmental reports/studies and geotechnical investigation.
- 1.11 All activities associated with obtaining a Part 5 approval (REF and CEMP).
- 1.12 All activities associated with detailed project scheduling (e.g. preparation & issue of GANNT charts). RAR will provide initial general advice at project commencement.
- 1.13 Any work associated with recycled water unless otherwise stated.
- 1.14 Any lead-in work unless otherwise stated.
- 1.15 All survey (it is assumed the client will provide all survey including detail, set-out and as built.)
- 1.16 Independent verification if requested by Sydney Water.
- 1.17 3D modelling (12d, civilCAD etc.)
- 1.18 This fee excludes any structural design certification or structural inspections (unless otherwise stated).
- 1.19 Our fee excludes Flow Management & Asset Isolation documentation or preparation unless otherwise stated. Our hourly rate of \$200.00/hour will apply should this be required.
- 1.20 Our fee proposal excludes negotiations for Permission to Enter (PTE) within private property. RAR will provide the necessary forms for the client to manage. Should RAR involvement be required the abovementioned hourly rates will apply.

2. QUALIFICATIONS & TERMS

- 2.1 During the application assessment process, Sydney Water may request additional information. Any meetings, queries, calculations required to be prepared/undertaken will be charged at the relevant hourly rate.
- 2.2 All RAR design fees are for an allowance of one design only. Noting the design is considered finalised once tender plans are issued or plans submitted to Sydney Water, whichever occurs first. RAR must be informed of any changes to the development to ensure servicing requirements are met. Any changes made after tender/submitted Sydney Water design may be subject to variation at the relevant hourly rate.
- 2.3 Disbursements which RAR may claim payment include but are not limited to, authorities or their agents' fees and charges and out-of-hours work.
- 2.4 All fees will be payable at completion of the construction works onsite. This is prior to the final package being submitted to Sydney Water to ensure that the Section 73 Certificate / Bond Return is released in a timely manner.
- 2.5 All environmental approvals to be provided by client prior to construction commencement.

- 2.6 A copy of any plans prepared will be forwarded to you on request.
- 2.7 The selection of the contractor to undertake the construction works has an impact on our project coordination component of works and is generally selected without input from RAR. Once a contractor has been selected, please confirm accredited constructor details as soon as possible. Where a constructor requires additional monitoring and/or construction input, we reserve the right to make a claim for additional fees.
- 2.8 Additional inspections required by Sydney Water for construction non-conformance will be charged at an additional inspection fee.
- 2.9 Payment of Building Plan Approvals fees will be required prior to the issuing of the Building Plan Approval. Note you will be issued an invoice with all fees upon the assessment being complete.
- 2.10 Assessment of building plans after issue of approved plans will be charged at the relevant rate.

3. PAYMENT TERMS

- 3.1 The client agrees to pay all application/assessment fees upon acceptance of this quotation. Upon acceptance you will be issued with the relevant invoice for the fees payable. In the case of a change of mind by the client, RAR application and/or assessment fees are non-refundable. Applications will not be processed until payment has cleared.
- 3.2 This quotation is valid for a period of thirty days from the date of issue. Upon receipt of the duly executed acceptance, the quotation shall remain valid for a period of six months unless relevant construction work has commenced. Under no circumstances will any work commence until RAR has received the completed and signed acceptance form.
- 3.3 In instances where a formal contract is executed in lieu of this acceptance form, the countersigned contractual agreement must be received by RAR prior to the initiation of any work.
- 3.4 Our fee proposal is based on our attached terms, where alternative terms/agreement/negotiations are proposed, we reserve the right to adjust our fee. This includes but is not limited to an external portals for client payments/document uploads.
- 3.5 If works undertaken exceed the items specified in the quote, the client agrees to pay appropriate fees for the excess work, outside the scope of the original agreement (e.g. design changes, environmental approvals etc.). Wherever possible the client will be notified of an increase in the scope of the project.
- 3.6 Where RAR are required to engage a third party, these fees will be invoiced to the client upon quotation acceptance.
- 3.7 RAR & Sydney Water Application fees are subject to change without notice.
- 3.8 All accounts are payable within the timeframe specified on the Tax Invoice. 7-day terms for third party invoicing, 14-day terms for minor works invoicing and 30-day terms for all other invoices.
- 3.9 If debt collection proceedings are initiated for overdue invoices, additional charges will apply. These may include interest, collection agency fees, and all legal and court-related costs associated with recovering the outstanding amount. Please be aware that such proceedings may also have a significant negative impact on your credit rating.
- 3.10 A credit card surcharge will be applied when selecting the 'Pay Now' option, and this fee will be the responsibility of the client. To avoid this surcharge, we recommend using EFT (Electronic Funds Transfer), our preferred payment method.
- 3.11 This quotation is exclusive of all statutory fees and charges, and construction charges.

NOTICE OF ACCEPTANCE

RAR REF NO.: 77/29539

PROJECT: 78-80 ALEXANDER STREET, CROWS NEST – POTABLE WATER AMPLIFICATION

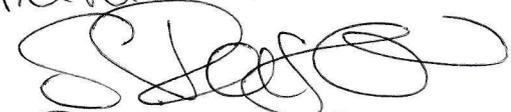
Below are the terms of acceptance associated with the quotation.

- a) This fee proposal is issued subject to the client's written acceptance in accordance with the procedures outlined in our ISO 9001 Certified Quality Management System. To constitute valid acceptance and initiate services, this document must be duly completed, signed, and returned. The client is responsible for ensuring that all invoicing information provided is accurate and complete.
- b) By submitting this acceptance, you agree to the terms outlined in this quotation.
- c) Acceptance forms that are incomplete or improperly completed may, at our sole discretion, be deemed invalid. **Any request to amend invoicing details following the issue of an invoice may incur an administrative fee, which shall be payable by the client.**
- d) We require **invoicing details** to be completed below. Project contact information will be collected via an Application Form, which will be emailed to you by the assigned Project Coordinator. If preferred, you may include project contact details with this acceptance, though this is optional, and the Application Form will still be sent.

Fee acknowledgement: \$24,732.55 (Including GST)

INVOICING DETAILS – CONTACT INFORMATION

Company/Name: S/P 51660 C/- The Strata Life
Address: L/1 3/45-47 Hunter Street HORNSBY
Contact name: Jana Antelmann
Contact email: jana@thestratalife.com.au
Contact phone: 9456 9907
ABN: 27 627 346 598
Purchase Order (if applicable): TBA
Signature: Date: 11 February 2026

Signed on behalf of
Strata Committee SPS/660

S. Passinger (Treasurer)

PROJECT CONTACT INFORMATION

Company/Name: SP 51660
Address: 78-80 Alexander Street, CROWS NEST
Contact name: Brian Fong
Contact email: fongbrian@gmail.com
Contact phone: 0405 821 795
Contact name: Ori Abhay
Contact email: ori.abhay@gmail.com

Payment Methods

RAR accept the following payment methods:

Credit Card payments
(Visa and MasterCard only, fees apply)
Online EFT / Bank Transfer



STRATA PLAN 51660
PO BOX Q285
QUEEN VICTORIA BUILDING NSW 1230

Our reference: 5741960958325

Phone: 13 11 42

Client ID: 13 682 691 606

30 May 2025

You have an overdue tax debt

Total overdue
\$1,330.20

- › Have you missed a tax bill?
- › There are different ways you can pay your debt

To whom it may concern,

We haven't received payment for your Income Tax account. We can see you usually pay and lodge on time. Here are the details so you can pay now.

What you need to do

You need to pay \$1,330.20 by **13 June 2025** using one of the payment methods listed.

Total to pay on your Income Tax / 551	\$1,330.20
---------------------------------------	------------

If you have paid in full or entered into a payment plan in the last seven days, you don't need to do anything else.

You still need to lodge on time, even if you can't pay in full by the due date. This will give you certainty of your tax and super position, and shows us you're aware of your obligations and doing your best to meet them.

To find out more about how to lodge, visit ato.gov.au/howtolodge

If you're unable to pay in full by **13 June 2025**, you may be able to set up a payment plan using our online services, which are available 24 hours a day.

To find out more about payment plans, visit ato.gov.au/helpwithpaying

Each day your debt isn't paid it may increase. This is because general interest charge (GIC) may apply on any overdue balance until the whole amount is paid.

To find out more about GIC, including the current rate, visit ato.gov.au/gic

Pay now

Your payment reference number (PRN) is:
551000939565996021

BPAY®



Bill code: 75556
Ref: 551000939565996021

Telephone & Internet Banking - BPAY®

Make this payment from your preferred bank account.
More info: www.bpay.com.au

CREDIT OR DEBIT CARD

Pay online with your credit or debit card using our secure online services.
A card payment fee may apply.
For more info visit ato.gov.au/payonline

OTHER PAYMENT OPTIONS

For other payment options, visit ato.gov.au/howtopay

Need help?

If you are finding it difficult to pay or lodge on time you can talk to us about your situation, we're here to help:

- › call us on **13 11 42** between 8.00am and 6.00pm, Monday to Friday, or
- › contact your tax or BAS agent for assistance.

For more information

To find out about budgeting for tax and preventing debt, visit **ato.gov.au/managingpayments** where we have tips available to help you stay on track, including making pre-payments to get ahead.

For information about our commitments to you and what we ask of you, go to **ato.gov.au/atocharter**

Remember, if you are finding it difficult to pay, you can talk to us, we're here to help.

Yours faithfully,

David Allen

Second Commissioner of Taxation

How to pay

Your payment reference number (PRN) is: 551000939565996021

BPAY®



Bill code: 75556
Ref: 551000939565996021

Telephone & Internet Banking - BPAY®

Make this payment from your preferred bank account.
More info: **www.bpay.com.au**

CREDIT OR DEBIT CARD

Pay online with your credit or debit card using our secure online services.
A card payment fee may apply.

For more info visit **ato.gov.au/payonline**

OTHER PAYMENT OPTIONS

For other payment options, visit **ato.gov.au/howtopay**