

Strata Inspection Report



Client Name: Nicholas Willebrands

Lot No: 2

Strata Plan No: 10095

Property Address: 2/7 Wolseley Street Drummoyne

Date Inspected: 30 April 2026

Commissioned by: BeSafe Strata Inspection

Contact: astratareport@gmail.com -Dee

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 0401 038 686.

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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
Strata Plan	Yes
Certificate of Title	Yes
Financial Accounts	Yes
Capital Works Fund Forecast	Yes
Insurance Valuation	Yes
Building Insurance	Yes
AGM Minutes for previous 5 years	Yes - except AGM 2022
EGM minutes (if applicable)	Yes
Correspondence File	Yes
Fire Safety Certificate	Yes
Workplace Health and Safety Report	No
Asbestos Report	No
Combustible Cladding Report	No
Termite Inspection	No
By-Laws	Yes

NOTES AND COMMENTS

Records for this inspection were provided to us electronically via an online remote searching system. We have no way of knowing whether all of the existing records have been uploaded.

MANAGING AGENT DETAILS

Strata Management	Conti Strata
Address	397 Lyons Road Five Dock NSW 2046
Telephone Number	02 9716 8686
Agency Agreement	Yes
Is there a strata roll	Yes

STRATA ROLL DETAILS

Name of owner recorded	Nicholas Jamies Alford Willebrands and Holli Florence Hannah Hamlin
Address recorded	2/7 Wolseley Street, Drummoyne
Mortgages recorded	None sighted
Leases recorded	None sighted
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	Yes
Date of registration of strata plan	24 September 1975
Number of lots in strata scheme	6
Aggregate units of entitlement	60
Unit entitlement of subject lot	10

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	Must seek Owners Corporation approval. Please refer to by-law 16
Any evidence of animals being refused	None sighted
Any evidence of animals being accepted	None sighted

MEETING MINUTES

Are records of the minutes retained	Yes
Minutes were inspected from	2021,2022,2023,2024 and 2025

ACCOUNT BALANCES

Strata Scheme Current Account Balances

Admin Fund	(\$2,607.54)
Capital Works Fund	\$53,426.14
TOTAL	\$50,818.60
Account Balance Sheet attached?	Yes

ANNUAL BUDGET CONTRIBUTION

When was the current budget determined	8 July 2025
Budget for current year attached	Yes

Year	Administration Fund	Capital Works Fund
2025	\$27,800.00	\$16,130.00
2024	\$24,500.00	\$18,219.00
2023	\$24,500.00	\$18,219.00

Is the Capital Fund separately levied	Yes
Current Income & Expenditure attached	Yes
Has an Auditor been appointed	No
Evidence of Income tax return	Not sighted

LEVY CONTRIBUTION

Current standard Levies for subject Lot

Administration Fund	\$1,158.35
Capital Works Fund	\$672.10
Special Levies	Nil apparent
Amount Outstanding	Nil apparent

Special Levies for Strata Scheme

Evidence of Proposed Special Levies?	Nil apparent
Likelihood of upcoming Special Levy	Please refer to General Matters on page 11.
Any Special Levies in the past 5 years	Nil apparent

Special Levies Raised - Last 5 years

Year	Amount	Purpose
N/A		

PROPOSED MAJOR EXPENDITURE

Evidence of any proposed major works sighted from meeting minutes.

Nil apparent

FINANCIALS

Financials for the last five years sighted

ONLY 2024, 2025 AND 2026

Financials attached

Yes

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

Nil apparent

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	Axis Underwriting
Policy Number	P-028882
Due Date	15 August 2026
Premium	\$6,286.76
Building Amount Insured	\$3,710,000.00
Last Valuation Sighted	10 August 2025
Last Valuation amount	\$3,710,000.00

HARMONY

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

Nil apparent

NOTICE AND ORDERS

Any orders made by the adjudicator Nil apparent

Any evidence of court order/legal action Nil apparent

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)

We note a current deficit in the admin fund of approximately \$2,607.54. If it can't be absorbed by the incoming levies, then additional funding will be required.

We note the recommended capital works fund balance for the current year (as per the attached forecast) is \$78,366.00. Current balance in the capital works fund is approximately \$53,426.14. Special levies may be required in future if levies remain at current levels.

Minutes of the 2022 AGM was not sighted at the time of inspection. Please note Conti Strata only obtain management of this scheme at the end of 2023.

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?

This Strata Inspection Report is prepared based solely on a review of the records of the Owners Corporation made available at the time of inspection. No physical inspection of the building, common property or the subject lot has been undertaken unless otherwise stated.

The information contained in this report is derived from documents and records provided by the strata manager and/or Owners Corporation. We are unable to verify whether all relevant records have been made available, including any archived, restricted, or “work in progress” files.

While reasonable care has been taken in compiling this report, no warranty or guarantee is provided as to the accuracy, completeness or currency of the information. The absence of any reference to a matter in this report should not be taken as confirmation that such matter does not exist.

This report is a summary only and should not be relied upon as a complete representation of all matters affecting the strata scheme. Matters such as building defects, structural issues, financial liabilities, legal disputes, compliance matters or future expenditure may exist but may not be recorded in the documents inspected.

This report is prepared exclusively for the party who commissioned it. No liability is accepted for any third party who relies on this report in whole or in part. Any third party does so entirely at their own risk.

Readers are strongly advised to obtain independent legal, financial, building and/or specialist advice prior to relying on this report for any decision, including purchase of the property



Strata Roll

Conti & Co Pty Ltd
ABN 23 104 948 334
The Conti Property Group Trust
ABN 38 667 939 064

(02) 9716 8686
info@contistrata.com.au
contistrata.com.au

COMMON PROPERTY / GENERAL INFORMATION

The Owners - Strata Plan No. 10095 Leon Manor, 7 Wolseley Street, DRUMMOYNE NSW 2047

Original owner

Developer

Builder

Managing agent Conti Strata
PO Box 443

CONCORD NSW 2137

Assigned manager Daniela Bacchetto

Unit entitlements

Levy Entitlement

Lot no.	Associated lots	Unit no.	U/E	Lot no.	Associated lots	Unit no.	U/E
1		1	10.00	2		2	10.00
3		3	10.00	4		4	10.00
5		5	10.00	6		6	10.00
Total unit entitlement							60.00

Insurance

Policy No.	P-028882	Axis Underwriting Agencies Pty Ltd
Type:	Residential Strata	Broker: BAC Insurance Brokers Pty Ltd PO Box 84, DARLINGHURST NSW 1300
Premium:	\$6,286.76	Paid on: 07/08/2025 Policy start date: 15/08/2025 Next due: 15/08/2026
<i>Cover</i>		<i>Sum insured</i> <i>Excess</i>
Building	\$3,710,000.00	\$0.00
Contents	\$37,100.00	\$0.00
Loss of Rent & Temporary Accommodation	\$556,500.00	\$0.00
Catastrophe	\$556,500.00	\$0.00
Legal Liability	\$20,000,000.00	\$0.00
Voluntary Workers	200,000/2,000	\$0.00
Fidelity Guarantee	\$100,000.00	\$0.00
Machinery Breakdown	\$100,000.00	\$0.00
Office Bearers Liability	\$500,000.00	\$0.00
Govt Audit Costs	\$25,000.00	\$0.00
Legal Defence Expenses	\$50,000.00	\$0.00
Appeal Expenses-Common Property Health & Safety Br	\$100,000.00	\$0.00
Lot Owners Fixtures & Improvements (Per Lot)	\$300,000.00	\$0.00
Floating Floorboard Cover	Included	\$0.00
Paint Cover for Units	Included	\$0.00
> Excess - All Claims		\$2,500.00
> Excess - Water damage / burst pipe		\$2,500.00
*Insurance commission retained as agreed	\$868.31	\$0.00

Commission \$868.31

Policy No.	P-028882 - Endorseme	Axis Underwriting Agencies Pty Ltd
Type:	*Endorsement	Broker: BAC Insurance Brokers Pty Ltd PO Box 84, DARLINGHURST NSW 1300
Premium:	\$125.58	Paid on: 13/08/2025 Policy start date: 15/08/2025 Next due: 15/08/2026
<i>Cover</i>		<i>Sum insured</i> <i>Excess</i>
*Insurance commission refunded as agreed		\$0.00
*Endorsement - Adjustment to policy	As updated above	\$0.00
*Insurance commission retained as agreed	\$27.50	\$0.00

Commission \$27.50

Strata Committees

Treasurer	Paul Tyne Leon Manor, 6/7 Wolseley Street, DRUMMOYNE NSW 2047
Member	Nicholas Willebrands Leon Manor, 2/7 Wolseley Street, DRUMMOYNE NSW 2047
Member	Anthony Cordato Level 5, 49 York Street, SYDNEY NSW 2000
Chairperson, Secretary	Raquel Hughes Leon Manor, 4/7 Wolseley Street, DRUMMOYNE NSW 2047

INDIVIDUAL LOT

Lot 2

Associated lots:

Unit no. 2

Unit entitlements

Levy Entitlement 10.00 / 60.00

Owners

Name

Address for service of notices

Nicholas James Alford Willebrands and Holli
Florence Hannah Hamlin

Leon Manor, 2/7 Wolseley Street, DRUMMOYNE NSW 2047

Date of entry 26/09/2023

Date of purchase 26/09/2023

Mortgages

None

Leases

None



Conti & Co Pty Ltd
 ABN 23 104 948 334
 The Conti Property Group Trust
 ABN 38 667 939 064

Owner Ledger

Start Date: 01/04/2024
 End Date: 30/04/2028
 Owners: One only

(02) 9716 8686
 info@contistrata.com.au
 contistrata.com.au

The Owners - Strata Plan No. 10095

Leon Manor, 7 Wolseley Street, DRUMMOYNE NSW 2047

Lot 2 Unit 2 Nicholas Willebrands & Holli Hamlin

UE / AE: 10.00 / 60.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Capital Works Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	31/05/2024	Quarterly	Quarterly Admin/Capital Works Levy	1,117.40	1,117.40	770.90	770.90	0.00	0.00%	Standard	Normal	None
2	17/07/2024	Once-off	Lot 2: Recover Cost to Register Special By-Law	630.00	630.00	0.00	0.00	0.00		Owner Invoice	Normal	None
3	31/08/2024	Quarterly	Quarterly Admin/Capital Works Levy	1,020.85	1,020.85	759.15	759.15	0.00	0.00%	Standard	Normal	None
4	30/11/2024	Quarterly	Quarterly Admin/Capital Works Levy	1,020.85	1,020.85	759.15	759.15	0.00	0.00%	Standard	Normal	None
5	28/02/2025	Quarterly	Quarterly Admin/Capital Works Levy	1,020.85	1,020.85	759.15	759.15	20.49	0.00%	Standard	Normal	None
6	10/04/2025	Once-off	Lot 2: Debt recovery Levy reminder	11.00	11.00	0.00	0.00	0.00		Owner Invoice	Normal	None
7	31/05/2025	Quarterly	Quarterly Admin/Capital Works Levy	1,020.85	1,020.85	759.15	759.15	0.00	0.00%	Standard	Normal	None
8	31/08/2025	Quarterly	Quarterly Admin/Capital Works Levy	1,158.35	1,158.35	672.10	672.10	23.64	0.00%	Standard	Normal	None
9	10/10/2025	Once-off	Lot 2: Debt recovery Levy reminder	11.00	11.00	0.00	0.00	0.00		Owner Invoice	Normal	None
10	30/11/2025	Quarterly	Quarterly Admin/Capital Works Levy	1,158.35	1,158.35	672.10	672.10	19.56	0.00%	Standard	Normal	None
11	08/01/2026	Once-off	Lot 2: Debt recovery Levy reminder	11.00	11.00	0.00	0.00	0.00		Owner Invoice	Normal	None
12	28/02/2026	Quarterly	Quarterly Admin/Capital Works Levy	1,158.35	1,158.35	672.10	672.10	0.00	0.00%	Standard	Normal	None
13	31/05/2026	Quarterly	Quarterly Admin/Capital Works Levy	1,158.35	0.00	672.10	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Capital Works Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid				

Lot 2	Unit 2	Nicholas Willebrands & Holli Hamlin		UE / AE: 10.00 / 60.00						
27/05/2024	21	Receipt	Banked	1,117.42	0.00	770.91	0.00	0.00	1,888.33	1
09/09/2024	34	Receipt	Banked	1,289.54	0.00	490.46	0.00	0.00	1,780.00	3, 2
30/09/2024	36	Receipt	Banked	361.31	0.00	268.69	0.00	0.00	630.00	3
03/12/2024	42	Receipt	Banked	1,020.85	0.00	759.15	0.00	0.00	1,780.00	4
11/04/2025	48	Receipt	Banked	1,031.57	11.75	758.94	8.74	0.00	1,811.00	5, 6
21/05/2025	51	Receipt	Banked	0.28	0.00	0.21	0.00	0.00	0.49	5
23/06/2025	54	Receipt	Banked	1,020.85	0.00	759.15	0.00	0.49	1,780.49	7
09/07/2025		Unalloc money allocation	Levy Posting	0.31	0.00	0.18	0.00	(0.49)	0.00	8
17/10/2025	61	Receipt	Banked	1,166.82	14.91	670.63	8.65	0.00	1,861.01	8, 9
08/01/2026	68	Receipt	Banked	1,171.57	12.43	673.39	7.21	0.00	1,864.60	8, 10, 11
23/03/2026	74	Receipt	Banked	1,158.35	0.00	672.10	0.00	0.00	1,830.45	12

Balance Sheet

As at 30/04/2026

The Owners - Strata Plan No. 10095

Leon Manor, 7 Wolseley Street, DRUMMOYNE NSW
2047

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(6,264.93)
Owners Equity--Admin	3,657.39
	(2,607.54)
Capital Works Fund	
Operating Surplus/Deficit--Capital Works	9,808.05
Owners Equity--Capital Works	43,618.09
	53,426.14
	\$50,818.60
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	(2,606.93)
	(2,606.93)
Capital Works Fund	
Cash at Bank--Capital Works	37,969.00
Investments--Capital Works	15,457.49
	53,426.49
Unallocated Money	
	0.00
<i>Total assets</i>	50,819.56
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	0.61
	0.61
Capital Works Fund	
Prepaid Levies--Capital Works	0.35
	0.35
Unallocated Money	
	0.00
<i>Total liabilities</i>	0.96
Net assets	\$50,818.60

Income & Expenditure Statement
for the financial year-to-date
01/06/2025 to 30/04/2026

The Owners - Strata Plan No. 10095

Leon Manor, 7 Wolseley Street, DRUMMOYNE NSW
 2047

Administrative Fund

Current period

01/06/2025-30/04/2026

Revenue

Interest on Arrears--Admin	28.55
Levies Due--Admin	20,850.30
Strata Inspection Fees	60.00
<i>Total revenue</i>	20,938.85

Less expenses

Admin--Accounting--Taxation Services	187.00
Admin--Agent--Additional Services	1,769.21
Admin--Agent--Additional Services Recovered	99.00
Admin--Agent--Disbursements	476.70
Admin--Agent--Management Fees--Standard	3,128.39
Admin--Agent--Reporting & Archives	476.70
Insurance--Premiums	6,412.34
Insurance--Valuation	242.00
Maint Bldg--Cleaning	1,966.80
Maint Bldg--Cleaning & Lawns	451.00
Maint Bldg--Cleaning & Lawns & Gardens	423.50
Maint Bldg--Cleaning--Carpet	484.00
Maint Bldg--Fire Protection	1,811.95
Maint Bldg--General Repairs	1,804.00
Maint Bldg--Plumbing & Drainage	495.00
Maint Grounds--Garden Maintenance	5,542.50
Trade/Govt Compliance	145.92
Utility--Electricity	246.57
Utility--Water Usage	1,041.20
<i>Total expenses</i>	27,203.78

Surplus/Deficit

(6,264.93)

Opening balance 3,657.39

Closing balance

-\$2,607.54

Capital Works Fund**Current period**

01/06/2025-30/04/2026

Revenue

Interest on Arrears--Capital Works	16.56
Interest on Investments--Capital Works	457.49
Levies Due--Capital Works	12,097.80
<i>Total revenue</i>	<u>12,571.85</u>

Less expenses

Admin--Income Tax--Capital Works	13.80
Maint Bldg--General Replacement	2,365.00
Maint Bldg--WH&S Repairs	385.00
<i>Total expenses</i>	<u>2,763.80</u>

Surplus/Deficit9,808.05

Opening balance

43,618.09

Closing balance\$53,426.14

Income & Expenditure Statement for the financial year to 31/05/2025

The Owners - Strata Plan No. 10095

Leon Manor, 7 Wolseley Street, DRUMMOYNE NSW
2047

Administrative Fund

	Current period	Annual budget	Previous year
	01/06/2024-31/05/2025	01/06/2024-31/05/2025	01/06/2023-31/05/2024
Revenue			
Interest on Arrears--Admin	11.75	0.00	42.58
Levies Due--Admin	24,500.40	24,500.00	20,113.20
Recovery--Additional Services	0.00	0.00	941.00
Recovery--Other	0.00	0.00	669.00
Recovery--Owner	729.00	0.00	0.00
Transfer from Capital Works Fund	0.00	0.00	14,300.00
<i>Total revenue</i>	25,241.15	24,500.00	36,065.78
Less expenses			
Admin--Accounting--Taxation Services	187.00	187.00	185.00
Admin--Agent--Additional Services	2,216.55	2,000.00	1,931.60
Admin--Agent--Additional Services Recovered	630.00	0.00	724.00
Admin--Agent--Disbursements	496.00	488.00	328.00
Admin--Agent--Management Fees--Standard	3,255.04	3,203.00	2,152.50
Admin--Agent--Reporting & Archives	496.00	488.00	328.00
Admin--Legal & By-law Fees	0.00	0.00	1,285.00
Admin--Other Expenses--Admin	0.00	0.00	74.75
Insurance--Excesses	0.00	2,000.00	0.00
Insurance--Premiums	5,985.52	8,600.00	390.50
Insurance--Valuation	0.00	242.00	330.00
Maint Bldg--Cleaning	3,217.50	3,300.00	2,127.40
Maint Bldg--Fire Protection	2,428.45	1,400.00	1,390.45
Maint Bldg--Garage Doors/Automatic gates	484.00	0.00	0.00
Maint Bldg--General Repairs	1,512.00	1,000.00	270.00
Maint Bldg--Plumbing & Drainage	1,155.00	0.00	0.00
Maint Grounds--Garden Maintenance	4,620.00	4,000.00	1,386.00
Maint Grounds--Tree Lopping/Removal	0.00	0.00	990.00
Trade/Govt Compliance	145.95	140.00	136.97
Utility--Electricity	204.18	550.00	268.71
Utility--Water Usage	1,212.18	1,800.00	822.36
<i>Total expenses</i>	28,245.37	29,398.00	15,121.24
Surplus/Deficit	(3,004.22)	(4,898.00)	20,944.54

Administrative Fund

	Current period 01/06/2024-31/05/2025	Annual budget 01/06/2024-31/05/2025	Previous year 01/06/2023-31/05/2024
Opening balance	6,661.61	6,661.61	(14,282.93)
Closing balance	\$3,657.39	\$1,763.61	\$6,661.61

Capital Works Fund

	Current period	Annual budget	Previous year
	01/06/2024-31/05/2025	01/06/2024-31/05/2025	01/06/2023-31/05/2024
Revenue			
Interest on Arrears--Capital Works	8.74	0.00	29.39
Levies Due--Capital Works	18,219.60	18,219.00	13,876.20
<i>Total revenue</i>	18,228.34	18,219.00	13,905.59
Less expenses			
Admin--Transfer to Admin Fund	0.00	0.00	14,300.00
Maint Bldg--Capital Works Fund/WH&S Reports	0.00	0.00	301.00
Maint Bldg--Electrical	0.00	0.00	419.10
Maint Bldg--Fire Protection	1,996.50	1,000.00	726.00
Maint Bldg--General Replacement	12,180.30	5,000.00	5,236.00
Maint Bldg--Roof	0.00	0.00	6,644.00
Maint Grounds--Tree lopping/Removal	990.00	0.00	0.00
<i>Total expenses</i>	15,166.80	6,000.00	27,626.10
Surplus/Deficit	3,061.54	12,219.00	(13,720.51)
Opening balance	40,556.55	40,556.55	54,277.06
Closing balance	\$43,618.09	\$52,775.55	\$40,556.55

Residential Strata Insurance Certificate of Currency



Policy Number: P-028882

Certificate Date 13 August, 2025

Insurer XL Insurance Company SE (Australia Branch)
ABN: 36 083 570 441
UMR: B0334SC3342025688

Important Information

This certificate confirms that from the certificate date noted above, a Policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the Policy terms and conditions. This certificate is issued as a matter of information only and confers no rights on the certificate holder.

Period of Cover 15/08/2025 to 15/08/2026 at 4pm

Endorsement effective date 15/08/2025

Insured SP 10095

Interested Parties None

Situation 7 Wolseley Street, DRUMMOYNE, NSW, 2047

Section	Limit/Sum Insured
1. Insured Property	Insured
Building	\$3,710,000
Common Area Contents	Other
Sum Insured	\$37,100
Loss of Rent	\$556,500
Benefit Paint / Wall Paper	Insured
Floating Floorboards	Insured
Flood	Not Insured
Catastrophe Insurance	15%
2. Public or Legal Liability	Insured
Limit of Liability	\$20,000,000
3. Personal Accident	Insured
Death	\$200,000
Total Disablement (per week)	\$2,000
4. Fidelity Guarantee	Insured
Sum Insured	\$100,000
5. Machinery Breakdown	Insured
Sum Insured	\$100,000
6. Office Bearers Legal Liability	Insured
Limit of Liability	\$500,000

Residential Strata Insurance Certificate of Currency



Policy Number: P-028882

7. Government Audit and Related Covers	Insured
Audit Fees	\$25,000
Legal Defence Expenses	\$50,000
Appeal Expenses	\$100,000
Lot Owners Fixtures and Improvements	Insured
Sum Insured	\$300,000
Conditions	As Per Quotation, Policy Wording and Endorsements

Residential Strata Insurance Certificate of Currency



Policy Number: P-028882

Certificate Date 07 August, 2025

Insurer XL Insurance Company SE (Australia Branch)
ABN: 36 083 570 441
UMR: B0334SC3342025688

Important Information

This certificate confirms that from the certificate date noted above, a Policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the Policy terms and conditions. This certificate is issued as a matter of information only and confers no rights on the certificate holder.

Period of Cover 15/08/2025 to 15/08/2026 at 4pm

Insured SP 10095

Interested Parties None

Situation 7 Wolseley Street, DRUMMOYNE, NSW, 2047

Section	Limit/Sum Insured
1. Insured Property	Insured
Building	\$3,633,000
Common Area Contents	Other
Sum Insured	\$36,330
Loss of Rent	\$544,950
Benefit Paint / Wall Paper	Insured
Floating Floorboards	Insured
Flood	Not Insured
Catastrophe Insurance	15%
2. Public or Legal Liability	Insured
Limit of Liability	\$20,000,000
3. Personal Accident	Insured
Death	\$200,000
Total Disablement (per week)	\$2,000
4. Fidelity Guarantee	Insured
Sum Insured	\$100,000
5. Machinery Breakdown	Insured
Sum Insured	\$100,000
6. Office Bearers Legal Liability	Insured
Limit of Liability	\$500,000
7. Government Audit and Related Covers	Insured

Residential Strata Insurance Certificate of Currency



Policy Number: P-028882

Audit Fees	\$25,000
Legal Defence Expenses	\$50,000
Appeal Expenses	\$100,000
Lot Owners Fixtures and Improvements	Insured
Sum Insured	\$300,000
Conditions	As Per Quotation, Policy Wording and Endorsements



Blueprint Property Pty. Limited
ABN: 56 638 278 818
PO Box 2575
North Parramatta NSW 1750
Telephone: 9890 4005
jeff@blueprintproperty.com.au



Valuation Report

Property	Strata Plan 10095, 7 Woseley Street, Drummoyne NSW 2047.
Instructed By	Conti Strata, 397 Lyons Road Five Dock NSW 2046. PO Box 443 Concord NSW 2137. Ref: Antonella Biasi Telephone: 9716 8686 Email: antonella.b@contistrata.com.au
Date of Inspection	10 August 2025
Date of Valuation	10 August 2025
Valuation For	The Owners – Strata Plan 10095, C/- Conti Strata, PO Box 443 Concord NSW 2137.

This report is not to be relied upon by any other person or for any other purpose. We accept no liability to third parties nor do we contemplate that third parties will rely upon this report. We invite other parties who may come into possession of this report to seek our written consent to them relying on this report. We reserve our right to withhold consent or to review the contents of this report in the event that our consent is sought.

Purpose	In accordance with instructions received and the requirements of Part 9-Insurance of the Strata Schemes Management Act, 2015, we have valued the buildings and site improvements at the subject property on the basis of Reinstatement with New Value for insurance purposes.
Valuation	Having regard to the assumptions and disclaimers referred to in the following report we are of the opinion that the re-instatement value for Insurance Purposes of Strata Plan 10095 as at August 2025 is:

Three Million Seven Hundred and Ten Thousand Dollars
(\$3,710,000)

Jeffrey Younis JP BCom (Land Ec.) B Env Plan AAPI
Certified Practising Valuer
AAPI No. 68868

Liability limited by a scheme approved under Professional Standards Legislation

Ref: Drummoyne, 7 Woseley Street (SP10095)

1 Methodology

1.1 Instructions

We acknowledge your instructions to prepare an Insurance Valuation of the subject strata plan in accordance with the requirements of Part 9 - Insurance of the Strata Schemes Management Act, 2015.

For the purposes of section 161 of the Act, the manner of calculating the amount to which the liability of an insurer may be limited under, a damage policy is to add together the following amounts:

- (a) the building is to be insured for at least the amount determined in accordance with the regulations,
- (b) if the building is destroyed, the building is to be rebuilt or replaced so that the condition of every part of the rebuilt or replacement building is not worse or less extensive than that part when new,
- (c) if the building is damaged but not destroyed, the damaged part of the building is to be repaired or restored so that the condition of the repaired or restored part is not worse or less extensive than that part when new,
- (d) expenses incurred in removing debris are payable,
- (e) the remuneration of architects and other persons whose services are necessary as an incident to the rebuilding, replacement, repair or restoration is payable.

Other insurances required by NSW Legislation and Section 164 of the Act are advised as follows:

1. Public Liability Insurance – Minimum \$20,000,000
2. Insurance in respect of any occurrence against which it is required by law to insure, including any insurance required by the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* to be taken out,
3. insurance in respect of damage to property, death or bodily injury for which the owners corporation could become liable in damages,
4. insurance against the possibility of the owners becoming jointly liable because of a claim arising in respect of any other occurrence against which the owners corporation, in accordance with a special resolution, decides to insure,
5. insurance against any damages for which the owners corporation could become liable because, without fee or reward or any expectation of fee or reward, a person acting on behalf of the owners corporation does work in a building or on the common property in the strata scheme,
6. insurance of any other class prescribed by the regulations for the purposes of this subsection

This valuation is made on the basis of a total loss situation occurring on the last day of the insurance policy.

Instructions (Continued)

We suggest that the Strata Manger of the subject strata plan discuss this methodology with their broker or insurer and contact the valuer should there be any additional requirements.

This valuation has been prepared on the basis that full disclosure of all information and facts, which may affect the valuation, has been made to us. We do not accept any liability or responsibility whatsoever for the valuation if full disclosure has not been made. Furthermore, we do not accept responsibility for any consequential error or defect in the valuation, which has resulted from any error, omission or inaccuracy in date or information supplied by the client or client's agent.

1.2 *Building Definition*

The Strata Schemes Management Act States; **Section 161 Requirements for damage policy -**

(3) The parts of a building to be covered by a damage policy include the following:

- (a) owners' improvements and owners' fixtures forming part of the building,
- (b) a building consisting entirely of common property,
- (c) anything prescribed by the regulations as forming part of a building for the purposes of this section.

(4) The following parts of a building are not required to be covered by a damage policy:

- (a) fixtures removable by a tenant at the expiration of a tenancy,
- (b) owners' improvements and fixtures comprising paint, wallpaper and temporary wall, floor and ceiling coverings,
- (c) anything prescribed by the regulations as not forming part of a building for the purposes of this section.

1.3 *Reinstatement with New Value*

Reinstatement with New Value has been determined as at the date of the valuation to allow for replacement by similar property, in a condition equal to but not better, nor more extensive, than its condition when new.

If the valuation date differs substantially from the policy commencement date an adjustment to the value may be necessary.

The estimates of replacement cost are based upon the erection of buildings of similar design to replace the current gross floor area of the existing improvements. It is emphasised that the valuer is not a quantity surveyor and our estimate of construction costs is based on authoritative publication sources. The estimate of replacement cost is not a market valuation of the property or its improvements and must not be relied upon as such.

1.4 Professional Fees

Professional fees include but not limited to the costs associated with architects, surveyors, consulting engineers and project managers.

1.5 Demolition and Removal of Building Debris

Demolition and Removal of Building Debris is the estimated cost of removal, storage and disposal of building debris and the demolition, dismantling, shoring up, propping and underpinning consequent upon damage to the property. It does not include the removal of contents' debris nor does it include any allowances for the possible removal of hazardous materials if present.

1.6 Estimated Limit of Liability

In accordance with Clause 39 of The Strata Schemes Management Regulations, 2016 and pursuant to the Strata Schemes Management Act, 2015, an allowance is made for the estimated amount by which construction costs, demolition and removal of debris costs and professionals fees may increase during a period of 24 months following the date of commencement of the damage policy.

This allowance is made for any increases in associated re-development costs during the period between policy renewal dates and re-development of the property.

This assessment makes due allowance for total destruction as a localised event and does not allow for increased construction costs frequently associated with regional disaster. Various companies offer Catastrophe Insurance as a policy extension.

1.7 Construction Cost Guides

We advise that we have relied on Rawlinsons Construction Handbook in relation to construction costs, fees and other estimates. This is updated quarterly and is produced by Rawlinsons Cost Consultants and Quantity Surveyors. The text is used by those involved in the various disciplines of the construction industry and in respect of construction costs for this reason we rely on Rawlinsons. Our assessment must be premised on the basis that the client accepts Rawlinsons as the basis of the building cost investigation source to determine various building rates (on a square metre basis).

This report should not be relied on if the client fails to accept that building rates must come from a source and that the valuer in this instance has used Rawlinsons. Whilst the valuer believes in the use of this source, the valuer cannot accept any responsibility in errors from the source provider. This is not a structural survey nor is it a quantitative survey.

2 Property Details

We have undertaken an external inspection of the building and improvements.

Erected upon the land, is a two (2) storey brick residential home unit development, (Circa 1975), comprising six (6) dwellings, set over ground level garages.

The construction of the building is summarised as follows:

<i>Footings</i>	Reinforced concrete
<i>Floors</i>	Reinforced concrete
<i>External Walls</i>	Face brick
<i>Roof</i>	Concrete tiled
<i>Internal Walls</i>	Cement rendered and painted
<i>Ceilings</i>	Plaster set and painted
<i>Balconies</i>	Reinforced concrete with glass and aluminium balustrades
<i>Window Frames</i>	Aluminium
<i>Vehicle Accommodation</i>	Lock up garages

Site improvements comprise landscaped gardens, a concrete driveway, concrete pathway, external lighting and timber fencing.

Our research indicates that the improvements are generally of a medium standard of finish. There may be variance in the internal level of finish, attributable to internal renovations undertaken in certain dwellings.



(View of Building)



(View of Building)

3 Recommended Insurance Value

Reinstatement With New Value as at August 2025				<u>\$2,566,410</u>
Professional Fees =	15.40%	\$395,227		
Demolition & Debris Removal =	11.00%	\$282,305		\$677,532
				\$3,243,942
Cost Escalation in the lapse period between Policy Renewal Dates & Re-development Time				
24 months @ .6% / month =		14.4%		\$467,128
Insured Value				\$3,711,070
			But Say	\$3,710,000
Optional Cover				
<i>Add</i>				
Emergency Accommodation/Loss of Rent		\$556,500		
Building Catastrophe/Escalation in Costs at 15%		\$556,500		
or				
Building Catastrophe/Escalation in Costs at 30%		\$1,113,000		

Notes:

1. The above assessment is inclusive of GST.
2. The above does not make an allowance for common contents. Any common contents of the Owners Corporation must be appropriately insured.
3. The above allowance for Emergency Accommodation/Loss of Rent is up to a maximum of 15% of the Insured Value.
4. The above allowance for Building Catastrophe/Escalation in Costs is up to a maximum of 30% of the Insured Value.
5. The above assumes that the insurance policy includes Lot owners' fixtures and improvements (per lot) Sum Insured: \$250,000.

MINUTES OF THE ANNUAL GENERAL MEETING HELD VIA VIDEOCONFERENCE FROM 397 LYONS ROAD, FIVE DOCK ON TUESDAY, 8TH JULY 2025 AT 5.30PM.

THE OWNERS – STRATA PLAN 10095

ADDRESS OF STRATA SCHEME: LEON MANOR, 7 WOLSELEY STREET, DRUMMOYNE

PRELIMINARIES

OWNERS PRESENT <i>(*unfinancial)</i>	Owners representing lots 1, 2 & 6.
OTHER ATTENDEES	Daniela Bacchetto on behalf of Conti Strata, Managing Agents.
APOLOGIES	Lydia Kav.
CHAIRPERSON	Daniela Bacchetto.
QUORUM	The Chairperson declared that a quorum had been reached and this was maintained throughout the meeting.

MINUTES

RESOLVED that the minutes of the previous general meeting be confirmed as a true and accurate account.

ACCOUNTS

RESOLVED that the last financial statements and key financial information be adopted.

AUDITOR

RESOLVED that an auditor **NOT** be appointed to audit the following year's financial statements.

VALUATION

RESOLVED that a valuation for insurance purposes be carried out and that Conti Strata be instructed to amend the minimum building sum insured to reflect the valuation, excluding optional extras.

CAPITAL WORKS PLAN

- a) The current Capital Works Fund Analysis report was reviewed and it was **RESOLVED** that no alterations be made.
- b) **MOTION DEFEATED.**

EXPENDITURE ESTIMATES & CONTRIBUTIONS

RESOLVED that the amounts detailed in the attached budget be adopted as the estimates of the amounts needed to be credited to the Administrative Fund and Capital Works Fund for the purposes of Section 79 of the Strata Schemes Management Act 2015.

It was further **RESOLVED** that the levies to the Administrative Fund and Capital Works Fund be determined in the following amounts, payable in advance by equal quarterly instalments on the last day of August 2025, November 2025, February 2026, May 2026 and quarterly thereafter unless re-determined by the Owners Corporation.

Summary	Admin Fund	Capital Works Fund
Proposed total levy income per annum	\$27,800.00	\$16,130.00
Resolved total levy income per annum	\$27,800.00	\$16,130.00

STRATA COMMITTEE ELECTION

Nominations were received and it was **RESOLVED** that the number of Strata Committee members shall be four. It was further **RESOLVED** that:

Anthony Cardato	of Unit 1,	nominated by	Anthony Cardato	of Unit 1
Nicholas Willebrands	of Unit 2,	nominated by	Paul Tyne	of Unit 6
Paul Tyne	of Unit 6,	nominated by	Nicholas Willebrands	of Unit 2
Vacant Position				

be declared duly elected until the next Annual General Meeting.

RESTRICTED MATTERS

RESOLVED that there is to be **NO** matter or type of matter that may only be determined by the Owners Corporation at a general meeting other than those already restricted under the Strata Schemes Management Act.

AGENT DISCLOSURE

RESOLVED that the agent disclosure report submitted by the Managing Agent be considered.

DEBT RECOVERY

The Owners Corporation **RESOLVED** pursuant to the Strata Schemes Management Act 2015 (when in effect and including section 103) and the Strata Schemes Management Act 1996 (including Section 80D) for the purpose of collecting levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do any one or more of the following:

- a) to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- b) to engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners Corporation;
- c) to allocate levy payments in the order of owner invoices/debt collection fees followed by interest followed by any other amount owing to the Owners Corporation;
- d) to issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- e) Enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
- f) Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and

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

ANNUAL FIRE SAFETY

- a) **RESOLVED** to engage an accredited practitioner in fire safety to carry out inspections (and report) in order to prepare an annual Fire Safety Statement in accordance with Part 12 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021 as amended; and
- b) **RESOLVED** to submit any corrective actions report to the Strata Committee to determine what action is required, if any; and
- c) **RESOLVED** to instruct Conti Strata to perform the following functions pursuant to the Agency Agreement additional duties schedule:
- i) undertake the seeking of quotations and engagement of contractors;
 - ii) make the annual fire safety statement declaration on behalf of the Owners Corporation and affix the common seal to the statement in accordance with Section 273 of the Strata Schemes Management Act 2015; and
 - iii) if required, lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner.
- d) **RESOLVED** to acknowledge that Conti Strata's role is to administer the submission of the annual fire safety statement and that all declarations are made by the Owners Corporation being the owner of the building and indemnify Conti Strata in relation to any incorrect information provided to Conti Strata in respect thereof.

UTILITY AGREEMENTS

The Owners Corporation considered any agreements for the supply of utilities relevant to the scheme.

- Electricity supply *Origin Energy via Strata Energy Services – Expires 14/09/2025*

COMPLIANCE & SAFETY

- a) **MOTION DEFEATED.**
- b) The Owners Corporation acknowledged *Section 118 of the Strata Schemes Management Act 2015* and **RESOLVED** to authorise Conti Strata to engage a suitably qualified contractor to inspect and certify the **Window Safety Devices** and arrange appropriate repairs/replacements to ensure compliance.

SPECIAL BY-LAW: LIGHT ELECTRIC VEHICLES & LITHIUM BATTERIES

MOTION DEFEATED.

NOTES FROM MEETING REQUIRING ATTENTION

- Managing Agent to arrange pressure cleaning of the bricks and common areas to be carried out after the gutter flashing works are carried completed.
- Managing Agent to arrange a Strata Committee Meeting by voting paper to fill the vacant position on the Strata Committee.

CLOSURE

There being no further business, the meeting was declared closed at 6.30pm.

MINUTES OF THE STRATA COMMITTEE MEETING HELD VIA VIDEOCONFERENCE FROM 397 LYONS ROAD, FIVE DOCK ON TUESDAY, 8TH JULY 2025 AT 6.30PM.

THE OWNERS – STRATA PLAN 10095

ADDRESS OF STRATA SCHEME: LEON MANOR, 7 WOLSELEY STREET, DRUMMOYNE

PRELIMINARIES

MEMBERS PRESENT	Mr A Cordato, Mr N Willebrands, Mr P Tyne.
OTHER ATTENDEES	Daniela Bacchetto on behalf of Conti Strata, Managing Agents.
APOLOGIES	Nil.
CHAIRPERSON	Daniela Bacchetto.
QUORUM	The Chairperson declared that a quorum had been reached and this was maintained throughout the meeting.
CONFLICT OF INTEREST	The Strata Committee members confirmed that they have no conflict of interest of both a pecuniary and non-pecuniary nature relating to any motions being considered at this meeting and agreed to abstain from voting on any motions where they may have a conflict of interest.

MINUTES

RESOLVED that the minutes of the previous strata committee meeting be confirmed as a true and accurate account.

OFFICE BEARERS

- a) **RESOLVED** that the following office bearers' positions of the Strata Committee be appointed:
- | | |
|--|-----------------|
| Secretary & Authorised Representative: | Vacant Position |
| Chairperson & Substitute Representative: | Vacant Position |
| Treasurer: | Paul Tyne |
- b) The Owners Corporation acknowledged that the Managing Agent will submit the annual reporting to Strata Hub which, amongst other disclosures, includes the name, phone number and email address for the Secretary and Chairperson.

INVESTMENT ACCOUNT

RESOLVED that Conti Strata be authorised to **open** an investment account to deposit surplus monies from the Capital Works Fund with an opening balance of \$15,000.00 and increase on instruction from the Strata Committee.

NOTES FROM MEETING REQUIRING ATTENTION

- Managing Agent to arrange a Strata Committee Meeting by voting paper to fill the vacant office bearers on the Strata Committee.

CLOSURE

There being no further business, the meeting was declared closed at 6.40pm.



Approved Budget to apply from 01/06/2025

Conti & Co Pty Ltd
ABN 38 667 939 064
PO Box 443, Concord NSW 2137
P (02) 9716 8686
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The Owners - Strata Plan No. 10095

Leon Manor, 7 Wolseley Street, DRUMMOYNE NSW
2047

Administrative Fund

Approved
budget

Revenue

Levies Due--Admin	27,800.00
<i>Total revenue</i>	<u>27,800.00</u>

Less expenses

Admin--Accounting--Taxation Services	187.00
Admin--Agent--Additional Services	2,000.00
Admin--Agent--Disbursements	521.00
Admin--Agent--Management Fees--Standard	3,418.00
Admin--Agent--Reporting & Archives	521.00
Admin--Legal & By-law Fees	760.00
Insurance--Premiums	6,900.00
Insurance--Valuation	242.00
Maint Bldg--Cleaning	3,300.00
Maint Bldg--Fire Protection	2,450.00
Maint Bldg--General Repairs	1,000.00
Maint Grounds--Garden Maintenance	4,620.00
Trade/Govt Compliance	146.00
Utility--Electricity	300.00
Utility--Water Usage	1,350.00
<i>Total expenses</i>	<u>27,715.00</u>

Surplus/Deficit

85.00

Opening balance 3,657.39

Closing balance

\$3,742.39

Total units of entitlement 60

Levy contribution per unit entitlement \$463.33

Capital Works Fund**Approved
budget****Revenue**

Levies Due--Capital Works	16,130.00
<i>Total revenue</i>	<u>16,130.00</u>

Less expenses

Maint Bldg--Fire Protection	2,000.00
Maint Bldg--General Replacement	8,500.00
Maint Bldg--Gutters & Downpipes	10,000.00
<i>Total expenses</i>	<u>20,500.00</u>

Surplus/Deficit(4,370.00)

Opening balance 43,618.09

Closing balance\$39,248.09

Total units of entitlement 60

Levy contribution per unit entitlement \$268.83



Approved Levy Schedule to apply from 01/06/2025

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The Owners - Strata Plan No. 10095

Leon Manor, 7 Wolseley Street, DRUMMOYNE NSW
2047

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Capital Works Fund	Quarterly Total	Annual Total
1	1	10.00	1,158.35	672.10	1,830.45	7,321.80
2	2	10.00	1,158.35	672.10	1,830.45	7,321.80
3	3	10.00	1,158.35	672.10	1,830.45	7,321.80
4	4	10.00	1,158.35	672.10	1,830.45	7,321.80
5	5	10.00	1,158.35	672.10	1,830.45	7,321.80
6	6	10.00	1,158.35	672.10	1,830.45	7,321.80
		60.00	\$6,950.10	\$4,032.60	\$10,982.70	\$43,930.80

MINUTES OF THE ANNUAL GENERAL MEETING HELD VIA VIDEOCONFERENCE VIA THE OFFICES OF CONTI STRATA, 397 LYONS ROAD, FIVE DOCK ON TUESDAY, 16TH JULY 2024 AT 5.00PM.

THE OWNERS – STRATA PLAN 10095

ADDRESS OF STRATA SCHEME: LEON MANOR, 7 WOLSELEY STREET, DRUMMOYNE

PRELIMINARIES

OWNERS PRESENT	Owners representing lots 1, 2, 4 & 6.
OTHER ATTENDEES	Daniela Bacchetto on behalf of Conti Strata, Managing Agents.
APOLOGIES	Lydia Kav.
CHAIRPERSON	Daniela Bacchetto.
QUORUM	The Chairperson declared that a quorum had been reached and this was maintained throughout the meeting.

MINUTES

RESOLVED that the minutes of the previous general meeting be confirmed as a true and accurate account.

ACCOUNTS

RESOLVED that the last financial statements and key financial information be adopted.

AUDITOR

RESOLVED that an auditor **NOT** be appointed to audit the following year's financial statements.

INSURANCES

RESOLVED that the insurances effected by the Owners Corporation had already been extended to incorporate additional insurances referred to in Section 165(2) of the Strata Schemes Management Act 2015 and that no further extension be sought.

VALUATION

RESOLVED that a valuation for insurance purposes **NOT** be carried out for the ensuing year.

CAPITAL WORKS PLAN

- a) The current Capital Works Fund Analysis report was reviewed and it was **RESOLVED** that no alterations be made.
- b) **MOTION DEFEATED.**

TRANSFER OF SURPLUS

MOTION DEFEATED.

EXPENDITURE ESTIMATES & CONTRIBUTIONS

RESOLVED that the amounts detailed in the attached **AMENDED** budget be adopted as the estimates of the amounts needed to be credited to the Administrative Fund and Capital Works Fund for the purposes of Section 79 of the Strata Schemes Management Act 2015.

It was further **RESOLVED** that the levies to the Administrative Fund and Capital Works Fund be determined in the following amounts, payable in advance by equal quarterly instalments on the last day of August 2024, November 2024, February 2025, May 2025 and quarterly thereafter unless re-determined by the Owners Corporation.

<u>Summary</u>	<u>Admin Fund</u>	<u>Capital Works Fund</u>
Proposed total levy income per annum	\$14,300.00	\$18,219.00
Resolved total levy income per annum	\$24,500.00	\$18,219.00

STRATA COMMITTEE ELECTION

Nominations were received and it was **RESOLVED** that the number of Strata Committee members shall be four. It was further **RESOLVED** that:

Tony Cordato	of Unit 1,	self nominated		
Nicholas Willebrands	of Unit 2,	nominated by	Holli Hamlin	of Unit 2
Raquel Hughes	of Unit 4,	self nominated		
Paul Tyne	of Unit 6,	self nominated		

be declared duly elected until the next Annual General Meeting.

RESTRICTED MATTERS

RESOLVED that there is to be **NO** matter or type of matter that may only be determined by the Owners Corporation at a general meeting other than those already restricted under the Strata Schemes Management Act.

AGENT DISCLOSURE

RESOLVED that the agent disclosure report submitted by the Managing Agent be considered.

DEBT RECOVERY

The Owners Corporation **RESOLVED** pursuant to the Strata Schemes Management Act 2015 (when in effect and including section 103) and the Strata Schemes Management Act 1996 (including Section 80D) for the purpose of collecting levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do any one or more of the following:

- a) to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- b) to engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners Corporation;
- c) to allocate levy payments in the order of owner invoices/debt collection fees followed by interest followed by any other amount owing to the Owners Corporation;
- d) to issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;

- e) Enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
- f) Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- g) Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

ANNUAL FIRE SAFETY

- a) **RESOLVED** to engage an accredited practitioner in fire safety to carry out inspections (and report) in order to prepare an annual Fire Safety Statement in accordance with Part 12 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021 as amended; and
- b) **RESOLVED** to submit any corrective actions report to the Strata Committee to determine what action is required, if any; and
- c) **RESOLVED** to instruct Conti Strata to perform the following functions pursuant to the Agency Agreement additional duties schedule:
 - i) undertake the seeking of quotations and engagement of contractors;
 - ii) make the annual fire safety statement declaration on behalf of the Owners Corporation and affix the common seal to the statement in accordance with Section 273 of the Strata Schemes Management Act 2015; and
 - iii) if required, lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner.
- d) **RESOLVED** to acknowledge that Conti Strata's role is to administer the submission of the annual fire safety statement and that all declarations are made by the Owners Corporation being the owner of the building and indemnify Conti Strata in relation to any incorrect information provided to Conti Strata in respect thereof.

UTILITY AGREEMENTS

The Owners Corporation considered any agreements for the supply of utilities relevant to the scheme.

- Electricity supply *Origin Energy via Strata Energy Services – Expires 14/09/2025*

COMPLIANCE & SAFETY

- a) **MOTION DEFEATED.**
- b) The Owners Corporation acknowledged *Section 118 of the Strata Schemes Management Act 2015* and **RESOLVED** that the installation/certification of window safety devices had been carried out since the introduction of the legislation and therefore no further action is required at this stage.

SPECIAL BY-LAW: LOT 2 MAJOR RENOAVTIONS

- a) Subject to the by-law in the succeeding motion being approved, that The Owners – Strata Plan No. 10095 **SPECIALLY RESOLVED** pursuant to section 108 of the Strata Schemes Management Act, 2015 for the purpose of improving or enhancing the common property to specifically authorise the Works carried out by the owner of lot 2 to lot and common property on the terms and in the manner as set out in the by-law for '**LOT 2 MAJOR RENOVATIONS**' (Annexure A).

- b) Subject to the preceding motion being approved The Owners – Strata Plan No. 10095 **SPECIALLY RESOLVED** pursuant to sections 141 & 143 of the Strata Schemes Management Act, 2015 to make a by-law in the terms set out for '**LOT 2 MAJOR RENOVATIONS**' (Annexure A).

NOTES FROM MEETING REQUIRING ATTENTION

- Managing Agent to issue work order to an electrician to repair the internal common area light outside unit 4 near the common area window.
- Managing Agent to source a quotation to repair the uneven steps leading to the clothesline, the quotation request is to include the cost of removing the steps, cutting the tree root and relaying the steps.

CLOSURE

There being no further business, the meeting was declared closed at 6.05pm.

MINUTES OF THE STRATA COMMITTEE MEETING HELD VIA VIDEOCONFERENCE FROM THE OFFICES OF CONTI PROPERTY GROUP, 397 LYONS ROAD, FIVE DOCK ON TUESDAY, 16TH JULY 2024 AT 6.05PM.

THE OWNERS – STRATA PLAN 10095

ADDRESS OF STRATA SCHEME: LEON MANOR, 7 WOLSELEY STREET, DRUMMOYNE

PRELIMINARIES

MEMBERS PRESENT	Tony Cordato, Nicholas Willebrands, Raquel Hughes, Paul Tyne.
OTHER ATTENDEES	Daniela Bacchetto on behalf of Conti Strata, Managing Agents.
APOLOGIES	Nil.
CHAIRPERSON	Daniela Bacchetto.
QUORUM	The Chairperson declared that a quorum had been reached and this was maintained throughout the meeting.
CONFLICT OF INTEREST	The Strata Committee members confirmed that they have no conflict of interest of both a pecuniary and non-pecuniary nature relating to any motions being considered at this meeting and agreed to abstain from voting on any motions where they may have a conflict of interest.

MINUTES

RESOLVED that the minutes of the previous strata committee meeting be confirmed as a true and accurate account.

OFFICE BEARERS

- a) **RESOLVED** that the following office bearers' positions of the Strata Committee be appointed:
- | | |
|--|---------------|
| Secretary & Authorised Representative: | Raquel Hughes |
| Chairperson & Substitute Representative: | Raquel Hughes |
| Treasurer: | Paul Tyne |
- b) The Owners Corporation acknowledged that the Managing Agent will submit the annual reporting to Strata Hub which, amongst other disclosures, includes the name, phone number and email address for the Secretary and Chairperson.

CLOSURE

There being no further business, the meeting was declared closed at 6.10pm.

1. Introduction

This special by-law is made pursuant to common the *Strata Schemes Management Act 2015*, in respect of the works the owner proposes to carry out upon the lot and the common property.

2. Definitions

In this by-law:

"common property" means the common property in Strata Plan 10095

"lot" means lot 2 in Strata Plan No. 10095

"owner" means the owner for the time being of the lot (being the current owner and all successors in title)

"owners corporation" means 'The Owners - Strata Plan No. 10095

"works" means the alterations and additions to the lot and the adjacent common property consisting of:

- Stripping out the bathroom including floor and wall tiles, hob in shower, bath, and vanity
- Stripping out the toilet room including floor tiles and toilet bowl
- Stripping out the laundry room including removing door and tub
- Remove laundry walls and instill structural beam as per engineering specifications
- Install new laundry wall cabinetry
- Remove and replace carpet where necessary (only if necessary, as plan is to keep as much original as possible)
- Remove and replace laminate floors (only if necessary, as plan is to keep as much original as possible)
- Remove and replace bedroom wardrobes
- Reconfiguring existing or upgrading when required plumbing and electricals to Australian Standards
- Tiling the floor and walls of the bathrooms/laundry, after applying a waterproof membrane
- Install new bathroom exhaust fan
- Installing new fixtures, fittings, appliances and light fittings to the bathrooms and laundry

As are more fully described on the Plans attached.

3. Works Authorisation, Special Privileges & Exclusive Use Rights

The owners corporation:

- (a) authorises the works,
- (b) confers on the owner a special privilege to carry out the works to and on the common property and to permit the works to remain on that common property, and
- (c) grants the owner the exclusive use and enjoyment of those parts of the common property occupied by the works,

upon and subject to the conditions set out in this by-law.

4. The Conditions

4.1. Before commencing the Works

- (a) Insurance Certificate

Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the works which must include evidence of public liability cover of not less than \$20,000,000 in respect of any claim and which must note the interest of the owners corporation and a certificate of insurance evidencing any Home Building Compensation Fund insurance for the works that is required under and complies with the *Home Building Act 1989*.

(b) Costs of this By-Law

Before commencing the works, the owner must pay all reasonable costs of the owners corporation incurred in connection with the preparation, review, 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 those costs are paid by the owner.

5. During the Works

(a) Quality of the Works

The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

(b) Licensed Contractors

All contractors engaged in carrying out the works must be appropriately qualified and licensed under the *Home Building Act 1989*.

(c) Specifications for the Works

The owner must ensure that the works are carried out and completed in accordance with the quote and specifications for them. In all other respects, but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. And in the event of a conflict, the Building Code of Australia shall apply.

(d) Time for Completion of the Works

The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.

(e) Work Hours

The owner must ensure that the works are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am - 5.00pm on Monday-Friday.

(f) Noise and Disturbance

The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

(g) Location of the Works

The works must be carried out entirely on the lot and the common property occupied by the works adjacent to the lot and must not encroach upon any other part of the common property or any other lot.

(h) Transportation of Construction Materials and Equipment

The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.

(i) Debris

The owner must ensure that any debris associated with the works is removed daily (if possible) and strictly in accordance with any reasonable directions given by the owners corporation.

(j) Protection of Building

The owner must protect the common property that is affected by the works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction materials, equipment and debris are transported over it.

(k) Daily Cleaning

The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.

(l) Storage of Building Materials on Common Property

The owner must make sure that no building materials are stored on the common property.

(m) Times for Operation of Noisy Equipment

The owner must make sure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.

(n) Vehicles

The owner must ensure that no contractor's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary.

(o) Right of Access

The owner must give the owners corporation's nominated representatives access to inspect the works within 48 hours of any request by the owners corporation.

(p) Cost of the Works

The owner must pay the cost of the works.

6. After completion of the Works

(a) Completion Notice

As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the works have been completed.

(b) Restoration of Common Property

As soon as practicable after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

7. Enduring Obligations

(a) Maintenance of the Works

The owner must, at the owner's own cost, properly maintain the works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works.

(b) Maintenance of the Common Property

The owner must, at the owner's own cost, properly maintain the common property occupied by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

(c) Repair of Damage

The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.

(d) Appearance of the Works

Except to the extent that this by-law may otherwise provide, the works must have an appearance which is in keeping with the appearance of the rest of the building.

(e) Indemnity

The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.

(f) Compliance with all Laws

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

8. Breach of this By-Law

- (a) If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:
- (i) rectify that breach,
 - (ii) enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 2015* for the purpose of rectifying that breach, and
 - (iii) recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.
- (b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.



Approved Budget to apply from 01/06/2024

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The Owners - Strata Plan No. 10095

Leon Manor, 7 Wolseley Street, DRUMMOYNE NSW
2047

Administrative Fund

Approved
budget

Revenue

Levies Due--Admin	24,500.00
<i>Total revenue</i>	<u>24,500.00</u>

Less expenses

Admin--Accounting Fee--Taxation Services	187.00
Admin--Agent--Additional Services Fees	2,000.00
Admin--Agent--Disbursement Fees	488.00
Admin--Agent--Management Fees--Standard	3,203.00
Admin--Agent--Reporting & Archive Fees	488.00
Insurance--Excesses	2,000.00
Insurance--Premiums	8,600.00
Insurance--Valuation	242.00
Maint Bldg--Cleaning	3,300.00
Maint Bldg--Fire Protection	1,400.00
Maint Bldg--General Repairs	1,000.00
Maint Grounds--Garden Maintenance	4,000.00
Trade/Govt Compliance	140.00
Utility--Electricity	550.00
Utility--Water Usage	1,800.00
<i>Total expenses</i>	<u>29,398.00</u>

Surplus/Deficit

(4,898.00)

Opening balance 6,661.61

Closing balance

\$1,763.61

Total units of entitlement 60
Levy contribution per unit entitlement \$408.33

Capital Works Fund

**Approved
budget**

Revenue

Levies Due--Capital Works	18,219.00
<i>Total revenue</i>	<u>18,219.00</u>

Less expenses

Maint Bldg--Fire Protection	1,000.00
Maint Bldg--General Replacement	5,000.00
<i>Total expenses</i>	<u>6,000.00</u>

Surplus/Deficit

12,219.00

Opening balance 40,556.55

Closing balance

\$52,775.55

Total units of entitlement 60
Levy contribution per unit entitlement \$303.65



Approved Levy Schedule to apply from 01/06/2024

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The Owners - Strata Plan No. 10095

Leon Manor, 7 Wolseley Street, DRUMMOYNE NSW
2047

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Capital Works Fund	Quarterly Total	Annual Total
1	1	10.00	1,020.85	759.15	1,780.00	7,120.00
2	2	10.00	1,020.85	759.15	1,780.00	7,120.00
3	3	10.00	1,020.85	759.15	1,780.00	7,120.00
4	4	10.00	1,020.85	759.15	1,780.00	7,120.00
5	5	10.00	1,020.85	759.15	1,780.00	7,120.00
6	6	10.00	1,020.85	759.15	1,780.00	7,120.00
		60.00	\$6,125.10	\$4,554.90	\$10,680.00	\$42,720.00

8 November 2023

The Owners – Strata Plan 10095
Leon Manor
7 Wolseley Street,
DRUMMOYNE NSW 2047

Dear Owners,

RE: STRATA PLAN 10095 - MINUTES OF THE ANNUAL GENERAL MEETING

Please find enclosed the minutes of the recent Annual General Meeting.

At the Annual General Meeting the Owners Corporation specially resolved to register special by-laws 2, 3 and 4. In brief, these by-laws are for the following:

- Special By-law 2 makes it easier for an owner to apply for minor renovations and grants the Strata Committee the authority to approve such work. This reduces the cost and time involved in considering applications for minor renovations. This does not apply to major/other works which require an independent special by-law for each renovation.
- Special By-law 3 is designed to empower the Owners Corporation to recover expenses that should not have been incurred. Such expenses include return callout fees for failure to provide access, damage fire services or other common property, convening meetings specifically for an owner's renovation application, etc. A full list can be found in the attached approved by-law in clause 3.1.
- Special By-law 4 ensures that the Owners Corporation isn't held responsible for the excess for a lot owner's claim under the strata insurance policy should the repair work not be carried out to common property (eg, lot owners' fixtures & fittings).

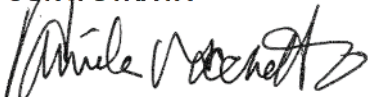
We trust that having now been informed of the addition to the by-laws all owners & occupiers will adhere to the changes along with complying with the existing by-laws.

If you are letting your property, we ask you forward a copy of the resolved by-law to your letting agent so that they can distribute the by-law to your tenants. The by-laws are designed to protect the lifestyle enjoyed by all residents in the strata scheme.

Your attention is appreciated.

Should you require any further information, please do not hesitate to contact the undersigned on 9716 8686 or at daniela.b@contistrata.com.au.

Yours faithfully,
CONTISTRATA



DANIELA BACCHETTO
SENIOR STRATA MANAGER

MINUTES OF THE ANNUAL GENERAL MEETING HELD VIA VIDEOCONFERENCE FROM THE OFFICES OF CONTI STRATA, 397 LYONS ROAD, FIVE DOCK ON TUESDAY, 7TH NOVEMBER 2023 AT 6.00PM.

THE OWNERS – STRATA PLAN 10095

ADDRESS OF STRATA SCHEME: LEON MANOR, 7 WOLSELEY STREET, DRUMMOYNE

PRELIMINARIES

OWNERS PRESENT <i>(*unfinancial)</i>	1, 2*, 4 & 6.
PRESENT BY PROXY	Lot 5 to Lydia Kav (POA)
OTHER ATTENDEES	Daniela Bacchetto on behalf of Conti Strata, Managing Agents and Lydia Kav.
APOLOGIES	Nil.
CHAIRPERSON	Daniela Bacchetto.
QUORUM	The Chairperson declared that a quorum had been reached and this was maintained throughout the meeting.

MINUTES

RESOLVED that the minutes of the previous general meeting be confirmed as a true and accurate account.

ACCOUNTS

RESOLVED that the last financial statements and key financial information be adopted.

AUDITOR

RESOLVED that an auditor **NOT** be appointed to audit the following year's financial statements.

INSURANCES

RESOLVED that the insurances effected by the Owners Corporation had already been extended to incorporate additional insurances referred to in Section 165(2) of the Strata Schemes Management Act 2015 and that no further extension be sought for now. The Owners Corporation will reconsider extending the additional insurances at next year's Annual General Meeting.

VALUATION

RESOLVED that a valuation for insurance purposes be carried out and that Conti Strata be instructed to amend the minimum building sum insured to reflect the valuation, excluding optional extras.

CAPITAL WORKS PLAN

- a) The current Capital Works Fund Analysis report was reviewed and it was **RESOLVED** that no alterations be made.
- b) **RESOLVED** to engage a suitably qualified consultant to review, carry out and/or assess the capital upgrade and maintenance requirements of the building for the next ten (10) years and prepare an updated Capital Works Fund Analysis report.

- c) **RESOLVED** to submit that report to the Strata Committee to determine what action is required, if any.

TRANSFER OF SURPLUS

RESOLVED that \$14,300.00 of the Capital Works Fund be transferred to the Administration Fund to extinguish the Administrative Fund deficit.

EXPENDITURE ESTIMATES & CONTRIBUTIONS

RESOLVED that the amounts detailed in the attached budget be adopted as the estimates of the amounts needed to be credited to the Administrative Fund and Capital Works Fund for the purposes of Section 79 of the Strata Schemes Management Act 2015.

It was further **RESOLVED** that the levies to the Administrative Fund and Capital Works Fund be determined in the amounts of \$24,500.00 and \$18,219.00 respectively, payable in advance by quarterly instalments as detailed below on the last day of August 2023, November 2023, February 2024, May 2024 and quarterly thereafter unless re-determined by the Owners Corporation.

Instalment	Due date	Admin Fund	Capital Works Fund
Instalment 1 (already levied)	1 August 2023	\$4,386.90	\$4,343.40
Instalment 2	30 November 2023	\$6,704.37	\$4,625.20
Instalment 3	29 February 2024	\$6,704.37	\$4,625.20
Instalment 4	31 May 2024	\$6,704.36	\$4,625.20
Total as per budget		\$24,500.00	\$18,219.00

STRATA HUB DISCLOSURES

- a) **RESOLVED** that the Owners Corporation authorise Conti Strata to comply with the Owners Corporation's obligations under the Strata Schemes Management Amendment (Information) Regulation 2021 this year and on an ongoing basis and to charge in accordance with the terms of its agency agreement.
- b) **RESOLVED** that the Owners Corporation nominate Conti Strata's emergency after-hour service as the emergency contact for the strata scheme.
- c) The Owners Corporation acknowledged that amongst other disclosures, the name, phone number and email address for the Secretary and Chairperson are required to be disclosed.

STRATA COMMITTEE ELECTION

Nominations were received and it was **RESOLVED** that the number of Strata Committee members shall be four. It was further **RESOLVED** that:

Anthony Cordato	of Unit 1,	self nominated
Raquel Hughes	of Unit 4,	self nominated
Paul Tyne	of Unit 6,	self nominated
Vacant Position		

be declared duly elected until the next Annual General Meeting.

RESTRICTED MATTERS

RESOLVED that there is to be **NO** matter or type of matter that may only be determined by the Owners Corporation at a general meeting other than those already restricted under the Strata Schemes Management Act.

AGENT DISCLOSURE

RESOLVED that the agent disclosure report submitted by the Managing Agent be considered.

DEBT RECOVERY

The Owners Corporation **RESOLVED** pursuant to the Strata Schemes Management Act 2015 (when in effect and including section 103) and the Strata Schemes Management Act 1996 (including Section 80D) for the purpose of collecting levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do any one or more of the following:

- a) to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- b) to engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners Corporation;
- c) to allocate levy payments in the order of owner invoices/debt collection fees followed by interest followed by any other amount owing to the Owners Corporation;
- d) to issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- e) Enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
- f) Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- g) Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

ANNUAL FIRE SAFETY

- a) **RESOLVED** to engage an accredited practitioner in fire safety to carry out inspections (and report) in order to prepare an annual Fire Safety Statement in accordance with Part 12 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021 as amended; and
- b) **RESOLVED** to submit any corrective actions report to the Strata Committee to determine what action is required, if any; and
- c) **RESOLVED** to instruct Conti Strata to perform the following functions pursuant to the Agency Agreement additional duties schedule:
 - i) undertake the seeking of quotations and engagement of contractors;
 - ii) make the annual fire safety statement declaration on behalf of the Owners Corporation and affix the common seal to the statement in accordance with Section 273 of the Strata Schemes Management Act 2015; and
 - iii) if required, lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner.
- d) **RESOLVED** to acknowledge that Conti Strata's role is to administer the submission of the annual fire safety statement and that all declarations are made by the Owners Corporation being the owner of the building and indemnify Conti Strata in relation to any incorrect information provided to Conti Strata in respect thereof.

UTILITY AGREEMENTS

The Owners Corporation considered any agreements for the supply of utilities relevant to the scheme.

- Electricity supply

COMPLIANCE & SAFETY

- a) **MOTION DEFEATED.**
- b) The Owners Corporation acknowledged *Section 118 of the Strata Schemes Management Act 2015* and **RESOLVED** that the installation/certification of window safety devices had been carried out since the introduction of the legislation and therefore no further action is required at this stage.
- c) **MOTION WITHDRAWN**, it is noted that an Asbestos Survey Report has already been prepared, the Strata Committee will provide a copy.

INSURANCE STANDING DIRECTION

The Owners Corporation **RESOLVED** and reaffirmed to give Conti & Co Pty Ltd trading as Conti Strata a standing direction, in the absence of clear instruction from the Strata Committee at the time of renewal, to:

- a) Automatically renew/move insurance and increase the limits of cover of the insurance according to the suggestion made by the broker and/or insurer. It is noted that an insurer may suggest new levels of cover on renewal using data based on the Building Price Index and other independent sources where a valuation is not obtained; and
- b) Automatically renew all insurance and increase the limits of cover on the basis of a professional valuation of the building where it has been resolved to obtain an insurance valuation.

PRE-MEETING ELECTRONIC VOTING

RESOLVED that the Owners Corporation adopt pre-meeting electronic voting on matters before a meeting of the Owners Corporation or the Strata Committee.

OTHER MEANS OF VOTING

RESOLVED that the Owners Corporation adopt voting by means of teleconference, video-conferencing, email or other electronic means while participating in a meeting from a remote location on matters put to a meeting of the Owners Corporation or the Strata Committee.

SPECIAL BY-LAW 2: MINOR RENOVATION WORKS

The Owners Corporation **SPECIALLY RESOLVED** pursuant to sections 110 & 141 of the Strata Schemes Management Act 2015 that the by-laws of the strata scheme be amended by the addition of the attached draft Special By-law for '**MINOR RENOVATION WORKS**' (Annexure A).

SPECIAL BY-LAW 3: RECOVERY OF EXPENSES

The Owners Corporation **SPECIALLY RESOLVED** pursuant to section 141 of the Strata Schemes Management Act 2015 that the by-laws of the strata scheme be amended by the addition of the attached draft Special By-law for '**RECOVERY OF EXPENSES**' (Annexure B).

SPECIAL BY-LAW 4: INSURANCE EXCESS RECOVERY

The Owners Corporation **SPECIALLY RESOLVED** pursuant to section 141 of the Strata Schemes Management Act 2015 that the by-laws of the strata scheme be amended by the addition of the attached draft Special By-law for '**INSURANCE EXCESS RECOVERY**' (Annexure C).

SPECIAL BY-LAW: WINDOW SAFETY DEVICES

MOTION DEFEATED.

SPECIAL BY-LAW 5: LOT 1 MAJOR RENOVATION WORKS

- a) Subject to the by-law in the succeeding motion being approved, that The Owners – Strata Plan No. 10095 specially resolves pursuant to section 108 of the Strata Schemes Management Act, 2015 for the purpose of improving or enhancing the common property to specifically authorise the Works carried out by the owner of lot 1 to lot and common property on the terms and in the manner as set out in the by-law for '**LOT 1 MAJOR RENOVATION WORKS**' (Annexure D).
- b) Subject to the preceding motion being approved The Owners – Strata Plan No. 10095 specially resolves pursuant to sections 141 & 143 of the Strata Schemes Management Act, 2015 to make a by-law in the terms set out for '**LOT 1 MAJOR RENOVATION WORKS**' (Annexure D).

NOTES FROM MEETING REQUIRING ATTENTION

- Managing Agent to notify SES that the Owners Corporation has agreed to enter the Origin Energy saving offer.
- Managing Agent to meet with Strata Committee members on Tuesday, 14th November at 7.00am for an informal onsite meeting.

CLOSURE

There being no further business, the meeting was declared closed at 7.35pm.

MINUTES OF THE STRATA COMMITTEE MEETING HELD VIA VIDEOCONFERENCE FROM THE OFFICES OF CONTI PROPERTY GROUP, 397 LYONS ROAD, FIVE DOCK ON TUESDAY, 7TH NOVEMBER 2023 AT 7.35PM.

THE OWNERS – STRATA PLAN 10095

ADDRESS OF STRATA SCHEME: LEON MANOR, 7 WOLSELEY STREET, DRUMMOYNE

PRELIMINARIES

MEMBERS PRESENT	Anthony Cordato, Raquel Hughes, Paul Tyne.
OTHER ATTENDEES	Daniela Bacchetto on behalf of Conti Strata, Managing Agents and owner representing unit 2.
APOLOGIES	Nil.
CHAIRPERSON	Daniela Bacchetto.
QUORUM	The Chairperson declared that a quorum had been reached and this was maintained throughout the meeting.
CONFLICT OF INTEREST	The Strata Committee members confirmed that they have no conflict of interest of both a pecuniary and non-pecuniary nature relating to any motions being considered at this meeting and agreed to abstain from voting on any motions where they may have a conflict of interest.

MINUTES

RESOLVED that the minutes of the previous strata committee meeting be confirmed as a true and accurate account.

OFFICE BEARERS

- a) **RESOLVED** that the following office bearers' positions of the Strata Committee be appointed:
- | | |
|--|---------------|
| Secretary & Authorised Representative: | Raquel Hughes |
| Chairperson & Substitute Representative: | Raquel Hughes |
| Treasurer: | Paul Tyne |
- b) The Owners Corporation acknowledged that the Managing Agent will submit the annual reporting to Strata Hub which, amongst other disclosures, includes the name, phone number and email address for the Secretary and Chairperson.

CLOSURE

There being no further business, the meeting was declared closed at 7.40pm.

ANNEXURE A

SPECIAL BY-LAW 2

MINOR RENOVATION WORKS

Operation of by-law

1. The Owner under this by-law is the owner or owners of lots 1-6.
2. In the event of an inconsistency between this by-law and any other by-law applicable to strata scheme 10095, the terms of this by-law shall prevail to the extent of that inconsistency.
3. The Owner has right to perform Minor Renovation Works and keep the Minor Renovation Works installed on the common property subject to the conditions set out in this by-law.
4. The rights and obligations conferred under this by-law are conferred jointly and severally.

Definitions

5. In this by-law, unless the context otherwise requires:
 - (a) **Act** means the *Strata Schemes Management Act, 2015*.
 - (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
 - (c) **Building** means the building situated at 7 Wolseley Street, Drummoyne.
 - (d) **Council** means City of Canada Bay Council.
 - (f) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) workers compensation insurance; and
 - (iii) insurance required under the *Home Building Act, 1989* (if any).
 - (g) **Lot** means lots 1-6 in strata scheme 10095.
 - (h) **Minor Renovation Works** means the Owner's works to the Lot and the common property to be carried out for and in connection with:
 - (i) renovating a kitchen;
 - (ii) changing or installing recessed light fittings;
 - (iii) installing or replacing wood or other hard floors;
 - (iv) installing or replacing wiring or cabling or power or access points;
 - (v) work involving reconfiguring walls (excluding common property and/or load bearing 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;
 - (xii) installing ceiling insulation;
 - (xiii) installing a ceiling fan;
 - (xiv) installing a dog door;
 - (xv) installing a garage door;
 - (xvi) installing a garage door motor; and
 - (xvii) any other worked prescribed by section 110 of the Act or regulation 28 of the Regulations as being minor renovation workstogether with:
 - (A) ancillary works to facilitate the works referred to above; and
 - (B) restoration of lot and common property (including the Lot) damaged by the works referred to above, and to be conducted strictly in accordance with the provisions of this by-law and any consents provided pursuant to this by-law.
 - (i) **Owner** means the owner or owners of the Lot.
 - (j) **Owners Corporation** means The Owners – Strata Plan No. 10095.
 - (k) **Plans** means the plans, documents, drawings and images for the Minor Renovation Works (if applicable).
 - (l) **Regulations** means the *Strata Schemes Management Regulation, 2016*.

6. In this by-law, unless the context otherwise requires:
 - (a) the singular includes the plural and vice versa;
 - (b) any gender includes the other gender;
 - (c) any terms in the by-law will have the same meaning as those defined in the Act;
 - (d) references to legislation include references to amending and replacing legislation;
 - (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
 - (f) references to any Minor Renovation Works under this by-law include ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

Conditions

7. Before the Works commence, the Owner must:
 - (a) provide a copy of the Plans to the Owners Corporation;
 - (b) obtain all necessary approvals from any Authority and provide a copy to the Owners Corporation;
 - (c) obtain the written approval for the location, type, size and make of the Minor Renovation Works from the Owners Corporation (such approval not to be unreasonably withheld) and the strata committee is hereby delegated the function of giving such approvals on behalf of the Owners;
 - (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight hours of any request from the Owners Corporation; and
 - (e) effect and maintain Insurance and provide a copy to the Owners Corporation (if requested by the Owners Corporation).
8. To be compliant under this by-law, the Minor Renovation Works (if approved) must:
 - (a) be in keeping with the appearance and amenity of the Building in the reasonably held opinion of the Owners Corporation;
 - (b) be manufactured and designed to specifications for domestic use;
 - (c) comply with the provisions of the Building Code of Australia and Australian Standards (where relevant);
 - (d) comply with the *Home Building Act, 1989* (where relevant); and
 - (e) comprise materials that are new and suitable for the purpose for which they are used.
9. To be compliant under this by-law, any air-conditioning works (if approved) must have a condenser unit (external) that:
 - (a) is installed unobtrusively on the balcony or courtyard part of the Lot (or as otherwise specified by the Owners Corporation);
 - (b) is not visible from street level;
 - (c) has all pipe work covered with steel piping in the same colour from time to time as the exterior walls of the Building or as otherwise reasonably directed by the Owners Corporation;
 - (d) has all hole and/or penetrations made in order to facilitate the installation adequately sealed and waterproofed; and
 - (e) does not exceed 65Db(A) or such other acceptable sound rating as may be specified by an Authority or the Owners Corporation from time to time.
10. While the Minor Renovation Works are in progress the Owner of the Lot must:
 - (a) use duly licensed employees, contractors or agents to conduct the Minor Renovation Works;
 - (b) ensure that the Minor Renovation Works are carried out utilising only highest quality materials which are fit for purpose and used in accordance with the manufacturer's directions;
 - (c) ensure the Minor Renovation Works are conducted in a proper and workmanlike manner and comply with the relevant building codes and standards;
 - (d) ensure that the Minor Renovation Works are carried out expeditiously and with a minimum of disruption;
 - (e) ensure that any electricity or other services required to operate the Minor Renovation Works are installed so that they are connected to the Lot's electricity or appropriate supply;
 - (f) only carry out the Minor Renovation Works at times reasonably approved by the Owners Corporation;
 - (g) perform the Minor Renovation Works within three (3) months of their commencement or such other period as reasonably approved by the Owners Corporation;
 - (h) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;

- (i) protect all affected areas of the Building outside the Lot from damage relating to the Minor Renovation Works;
 - (j) ensure that the Minor Renovation Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
 - (k) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation; and
 - (l) not vary or increase the scope of Minor Renovation Works without first obtaining the consent in writing from the Owners Corporation.
11. After the Minor Renovation Works have been completed, the Owner must:
- (a) notify the Owners Corporation that the Minor Renovation Works have been completed;
 - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Minor Renovations Works and not permitted by this by-law has been rectified;
 - (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law from time to time;
 - (d) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Minor Renovation Works.
12. The Owners Corporation's right to access the Lot arising under this by-law expires as soon as it is reasonably satisfied that the provisions of Clause 11 above have been complied with.
13. The Owner:
- (a) must not carry out any alterations or additions or do any works (other than Minor Renovation Works expressly approved under this by-law);
 - (b) must properly maintain and upkeep the Minor Renovation Works;
 - (c) must ensure that the Minor Renovation Works and their use do not contravene any statutory requirements of any Authority;
 - (d) must use reasonable endeavours to cause as little disruption as possible when using the Minor Renovation Works;
 - (e) must ensure that the Minor Renovation Works do not create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property;
 - (f) must ensure that the Minor Renovation Works do not cause water escape or water penetration to lot or common property;
 - (g) must comply with all directions, orders and requirements of any Authority relating to the Minor Renovation Works and their use;
 - (h) remains liable for any damage to lot or common property (including the Lot) arising out of the Minor Renovation Works;
 - (i) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Minor Renovations Works including their use.
14. If the 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) enter upon any part of the Lot to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.
15. The Minor Renovation Works will always remain the property of the Owner
16. In the event that the Owner desires to remove the Minor Renovation Works, the provisions of Clauses 10-13 will apply.

Part 1

Part 1.1 – Application of by-law

Notwithstanding anything contained in the by-laws applicable to the scheme, all Owners and occupiers are subject to the provisions of Part 3 of this by-law.

Part 1.2 – This by-law to prevail

If there is any inconsistency between any by-laws applicable to the scheme and this by-law, then the provisions of this by-law shall prevail to the extent of that inconsistency.

If there is any direct inconsistency between this by-law and an Order of a Court or Tribunal, then the Order shall prevail to the extent of that inconsistency.

Part 2 – Definitions and interpretations

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

- (a) **Act** means the *Strata Schemes Management Act, 2015*.
- (b) **Contractor** means any contractor, employee or tradesperson engaged by the Owners Corporation to carry out works on behalf of the Owners Corporation from time to time, whether or not on a recurring basis.
- (c) **Court or Tribunal** means any Australian court or tribunal
- (d) **Fire Certifier** means any certifier engaged to perform a Fire Safety Inspection or Fire Safety Services on behalf of Strata Scheme 10095 from time to time.
- (e) **Fire Safety Inspection** means any inspection carried out on lot or common property by a Fire Certifier for the purpose of assessing the fire safety compliance status of Strata Scheme 10095 with respect to applicable fire safety regulations.
- (f) **Fire Safety Services** means any services carried out on lot or common property by a Fire Certifier.
- (g) **Lot** means any lot in Strata Scheme 10095.
- (h) **Notice to Comply** means a notice served on an owner or occupier of a Lot requiring the owner or occupier to comply with a specified by-law, pursuant to section 146 of the Act.
- (i) **Order** means an order of any Court or Tribunal.
- (j) **Owner** means the owner of the Lot.
- (k) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 10095.
- (l) **Proceedings** means any application to or action in any Court or Tribunal.

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

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

2.3 For the avoidance of doubt, Fire Safety Inspections include regular periodic inspections and subsequent inspections required to further investigate or rectify fire safety defects and / or hazards.

Part 3 – Recovery of expenses

3.1 An Owner or occupier of a Lot who:

- (a) fails to nominate an appropriate time for their lot to be inspected in relation to a Fire Safety Inspection or be made available for Fire Safety Services to be conducted by a Fire Certifier within a period of time nominated by the Owners Corporation despite being requested to do so by the Owners Corporation;
- (b) nominates a time for their lot to be inspected in relation to a Fire Safety Inspection or be made available for Fire Safety Services to be conducted by a Fire Certifier but fails to make their lot available at the nominated time;
- (c) causes, through their actions or omissions (including but not limited to the performance of unauthorised works to lot or common property) the Owners Corporation to be issued with a fire order;

- (d) triggers a false fire alarm and/or causes, through their actions or omissions the Owners Corporation to incur false fire alarm call out charges from Fire and Rescue NSW (whether directly or through the Owners Corporation's contractor);
- (e) liaises with, corresponds with, directs or instructs the Owners Corporation's Contractor or engages in discourse with the Contractor in relation to any matter being attended to on behalf of the Owners Corporation by the Contractor, without the prior written approval of the Owners Corporation;
- (f) fails to nominate an appropriate time for their Lot to be inspected by a Contractor or made available for works by a Contractor within a period of time nominated by the Owners Corporation despite being requested to do so by the Owners Corporation;
- (g) nominates a time for their lot to be inspected by a Contractor or made available for works by a Contractor but fails to make their lot available at the nominated time;
- (h) instigates, commences or continues with any Proceedings (including but not limited to appeal proceedings), and such Proceedings are dismissed, withdrawn, discontinued, struck out or give rise to Orders against the Owner or occupier;
- (i) contravenes any by-law applicable to the strata scheme, and is issued with a Notice to Comply by the Owners Corporation in relation to that breach;
- (j) instigates or allows repairs by the Owners Corporation's Contractor to the Owner's Lot property, whether directly or through the property manager for the respective Lot;
- (k) causes (through their direct or indirect action or omission) the Owners Corporation to incur additional strata management expenses (for example, by way of instruction to the strata managing agent without the authority or approval of the Owners Corporation);
- (l) causes the Owners Corporation to convene a general meeting or strata committee meeting to consider the Owner's proposed renovation Works (whether or not the proposed renovation works are Minor Renovation Works for the purposes of section 110 of the Act);
- (m) causes the Owners Corporation to incur by-law drafting and/or registration expenses in relation to the Owner's proposed renovation Works; or
- (n) damages or defaces common property (whether or not wilfully), causing the Owners Corporation to incur repair costs in connection with that damage;

Indemnifies the Owners Corporation for the expenses incurred in connection with that conduct.

3.2 For the avoidance of doubt, the reference to expenses in clause 3.1 above includes (but is not limited to):

- (a) Fire Certifier expenses;
- (b) the sum of any fire order;
- (c) strata managing agent fees;
- (d) legal costs and disbursements;
- (e) expert fees;
- (f) expenses incurred by the Owners Corporation in connection with issuing a Notice to Comply;
- (g) Contractor callout fees;
- (h) Associated expenses incurred by the Owners Corporation in connection with the maintenance, repair, renewal or replacement of Owners' Lot property; and
- (i) New South Wales Land Registry Service registration fees.

3.3 The expenses referred to in paragraph 3.1 above are payable by the relevant Owner or occupier to the Owners Corporation within 14 days of being served with written notice by the Owners Corporation.

3.4 If an Owner or occupier fails to comply with any obligation under this by-law the Owners Corporation may recover the costs of enforcement of this by-law from the Owner or occupier as a debt due (and include reference of that debt on levy notices and any other levy reports or information) and the Owner or occupier acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

3.5 The Owners acknowledge that the Owners Corporation may recover any expenses pursuant to this by-law with respect to a Lot from the Owner of the respective Lot. For the avoidance of doubt, the Owners Corporation may recover expenses from an Owner of a Lot in circumstances where the expenses were occasioned by, relate to or are the direct or indirect result of the actions or omissions of the occupier of the Lot.

ANNEXURE C

SPECIAL BY-LAW 4

INSURANCE EXCESS RECOVERY

PART 1.1: Application of By-Law

Notwithstanding anything contained in the by-laws applicable to the scheme, all Owners and occupiers are subject to the provisions of Part 3 of this by-law.

PART 1.2: This By-Law to Prevail

If there is any inconsistency between any by-laws applicable to the scheme and this by-law, then the provisions of this by-law shall prevail to the extent of that inconsistency.

If there is any direct inconsistency between this by-law and an Order of a Court or Tribunal, then the Order shall prevail to the extent of that inconsistency.

PART 2: Definitions and Interpretations

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

- (a) **Act** means the Strata Schemes Management Act, 2015 (NSW).
- (b) **Building** means the building in which the strata scheme is situated at 7 Wolseley Street, Drummoyne.
- (c) **Court or Tribunal** means any Australian court or tribunal.
- (c) **Excess** means any excess applicable under the Insurance Policy.
- (d) **Insurance Claim** means a claim on the owners corporations Insurance Policy by the owners corporation.
- (e) **Insurance Policy** means the owners corporations building damage insurance policy with an approved insurer pursuant to section 83 of the Act.
- (f) **Lot** means any lot in Strata Scheme 10095.
- (g) **Owner** means the owner of the Lot.
- (h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 10095.

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

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

Part 3: Recovery

3.1 In addition to the powers, duties and functions imposed on the Owners Corporation pursuant to the Act, the Owners Corporation has the additional power to recover the Excess pursuant to the terms of this by-law.

3.2 In the event that:

- (a) the Owners Corporation or Owner makes an Insurance Claim on the Insurance Policy; and
- (b) the Insurance Claim relates only to a part or part of the Strata Scheme that is comprised in a Lot and is not common property;

the Owner of the respective lot must reimburse the Owners Corporation the full amount of the Excess and indemnifies the Owners Corporation to the extent of the Excess in connection with the Insurance Claim.

3.3 The reimbursement referred to in paragraph 3.1 above is payable by the relevant Owner to the Owners Corporation within 14 days of being served with written notice by the Owners Corporation.

3.4 If an Owner or occupier fails to comply with any obligation under this by-law the Owners Corporation may recover the Excess, together with the costs of enforcement of this by-law from the Owner or occupier as a debt due (and include reference of that debt on levy notices and any other levy reports or information) and the Owner or occupier acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

ANNEXURE D

SPECIAL BY-LAW 5

LOT 1 MAJOR RENOVATION WORKS

1. Introduction

This special by-law is made pursuant to section 108 of the Strata Schemes Management Act 2015, in respect of the works the owner proposes to carry out upon the lot.

2. Definitions

In this by-law:

"common property" means the common property in Strata Plan 10095

"lot" means lot 1 in Strata Plan No. 10095

"owner" means the owner for the time being of the lot (being the current owner and all successors in title)

"owners corporation" means 'The Owners - Strata Plan No. 10095

"works" means the alterations and additions to the lot and the adjacent common property consisting of:

- Stripping out the bathroom including floor and wall tiles, hob in shower, bath, and vanity
- Stripping out the toilet room including floor tiles, bowl and cistern
- Stripping out the laundry room including floor tiles and tub
- Create new door opening for Bed 1 and for Bed 2, instal doors
- Remove doors from bathroom and toilet room
- Install new stud walls to former door of Bed 2, to create two bathrooms, and in the hall
- Remove existing bathroom window, install 2 windows
- Reconfiguring existing or upgrading when required plumbing and electricals to Australian Standards
- Tiling the floor and walls of the bathrooms and laundry, after applying a waterproof membrane
- Installing new fixtures, fittings, appliances and light fittings to the bathrooms and laundry
- Removing existing sliding balcony doors and replacing with new folding doors
- Installing retractable clothesline

As are more fully described on the Plan attached.

3. Works Authorisation, Special Privileges & Exclusive Use Rights

The owners corporation:

- a) authorises the works,
- b) confers on the owner a special privilege to carry out the works to and on the common property and to permit the works to remain on that common property, and
- c) grants the owner the exclusive use and enjoyment of those parts of the common property occupied by the works, upon and subject to the conditions set out in this by-law.

4. The Conditions

4.1 Before commencing the Works

(a) Insurance Certificate

Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the works which must include evidence of public liability cover of not less than \$10,000,000 in respect of any claim and which must note the interest of the owners corporation and a certificate of insurance evidencing any Home Building Compensation Fund insurance for the works that is required under and complies with the Home Building Act 1989.

(b) Costs of this By-Law

Before commencing the works, the owner must pay all reasonable costs of the owners corporation incurred in connection with the preparation, review, 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 those costs are paid by the owner.

4.2. During the Works

- (a) Quality of the Works
The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.
- (b) Licensed Contractors
All contractors engaged in carrying out the works must be appropriately qualified and licensed under the Home Building Act 1989.
- (c) Specifications for the Works
The owner must ensure that the works are carried out and completed in accordance with the quote and specifications for them. In all other respects, but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. And In the event of a conflict, the Building Code of Australia shall apply.
- (d) Time for Completion of the Works
The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.
- (e) Work Hours
The owner must ensure that the works are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am - 5.00pm on Monday- Friday.
- (f) Noise and Disturbance
The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
- (g) Location of the Works
The works must be carried out entirely on the lot and the common property occupied by the works adjacent to the lot and must not encroach upon any other part of the common property or any other lot.
- (h) Transportation of Construction Materials and Equipment
The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.
- (i) Debris
The owner must ensure that any debris associated with the works is removed daily (if possible) and strictly in accordance with any reasonable directions given by the owners corporation.
- (j) Protection of Building
The owner must protect the common property that is affected by the works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction materials, equipment and debris are transported over it.
- (k) Daily Cleaning
The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.
- (l) Storage of Building Materials on Common Property
The owner must make sure that no building materials are stored on the common property.
- (m) Times for Operation of Noisy Equipment
The owner must make sure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building
- (n) Vehicles
The owner must ensure that no contractor's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary.
- (o) Right of Access
The owner must give the owners corporation's nominated representatives access to inspect the works within 8 hours of any request by the owners corporation.
- (p) Cost of the Works
The owner must pay the cost of the works.

4.3. After completion of the Works

- (a) Completion Notice
As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the works have been completed.

(b) Restoration of Common Property

As soon as practicable after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

4.4. Enduring Obligations

(a) Maintenance of the Works

The owner must, at the owner's own cost, properly maintain the works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works.

(b) Maintenance of the Common Property

The owner must, at the owner's own cost, properly maintain the common property occupied by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

(c) Repair of Damage

The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.

(d) Appearance of the Works

Except to the extent that this by-law may otherwise provide, the works must have an appearance which is in keeping with the appearance of the rest of the building.

(e) Indemnity

The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.

(f) Compliance with all Laws

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

5. Breach of this By-Law

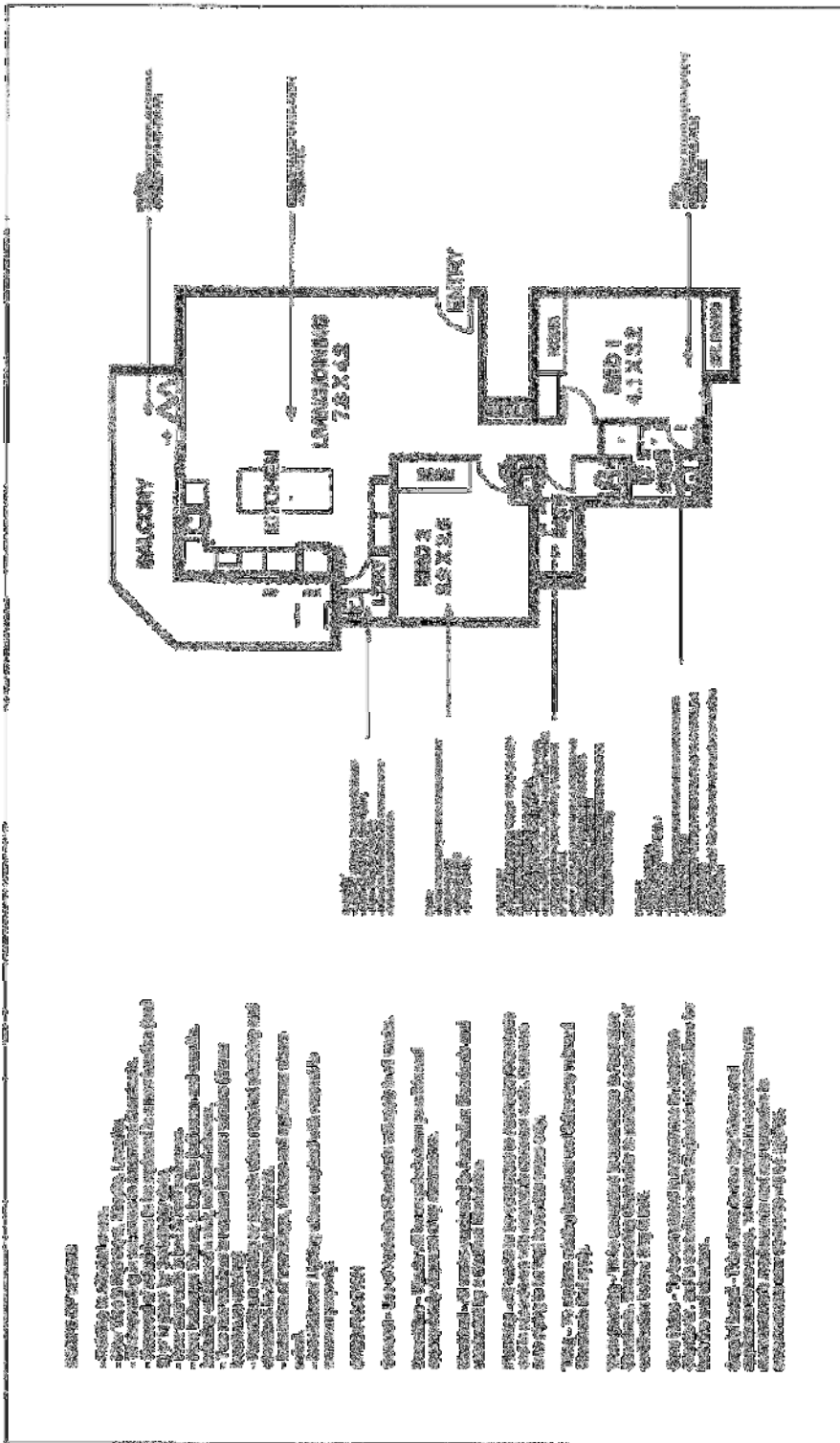
(a) If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

- i. rectify that breach,
- ii. enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the Strata Schemes Management Act 2015 for the purpose of rectifying that breach, and
- iii. recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

(b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

Plan of Lot 1 Renovations

AS 2014 2888024



SCOPE OF WORK

- Supply & install new kitchen, vanity, sink, splashback, floor, wall, ceiling, lighting, exhaust fan, and plumbing.
- Supply & install new living/dining area, including floor, wall, ceiling, lighting, and exhaust fan.
- Supply & install new bathroom, including floor, wall, ceiling, lighting, and plumbing.
- Supply & install new bedroom, including floor, wall, ceiling, lighting, and plumbing.
- Supply & install new entry, including floor, wall, ceiling, lighting, and door.
- Supply & install new balcony, including floor, wall, ceiling, lighting, and railing.
- Supply & install new windows and doors.
- Supply & install new electrical wiring and outlets.
- Supply & install new plumbing fixtures and pipes.
- Supply & install new lighting fixtures and switches.
- Supply & install new ceiling tiles and fixtures.
- Supply & install new paint throughout the project.
- Supply & install new carpeting in the living/dining area.
- Supply & install new tiles in the kitchen and bathroom.
- Supply & install new vinyl flooring in the bedroom.
- Supply & install new laminate flooring in the entry.
- Supply & install new concrete flooring on the balcony.
- Supply & install new structural steel beams and joists.
- Supply & install new roof tiles and gutters.
- Supply & install new driveway and parking area.
- Supply & install new landscaping and garden beds.
- Supply & install new fencing and gates.
- Supply & install new water and sewer lines.
- Supply & install new gas lines and appliances.
- Supply & install new electrical and data cabling.
- Supply & install new fire alarm and smoke detectors.
- Supply & install new security system and cameras.
- Supply & install new air conditioning and heating system.
- Supply & install new pest control and termite treatment.
- Supply & install new insurance and legal services.
- Supply & install new project management and supervision.
- Supply & install new site access and parking permits.
- Supply & install new council and utility approvals.
- Supply & install new construction and safety signage.
- Supply & install new site cleanup and debris removal.
- Supply & install new final inspection and certification.

<p>PROJECT INFORMATION</p> <p>Project Name: Lot 1 Renovations</p> <p>Client: Mr. & Mrs. Smith</p> <p>Address: 123 Main Street, Sydney NSW 1500</p> <p>Contract No: AS/2014/2888024</p>	
<p>DATE</p> <p>Issue Date: 15/08/2014</p> <p>Revision: 01</p>	<p>SCALE</p> <p>Scale: 1:100</p>
<p>DESIGNER</p> <p>Design Firm: ABC Architects</p> <p>Designer: John Doe</p>	<p>CLIENT</p> <p>Client Name: Mr. & Mrs. Smith</p> <p>Contact: 02 1234 5678</p>
<p>APPROVALS</p> <p>Client Approval: [Signature]</p> <p>Designer Approval: [Signature]</p>	<p>NOTES</p> <p>1. All work to be completed within 12 weeks.</p> <p>2. Site access to be maintained at all times.</p> <p>3. Neighbors to be notified of work.</p> <p>4. All materials to be approved by council.</p>



Approved Budget to apply from 01/06/2023

The Owners - Strata Plan No. 10095

Leon Manor, 7 Wolseley Street, DRUMMOYNE NSW
2047

Administrative Fund

Approved budget

Revenue

Levies Due--Admin	24,500.00
Transfer from Capital Works Fund	14,300.00
<i>Total revenue</i>	<u>38,800.00</u>

Less expenses

Admin--Accounting Fee--Taxation Services	187.00
Admin--Agent--Additional Services Fees	3,000.00
Admin--Agent--Disbursement Fees	480.00
Admin--Agent--Management Fees--Standard	3,150.00
Admin--Agent--Reporting & Archive Fees	480.00
Admin--Legal & By-law Fees	1,000.00
Insurance--Excesses	1,000.00
Insurance--Premiums	7,160.00
Maint Bldg--Cleaning	3,300.00
Maint Bldg--Electrical	700.00
Maint Bldg--Fire Protection	1,500.00
Maint Bldg--General Repairs	1,000.00
Utility--Water Usage	1,000.00
<i>Total expenses</i>	<u>23,957.00</u>

Surplus/Deficit

14,843.00

Opening balance

(14,282.93)

Closing balance

\$560.07

Total units of entitlement	60
Levy contribution per unit entitlement	\$408.33

Capital Works Fund**Approved
budget****Revenue**

Levies Due--Capital Works	18,219.00
<i>Total revenue</i>	<u>18,219.00</u>

Less expenses

Admin--Transfer to Admin Fund	14,300.00
Maint Bldg--Fire Protection	1,000.00
Maint Bldg--General Replacement	5,000.00
<i>Total expenses</i>	<u>20,300.00</u>

Surplus/Deficit(2,081.00)

Opening balance 54,277.06

Closing balance\$52,196.06

Total units of entitlement 60

Levy contribution per unit entitlement \$303.65



Approved Levy Schedule to apply from 01/06/2023

Conti & Co Pty Ltd
ABN 38 667 939 064
PO Box 443, Concord NSW 2137
T (02) 9716 8686
F (02) 9799 1008
info@contistrata.com.au
contistrata.com.au

The Owners - Strata Plan No. 10095

Leon Manor, 7 Wolseley Street, DRUMMOYNE NSW
2047

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Capital Works Fund	Quarterly Total	Annual Total
1	1	10.00	1,020.85	759.15	1,780.00	7,120.00
2	2	10.00	1,020.85	759.15	1,780.00	7,120.00
3	3	10.00	1,020.85	759.15	1,780.00	7,120.00
4	4	10.00	1,020.85	759.15	1,780.00	7,120.00
5	5	10.00	1,020.85	759.15	1,780.00	7,120.00
6	6	10.00	1,020.85	759.15	1,780.00	7,120.00
		60.00	\$6,125.10	\$4,554.90	\$10,680.00	\$42,720.00

STRATA SCHEMES MANAGEMENT ACT 2015
MINUTES OF THE EXTRAORDINARY GENERAL MEETING OF THE OWNERS
STRATA PLAN NO. 10095

ADDRESS OF STRATA SCHEME	7 WOLSELEY STREET, DRUMMOYNE
VENUE	FOYER 7 WOLSELEY STREET, DRUMMOYNE
DATE & TIME	WEDNESDAY, 30 AUGUST 2023 at 6.00PM Meeting started at 6:00 pm and ended at 6:30 pm
PRESENT	Lot 1 – Owner Anthony Cordato (representing CP York Holdings Pty Ltd) Lot 2 – Owner Nicholas Willebrands Lot 3 – Owner Massimo Fiocco (by proxy to Anthony Cordato) Lot 4 – Owner Raquel Hughes Lot 5 – Owner Lucia Serafim Lot 6 – Owner Paul Tyne
CHAIRPERSON	Raquel Hughes
QUORUM	The Chairperson noted that all members of the owners corporation were present in person or by proxy, and declared that a quorum had been reached. The quorum was maintained throughout the meeting.

WAIVER OF NOTICE All owners being present in person or by proxy,
RESOLVED (unanimously) that the notice period required for the meeting is waived.

MINUTES **RESOLVED** (unanimously) that the minutes of the Extraordinary General Meeting of the Owners Corporation held on 25 March 2022 be accepted as a true and accurate account of the proceedings of that meeting.

TERMINATION OF MANAGING AGENT

The owners noted that the last Annual General Meeting had been held on 29 October 2021, and that no annual general meeting had been convened in the last financial year, as required under section 18 of the *Strata Schemes Management Act 2015*.

- (a) **RESOLVED** (unanimously) that the appointment of LB Lanolin Pty Ltd (trading as ACE Body Corporate Management (Brookvale) (“ACE Body Corporate”) as strata managing agent of Strata Scheme No. 10095 made on 9 August 2020 and documented by management agreement be terminated and all the delegation to ACE Body Corporate of all of the functions of the owners corporation pursuant to section 49 of the *Strata Schemes Management Act 2015* be revoked;
- (b) **RESOLVED FURTHER** (unanimously) that the termination and revocation have effect immediately, if the management agreement has expired, or otherwise from the expiry of the notice of termination given under the management agreement. It was noted that the management agreement was due to expire on or about 9 August 2023.

APPOINTMENT OF MANAGING AGENT

The Chairperson tabled a Strata Management Agency Agreement dated 29 August 2023, prepared by Conti Strata (the "Agreement").

RESOLVED (unanimously) that in accordance with section 49(2) of the *Strata Schemes Management Act 2015*:

- (a) Conti & Co Pty Ltd trading as **CONTI STRATA** (the "Conti Strata") be appointed as strata managing agent of Strata Scheme No. 10095;
- (b) the owners corporation delegate to Conti Strata all of the functions of:
 - (i) the owners corporation (other than those listed in section 52(2) of the *Strata Schemes Management Act 2015*); and
 - (ii) its chairperson, treasurer, secretary, and strata committee, necessary to enable Conti Strata to carry out the 'agreed services' and the 'additional services' as defined in the Agreement;
- (c) the delegation to Conti Strata is to be subject to the conditions and limitations in the Agreement; and
- (d) the owners corporation authorise the members of the strata committee to execute the Agreement to give effect to this appointment and delegation; and
- (e) authority be given for the common seal of the owners corporation to be affixed to the Agreement by 2 members of the strata committee.

DELIVERY OF RECORDS

Pursuant to Section 181(2) of the *Strata Schemes Management Act 2015*,

RESOLVED (unanimously) that ACE Body Corporate be required to deliver (and deliver) all records of Strata Scheme No. 10095 to Conti Strata no later than 14 days after notice is given or 1 day after termination and revocation has effect, whichever is later.

SERVICE OF NOTICES

In accordance with section 265(1) of the *Strata Schemes Management Act 2015* and following transfer of records to Conti Strata,

RESOLVED (unanimously) that Conti Strata be instructed to change the Owners Corporation's address for the service of notices to PO Box 443, CONCORD NSW 2137.

CLOSURE OF MEETING

There being no further business, the meeting was declared closed at 6:30 pm.

Dated: 31 August 2023

Secretary

**MINUTES OF THE EXTRAORDINARY GENERAL MEETING HELD IN THE OFFICES OF CONTI STRATA,
397 LYONS ROAD, FIVE DOCK ON FRIDAY, 22ND MARCH 2024 AT 10.30AM.**

THE OWNERS – STRATA PLAN 10095

ADDRESS OF STRATA SCHEME: LEON MANOR, 7 WOLSELEY STREET, DRUMMOYNE

PRELIMINARIES

OWNERS PRESENT	Nil.
PRE-MEETING ELECTRONIC VOTES (*unfinancial)	Anthony Cordato, Raquel Hughes, *Lydia Kav POA for Constantine Serafim, Paul Tyne.
OTHER ATTENDEES	Daniela Bacchetto on behalf of Conti Strata, Managing Agents.
APOLOGIES	Nil.
CHAIRPERSON	Daniela Bacchetto.
QUORUM	The Chairperson declared that a quorum had been reached and this was maintained throughout the meeting.

MINUTES

RESOLVED that the minutes of the previous general meeting be confirmed as a true and accurate account.

SPECIAL BY-LAW: LOT 1 EV CHARGER POWER & ACCESS POINT

- a) Subject to the by-law in the succeeding motion being approved, that The Owners – Strata Plan No. 10095 **SPECIALLY RESOLVED** pursuant to section 108 of the Strata Schemes Management Act, 2015 for the purpose of improving or enhancing the common property to specifically authorise the Works carried out by the owner of lot 1 to lot and common property on the terms and in the manner as set out in the by-law for '**LOT 1 EV CHARGER POWER & ACCESS POINT**' (Annexure A).
- b) Subject to the preceding motion being approved The Owners – Strata Plan No. 10095 **SPECIALLY RESOLVED** pursuant to sections 141 & 143 of the Strata Schemes Management Act, 2015 to make a by-law in the terms set out for '**LOT 1 EV CHARGER POWER & ACCESS POINT**' (Annexure A).

CLOSURE

There being no further business, the meeting was declared closed at 11.00am.

ANNEXURE A

SPECIAL BY-LAW 6

LOT 1 EV CHARGER POWER & ACCESS POINT

1. Introduction

This special by-law is made pursuant to Section 108 of the Strata Schemes Management Act 2015, in respect of the works the owner proposes to carry out upon the lot and the common property.

2. Definitions

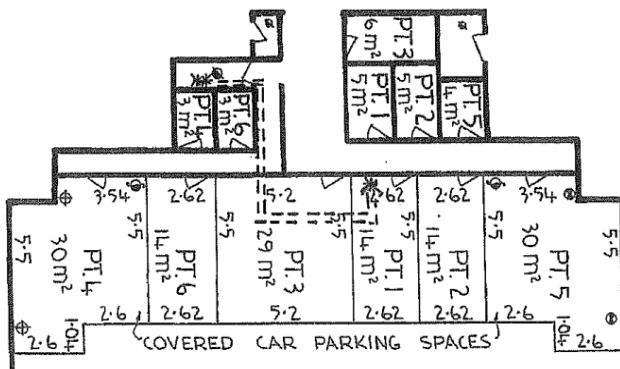
In this by-law:

"lot" means lot 1 in Strata Plan No. 10095

"works" means the alterations and additions to the lot and the adjacent common property consisting of:

- Installation of Power and Access Points (including an EV charging point) in the car space which is part of Lot 1
- Installation of wiring, cabling and conduits in the common property between the Power and Access Points and the electricity meter for Lot 1

As are more fully described on the plan below.



* Power point & EV charger in Unit 1
** Electricity meter Unit 1 car space
=== Conduit on ceiling

3. Works Authorisation, Special Privileges & Exclusive Use Rights

The owners corporation:

- authorises the works,
- confers on the owner a special privilege to carry out the works to and on the common property and to permit the works to remain on that common property, and
- grants the owner the exclusive use and enjoyment of those parts of the common property occupied by the works,

upon and subject to the conditions set out in this by-law.

4. The Conditions

4.1. Before commencing the Works

- Insurance Certificate

Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the works which must include evidence of public liability cover of not less than \$10,000,000 in respect of any claim and which must note the interest of the owners corporation and a certificate of insurance evidencing any Home Building Compensation Fund insurance for the works that is required under and complies with the *Home Building Act 1989*.

- Costs of this By-Law

Before commencing the works, the owner must pay all reasonable costs of the owners corporation incurred in connection with the preparation, review, 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 those costs are paid by the owner.

4.2. During the Works

- (a) **Quality of the Works**
The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.
- (b) **Licensed Contractors**
All contractors engaged in carrying out the works must be appropriately qualified and licensed under the *Home Building Act 1989*.
- (c) **Specifications for the Works**
The owner must ensure that the works are carried out and completed in accordance with the quote and specifications for them. In all other respects, but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. And In the event of a conflict, the Building Code of Australia shall apply.
- (d) **Time for Completion of the Works**
The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.
- (e) **Work Hours**
The owner must ensure that the works are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am – 5.00pm on Monday – Friday.
- (f) **Noise and Disturbance**
The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
- (g) **Location of the Works**
The works must be carried out entirely on the lot and the common property occupied by the works adjacent to the lot and must not encroach upon any other part of the common property or any other lot.
- (h) **Transportation of Construction Materials and Equipment**
The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.
- (i) **Debris**
The owner must ensure that any debris associated with the works is removed daily (if possible) and strictly in accordance with any reasonable directions given by the owners corporation.
- (j) **Protection of Building**
The owner must protect the common property that is affected by the works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction materials, equipment and debris are transported over it.
- (k) **Daily Cleaning**
The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.
- (l) **Storage of Building Materials on Common Property**
The owner must make sure that no building materials are stored on the common property.
- (m) **Times for Operation of Noisy Equipment**
The owner must make sure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.
- (n) **Vehicles**
The owner must ensure that no contractor's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary.
- (o) **Right of Access**

The owner must give the owners corporation's nominated representatives access to inspect the works within 48 hours of any request by the owners corporation.

(p) Cost of the Works

The owner must pay the cost of the works.

4.3. After completion of the Works

(a) Completion Notice

As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the works have been completed.

(b) Restoration of Common Property

As soon as practicable after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

4.4. Enduring Obligations

(a) Maintenance of the Works

The owner must, at the owner's own cost, properly maintain the works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works.

(b) Maintenance of the Common Property

The owner must, at the owner's own cost, properly maintain the common property occupied by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

(c) Repair of Damage

The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.

(d) Appearance of the Works

Except to the extent that this by-law may otherwise provide, the works must have an appearance which is in keeping with the appearance of the rest of the building.

(e) Indemnity

The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.

(f) Compliance with all Laws

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

5. Breach of this By-Law

(a) If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

(i) rectify that breach,

(ii) enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 2015* for the purpose of rectifying that breach, and

(iii) recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

(b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

MINUTES OF ANNUAL GENERAL MEETING

For 7 Wolseley Street, Plan No. SP 10095

Location of meeting: Foyer of 7 Wolseley Street

Date and time of meeting: Friday, 29th October 2021 5:00 PM

Meeting chaired by: Simon Hage administered the meeting

Meeting start time: 5:00 PM **Meeting finish time:** 5:45 PM

Attendance

The following owners were represented at the meeting:

Unit: 1 Lot: 1 Owner: Tony Cordato

Unit: 2 Lot: 2 Owner: Nicholas Willebrands

Unit: 4 Lot: 4 Owner: Raquel Hughes

Unit: 6 Lot: 6 Owner: Paul Tyne

The following owners were present by voting paper:

Unit: 5 Lot: 5 Owner: Lucia Serafim

The following owners gave their apologies:

Unit: 5 Lot: 5 Owner: Lucia Serafim

Quorum

Motions

1	ADOPTION OF GENERAL MEETING MINUTES	Ordinary resolution
---	-------------------------------------	---------------------

Proposed by: The Committee

Yes votes: 5 **No votes:** 0 **Abstain:** 0 **Carried**

Resolved that the minutes of the last general meeting of the Owners Corporation held on [09/08/2020] be accepted as a true and accurate account of the proceedings of that meeting.

Post meeting note:

2	KEY FINANCIAL INFORMATION	Ordinary resolution
---	---------------------------	---------------------

Proposed by: The Committee - Statutory Motion

Yes votes: 5 **No votes:** 0 **Abstain:** 0 **Carried**

Resolved that the attached statements of key financial information for the administrative fund, the capital works fund and any other fund prepared by the Owners Corporation together with the relevant audit report if required be adopted.

Post meeting note:

3	AUDIT OF STATEMENT OF ACCOUNTS	Ordinary resolution
---	--------------------------------	---------------------

Proposed by: The Committee - Statutory Motion (optional for non prescribed)

Yes votes: 1 **No votes:** 4 **Abstain:** 0 **Defeated**

Resolved that an auditor NOT be appointed for the financial year ending [31/05/2022].

Post meeting note:

4 INSURANCE VALUATION Ordinary resolution

Proposed by: The Committee

Yes votes: 1 No votes: 4 Abstain: 0 Defeated

Resolved that a building insurance valuation NOT be obtained.

Post meeting note:

5 Insurance - CONFIRMATION Ordinary resolution

The Committee

Yes votes: 5 No votes: 0 Abstain: 0 Carried

Resolved that the Owners Corporation insurances be confirmed or varied. (If no valuation being obtained, building sum insurance should be increased by CPI.

Post meeting note:

6 INSURANCE FIDELITY GUARANTEE AND OFFICE BEARERS Ordinary resolution

The Committee

Yes votes: 5 No votes: 0 Abstain: 0 Carried

Resolved that the Owners Corporation arrange for / continuation of fidelity guarantee and office bearers liability insurance covers.

FIDELITY GUARANTEE Current Policy Coverage \$ 100,000

OFFICE BEARERS LEGAL LIABILITY Current Policy Coverage \$ 500,000

SM to obtain quotes to increase office bearers coverage to \$1,000,000

Post meeting note:

7 Insurance - By Agent Ordinary resolution

Proposed by: The Committee

Yes votes: 5 No votes: 0 Abstain: 0 Carried

Resolved that the Owners Corporation authorise and instruct Ace Body Corporate Management to renew the current annual strata building insurance policy, when no majority decision has been made by the Strata Committee at a Strata Committee Meeting held to approve the insurance quote(s).

Post meeting note:

8 ANNUAL FIRE SAFETY STATEMENT Ordinary resolution

Proposed by: The Committee

Yes votes: 5 No votes: 0 Abstain: 0 Carried

Resolved that the Owners Corporation authorise and instruct Ace Body Corporate Management to obtain annually on behalf of the Owners Corporation an Annual Fire Safety Statement and to arrange maintenance of all fire safety equipment currently installed in the property in accordance with the provisions of Environmental Planning and Assessment Regulation ("EPAR").

That the Strata Managing Agent be authorised to appoint an accredited "Competent Fire Safety Practitioner" as defined in the legislation to undertake the necessary assessments and inspections prior to issuing any Fire Safety Statement.

Post meeting note:

9	PEST CONTROL TREATMENT		Ordinary resolution
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Proposed by: The Committee

Yes votes: 5	No votes: 0	Abstain: 0	Carried
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Resolved that an annual pest control treatment be carried out on the Common Property.

SM to arrange quotes for pest spray asap.

Post meeting note:

10	CAPITAL WORKS FUND FORECAST		Ordinary resolution
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Proposed by: The Committee

Yes votes: 1	No votes: 4	Abstain: 0	Defeated
---------------------	--------------------	-------------------	-----------------

Resolved that the Owners Corporation NOT obtain a Capital Works Fund Forecast as one has been recently obtained.

Post meeting note:

11	REPAIRS AND MAINTENANCE		Ordinary resolution
-----------	--------------------------------	--	----------------------------

Proposed by: The Committee

Yes votes: 5	No votes: 0	Abstain: 0	Carried
---------------------	--------------------	-------------------	----------------

Resolved that the Owners Corporation review repairs and maintenance to the common property and decide on appropriate action.

SM to follow up tiling and spalling quotes.
SM to provide a monthly update of work orders and quotes.
SM to provide notice re noise from slamming doors.
SM to send copy of WO and RFQ to Strata Committee
SM to obtain cleaning quotes including putting bins in/out.
SM to arrange Delta Warringah Garage Doors to re-attend to noisy garage door.
SM to obtain gyrocking quote.
SM to obtain quote to put metal over ballustrading.
SM to obtain quotes for carpet.

Post meeting note:

12	ASBESTOS REPORT		Ordinary resolution
-----------	------------------------	--	----------------------------

Proposed by: The Committee

Yes votes: 1	No votes: 4	Abstain: 0	Defeated
---------------------	--------------------	-------------------	-----------------

Resolved that the Owners Corporation NOT obtain an Asbestos report.

Post meeting note:

13 BUDGET AND LEVY CONTRIBUTIONS Ordinary resolution

Proposed by: The Committee - Statutory motion

Yes votes: 5 No votes: 0 Abstain: 0 Carried

Resolved that the proposed budget as presented be received and that levies determined under Section 79(1), 79(2) and 81 of the Strata Schemes Management Act 2015 ("the Act") be CONFIRMED for the next financial year.

That the following levy contributions be determined pursuant to section 81 of the Act:

Administration Fund at a rate of \$17,760.00 per annum
Capital Works Fund at a rate of \$15,840.00 per annum

Those amounts are to be equal quarterly instalments in advance commencing 1 November 2021 and so on

Post meeting note:

14 Raise a Special Levy Ordinary resolution

Proposed by: The Committee

Yes votes: 1 No votes: 4 Abstain: 0 Defeated

Resolved that the Owners Corporation NOT raise a special levy.

Post meeting note:

15 STRATA COMMITTEE ELECTION Ordinary resolution

Statutory Motion

Yes votes: 5 No votes: 0 Abstain: 0 Carried

Resolved that the Owners Corporation by ordinary place all owners on the Strata Committee.

Post meeting note:

16 RESTRICTED MATTERS Ordinary resolution

Proposed by: The Committee

Yes votes: 1 No votes: 4 Abstain: 0 Defeated

Resolved that this meeting determine NO restrictions be placed on the Strata Committee.

Post meeting note:

17 DEBT COLLECTION Ordinary resolution

Proposed by: The Committee

Yes votes: 5 No votes: 0 Abstain: 0 Carried

Resolved that the Strata Managing Agent is authorized from time to time to take such action as may be necessary or desirable (including in accordance with ACE Body Corporate Management's Debt Collection Policy, as per Explanatory Note) to recover arrears of maintenance contributions and other debts, including penalties, interest, legal and other costs, owing to the Owners Corporation by lot owners, mortgagees in possession and former lot owners and, subject to legislative restrictions but otherwise without limitation, to:

- i) make demands;
- ii) engage the services of a suitably qualified person; or
- iii) the services of a Solicitor and Licensee be engaged at scale fees; and
- iv) commence and prosecute legal proceedings.

Post meeting note:

18	SERVICE OF NOTICE ADDRESS	Ordinary resolution
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Proposed by: The Committee

Yes votes: 5	No votes: 0	Abstain: 0	Carried
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Resolved that pursuant to Section 265 of the Strata Schemes Management Act 2015, the Owners Corporation - Strata Plan 10095 change its address for service of notices to:

c/o ACE Body Corporate Management (Balmain)
PO Box 191
Balmain NSW 2041

and to lodge the change in the office of the Registrar-General in the form approved under the Real Property Act 1900 of the change of address.

Post meeting note:

19	COMMISSIONS AND TRAINING SERVICES	Ordinary resolution
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Proposed by: The Committee - Statutory motion

Yes votes: 5	No votes: 0	Abstain: 0	Carried
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Resolved that a report be received from the Strata Managing Agent on commissions and training services received/paid in the past 12 months and estimate of commissions and training services to be received/paid in the next 12 months.

Post meeting note:

Minute Notes

Enter Minute Notes here

Chairman.....

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)

7 WOLSELEY STREET, DRUMMOYNE NSW 2047

Lot No. (if known)	DP/SP (if known)	Building name (if applicable)
	SP10095	LEON MANOR

Provide a brief description of the building or part (building use, number of storeys, construction type etc)

RESIDENTIAL ,2 STOREYS ,BRICK & CONCRETE.

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) *

THE OWNERS – STRATA PLAN 10095

* 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)

Cl. CONTI STRATA, PO BOX 443, CONCORD NSW 2137

Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS *
Emergency Lighting	BCA E4.4 & AS2293.1-2005.	10.10.2025	PH
Exit signs	BCA E4.5,E4.6,E4.8 & AS2293.1-2005.	10.10.2025	PH
Portable Fire Extinguishers	BCA E1.6 & AS2444-2001.	10.10.2025	PH
Smoke and/or Heat Alarms	BCA E2.2a & AS3786-1993.	10.10.2025	PH

* 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 5: Inspection of fire exits and paths of travel to fire exits (Part 15)

Part of the building inspected	Date(s) inspected	APFS *
Paths of travel to exits.	10.10.2025	PH

* 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

Section 6: Name and contact details of each accredited practitioner (fire safety) (APFS)*

Full name (Given Name/s and Family Name)	Address	Phone	APFS*	Signature
PHILIP WALTER HUNTER	27 DARIUS AVE, NARRABEEN	0480154953	FO14560A	

* 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)
NICOLE DI CRISTO

Organisation (if applicable)
CONTI STRATA

Title/Position (if applicable)
ADMINISTRATION

Address (Street No, Street Name, Suburb and Postcode)
397 LYONS ROAD, FIVE DOCK NSW 2046

Phone
02 9716 8686

Email
INFO@CONTISTRATA.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.

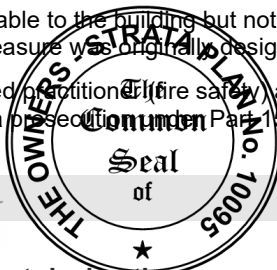
Section 8: Annual fire safety statement declaration

I, NICOLE DI CRISTO (insert full name) being the: owner owner's agent

declare that:

- each essential fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) as capable of performing:
 - for an essential fire safety measure specified in the fire safety schedule, to a standard no less than that specified in the schedule, or
 - 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
- 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 grounds for a prosecution under Part 15 of the Regulation.

Owner/Agent Signature Date issued 26/11/2025



Section 9: ~~Supplementary fire safety statement declaration~~

~~I, [Click here](#) (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.

Essential/Critical Fire Safety Measures Schedule

Note: This Schedule is listing the present Standards of Performance which may vary depending upon the dates of installation.

This schedule may not be exhaustive therefore if additional measures are installed, annual certification is also required.

Statutory Fire Safety Measures

Emergency Lighting	BCA E4.4 & AS2293.1-2005
Exit signs	BCA E4.5, E4.6, E4.8 & AS2293.1-2005
Portable Fire Extinguishers	BCA E1.6 & AS2444-2001
Smoke &/or Heat Alarm Systems	BCA E2.2a & AS3786-1993

Capital Works Forecast Report

Leon Manor
7 Wolseley Street, Drummoyne, NSW 2047
Scheme Number: 10095



COMPILED BY MEHRDAD MOHSENI

**On 19 December 2023 for the
15 Years Commencing: 1 June 2024
QIA Job Reference Number: 198857**

Professional Indemnity Insurance Policy Number 1411189338 PLP
© QIA Group Pty Ltd

PO Box 1280,
Beenleigh QLD 4207

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INTRODUCTION

We have estimated that the Capital Works Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

LOCATION

7 Wolseley Street, Drummoyne, NSW 2047

REPORT SUMMARY

We have estimated that the Capital Works Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

We recommend that the Capital Works Report be regularly updated to ensure that an accurate assessment of how the scheme land, building and facilities are aging and to incorporate into the Report any major changes brought about by legislation, or pricing.

The Capital Works Levy per entitlement already set is:	\$303.65
Number of Lot/Unit Entitlements:	60
Opening Balance:	\$52,196.00
The proposed Capital Works Levy per entitlement is:	\$268.83

METHODOLOGY

The nominal forecast period of this report is 15 years and the costs anticipated during each of the years are detailed line by line on a yearly basis. The nominal time frame of the Report is to a large extent driven by the fact that many elements in a building's structure have a life beyond 15 years. Therefore an amount has been taken up for each item that would require replacement or substantial repair outside of the 15 year forecast period to account for these anticipated expenses. The basis for the accrual of these funds is that Owners use or consume the common property during their period of ownership and so are responsible for funding their eventual replacement. The manner in which the land, buildings and facilities actually age cannot be accurately determined without regular inspections which take into account the size, location and use of the scheme.

The report will generally categorise costs as follows:

1. Costs that occur in a predictable timeframe, in one tranche or as one project and within the 15 years forecast – a typical example of this kind of cost may be external painting or external door replacement. These items are generally described as straight costs e.g. repaint building or replace door.
2. Costs that occur in a predictable timeframe, in several tranches within the 15 years forecast – a typical example of this kind of cost may be boundary fence replacement, light fitting replacements or tree removal/lopping. These costs are generally described as an ongoing or partial replacement or provision cost.
3. Costs that occur in a predictable timeframe in one tranche or multiple tranches but will be outside the 15 years forecast – a typical example of this would be driveway resurfacing, gutter or downpipe replacements. These costs will only appear as annual accruals in the **Itemised Accruals by Year** section of the report, or may appear as a “partial” provision if there is a need for some allowance in the duration of the report.
4. Costs that are not predictable and may occur in one tranche or multiple tranches – a typical example of this cost is a burst water pipe. These costs are generally shown in the report as a repairs and replacement cost or an allowance.

The levy income has been determined by forecasting the expenditure requirement to replace or renew assets or finishes that have an effective life and making an allowance for items that do not have a finite lifespan. The levy income is initially increased each year by a variable inflationary factor to smooth the effects of major cost fluctuations given the initial fund balance and income.

No allowance has been made for interest receivable on the Capital Works Account, possible bank charges or tax obligations arising from bank interest.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 5.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

The effective life for each item identified is based on its material effective life, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

We have included a line item called Capital Replacement – General which is a yearly provision for unforeseen and/or unknown capital costs and expenses. This provision will allow Owners to expend funds on items which are not specifically allowed for, without the need to call an Extraordinary General Meeting to raise a special levy to pay for those otherwise unspecified items.

If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget, as are any smaller items that would be considered routine replacement items.

CAPITAL WORKS FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/06/2024	\$52,196	\$18,219	\$303.65	\$589	\$69,826
2	01/06/2025	\$69,826	\$16,130	\$268.83	\$20,876	\$65,080
3	01/06/2026	\$65,080	\$13,936	\$232.27	\$649	\$78,366
4	01/06/2027	\$78,366	\$11,633	\$193.88	\$1,711	\$88,288
5	01/06/2028	\$88,288	\$8,215	\$136.92	\$7,406	\$89,097
6	01/06/2029	\$89,097	\$8,626	\$143.76	\$11,815	\$85,908
7	01/06/2030	\$85,908	\$9,057	\$150.95	\$7,597	\$87,368
8	01/06/2031	\$87,368	\$9,510	\$158.50	\$18,890	\$77,989
9	01/06/2032	\$77,989	\$9,985	\$166.42	\$6,248	\$81,726
10	01/06/2033	\$81,726	\$10,485	\$174.74	\$10,589	\$81,621
11	01/06/2034	\$81,621	\$11,009	\$183.48	\$2,408	\$90,222
12	01/06/2035	\$90,222	\$11,559	\$192.66	\$41,298	\$60,483
13	01/06/2036	\$60,483	\$12,137	\$202.29	\$1,058	\$71,563
14	01/06/2037	\$71,563	\$12,744	\$212.40	\$5,772	\$78,535
15	01/06/2038	\$78,535	\$13,381	\$223.02	\$27,188	\$64,729

CAPITAL WORKS FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

June 2024		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$589
<u>Total Forecast Expenditure for year - June 2024 (Inc GST):</u>		<u>\$589</u>
Includes GST amount of :		\$54
June 2025		Expense Inc GST
SUPERSTRUCTURE		
- Repaint buildings		\$7,580
- Repaint fascia		\$2,092
- Repaint soffits		\$1,534
- Scaffold/access equip allowance		\$8,004
- Repaint door face		\$437
- Repaint posts/columns		\$611
- Capital Replacement - General		\$619
<u>Total Forecast Expenditure for year - June 2025 (Inc GST):</u>		<u>\$20,876</u>
Includes GST amount of :		\$1,898
June 2026		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$649
<u>Total Forecast Expenditure for year - June 2026 (Inc GST):</u>		<u>\$649</u>
Includes GST amount of :		\$59
June 2027		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$682

AMENITIES

- Maintain floor tiles	\$468
------------------------	-------

STAIRWELL

- Maintain floor tiles	\$562
------------------------	-------

<u>Total Forecast Expenditure for year - June 2027 (Inc GST):</u>	<u>\$1,711</u>
---	----------------

Includes GST amount of :	\$156
--------------------------	-------

June 2028

Expense

Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$716
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EXTERNAL WORKS

- Maintain common pipework	\$5,054
----------------------------	---------

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting	\$456
--	-------

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$1,179
--	---------

<u>Total Forecast Expenditure for year - June 2028 (Inc GST):</u>	<u>\$7,406</u>
---	----------------

Includes GST amount of :	\$673
--------------------------	-------

June 2029

Expense

Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$752
---------------------------------	-------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$1,710
--	---------

ROOF

- Maintain roof ridge capping/tiles	\$2,985
-------------------------------------	---------

STAIRWELL

- Replace carpet	\$6,368
<u>Total Forecast Expenditure for year - June 2029 (Inc GST):</u>	<u>\$11,815</u>
Includes GST amount of :	\$1,074

June 2030Expense
Inc GST**SUPERSTRUCTURE**

- Replace window fixtures and fittings	\$585
- Capital Replacement - General	\$789

DRIVEWAYS, PATHWAYS & PARKING

- Maintain driveway 3% of total	\$1,300
---------------------------------	---------

FURNITURE & FITTINGS

- Provision to replace intercom handsets	\$2,461
- Provision to upgrade intercom systems & associated equipment	\$2,244
- Provision to replace door closers	\$217
<u>Total Forecast Expenditure for year - June 2030 (Inc GST):</u>	<u>\$7,597</u>
Includes GST amount of :	\$691

June 2031Expense
Inc GST**SUPERSTRUCTURE**

- Provision to replace balustrade/handrail fixings	\$439
- Capital Replacement - General	\$829

FURNITURE & FITTINGS

- Maintain bathroom waterproofing 33% of total	\$2,413
--	---------

AMENITIES

- Repaint walls/ceiling	\$635
-------------------------	-------

LOBBIES

- Repaint walls	\$4,486
- Repaint ceiling	\$897
- Repaint door face	\$1,755

STAIRWELL

- Repaint walls	\$2,803
- Repaint ceiling	\$2,243
- Repaint handrails	\$926
- Repaint door face	\$1,463

Total Forecast Expenditure for year - June 2031 (Inc GST): \$18,890

Includes GST amount of : \$1,717

June 2032

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace double garage doors 15 years	\$3,970
- Capital Replacement - General	\$870

DRIVEWAYS, PATHWAYS & PARKING

- Maintain pathways 10% of total	\$1,408
----------------------------------	---------

Total Forecast Expenditure for year - June 2032 (Inc GST): \$6,248

Includes GST amount of : \$568

June 2033

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$914
---------------------------------	-------

EXTERNAL WORKS

- Maintain common pipework	\$6,450
----------------------------	---------

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting	\$582
--	-------

AMENITIES

- Provision to replace toilet	\$860
- Provision to replace basin	\$278

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$1,505
--	---------

<u>Total Forecast Expenditure for year - June 2033 (Inc GST):</u>	<u>\$10,589</u>
---	-----------------

Includes GST amount of :	\$963
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June 2034

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$960
---------------------------------	-------

AMENITIES

- Maintain floor tiles	\$658
------------------------	-------

STAIRWELL

- Maintain floor tiles	\$790
------------------------	-------

<u>Total Forecast Expenditure for year - June 2034 (Inc GST):</u>	<u>\$2,408</u>
---	----------------

Includes GST amount of :	\$219
--------------------------	-------

June 2035

Expense
Inc GST

SUPERSTRUCTURE

- Repaint buildings	\$12,347
- Repaint fascia	\$3,408
- Repaint soffits	\$2,499
- Scaffold/access equip allowance	\$13,038
- Repaint door face	\$711
- Repaint posts/columns	\$996
- Provision to replace double garage doors 15 years	\$4,596
- Capital Replacement - General	\$1,007

FURNITURE & FITTINGS

- Provision to replace mail boxes	\$2,696
<u>Total Forecast Expenditure for year - June 2035 (Inc GST):</u>	<u>\$41,298</u>
Includes GST amount of :	\$3,754

June 2036	Expense Inc GST
------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$1,058
<u>Total Forecast Expenditure for year - June 2036 (Inc GST):</u>	<u>\$1,058</u>
Includes GST amount of :	\$96

June 2037	Expense Inc GST
------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$1,111
---------------------------------	---------

DRIVEWAYS, PATHWAYS & PARKING

- Maintain driveway 3% of total	\$1,829
---------------------------------	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$2,526
- Provision to replace door closers	\$305
<u>Total Forecast Expenditure for year - June 2037 (Inc GST):</u>	<u>\$5,772</u>
Includes GST amount of :	\$525

June 2038	Expense Inc GST
------------------	--------------------

SUPERSTRUCTURE

- Provision to replace single garage doors in 15 years	\$3,373
- Provision to replace double garage doors 15 years	\$5,320
- Capital Replacement - General	\$1,166

EXTERNAL WORKS

- Maintain common pipework \$8,233

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting \$743

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers \$1,921

ROOF

- Provision to replace guttering in 20 years \$6,432

Total Forecast Expenditure for year - June 2038 (Inc GST): \$27,188

Includes GST amount of : \$2,472

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
SUPERSTRUCTURE																		
- Repaint buildings	\$6,250	2025	10		7580										12347			
- Repaint fascia	\$1,725	2025	10		2092										3408			
- Replace window fixtures and fittings	\$378	2030	9							585								
- Repaint soffits	\$1,265	2025	10		1534										2499			
- Scaffold/access equip allowance	\$6,600	2025	10		8004										13038			
- Repaint door face	\$360	2025	10		437										711			
- Provision to replace balustrade/handrail fixings	\$270	2031	8								439							
- Repaint posts/columns	\$504	2025	10		611										996			
- Provision to replace single garage doors in 15 years	\$1,475	2038	35															3373
- Provision to replace double garage doors 15 years	\$2,326	2032	3									3970			4596			5320
- Capital Replacement - General	\$510	2024	1	589	619	649	682	716	752	789	829	870	914	960	1007	1058	1111	1166
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways 10% of total	\$825	2032	11									1408						
- Maintain driveway 3% of total	\$840	2030	7							1300							1829	
EXTERNAL WORKS																		
- Maintain common pipework	\$3,600	2028	5					5054					6450					8233

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
FURNITURE & FITTINGS																		
- Provision to replace mail boxes	\$1,365	2035	25												2696			
- Install/Replace sensors/exits/emergency lighting	\$325	2028	5					456					582					743
- Maintain bathroom waterproofing 33% of total	\$1,485	2031	15								2413							
- Ongoing partial replacement of exterior lighting	\$1,160	2029	8						1710								2526	
- Provision to replace intercom handsets	\$1,590	2030	15							2461								
- Provision to upgrade intercom systems & associated equipment	\$1,450	2030	15							2244								
- Provision to replace door closers	\$140	2030	7							217								305
AMENITIES																		
- Repaint walls/ceiling	\$391	2031	10								635							
- Maintain floor tiles	\$350	2027	7				468							658				
- Provision to replace toilet	\$480	2033	20										860					
- Provision to replace basin	\$155	2033	20										278					
FIRE PROTECTION SYSTEMS																		
- Provision to replace portable fire extinguishers	\$840	2028	5					1179					1505					1921
LOBBIES																		
- Repaint walls	\$2,760	2031	10								4486							
- Repaint ceiling	\$552	2031	10								897							
- Repaint door face	\$1,080	2031	10								1755							
ROOF																		
- Maintain roof ridge capping/tiles	\$2,025	2029	12						2985									
- Provision to replace guttering in 20 years	\$2,812	2038	5															6432

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
STAIRWELL																		
- Repaint walls	\$1,725	2031	10								2803							
- Repaint ceiling	\$1,380	2031	10								2243							
- Repaint handrails	\$570	2031	10								926							
- Maintain floor tiles	\$420	2027	7				562							790				
- Replace carpet	\$4,320	2029	12						6368									
- Repaint door face	\$900	2031	10								1463							
Total				589	20876	649	1711	7406	11815	7597	18890	6248	10589	2408	41298	1058	5772	27188
Includes GST amount of				54	1898	59	156	673	1074	691	1717	568	963	219	3754	96	525	2472

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
SUPERSTRUCTURE																		
- Repaint buildings	\$6,250	2025	10	3698	7580	982	2012	3095	4231	5424	6677	7993	9374	10824	12347	1599	3278	5041
- Repaint fascia	\$1,725	2025	10	1020	2092	271	555	854	1168	1497	1843	2206	2587	2988	3408	441	905	1391
- Replace window fixtures and fittings	\$378	2030	9	72	147	227	310	397	489	585	82	169	259	355	455	559	670	785
- Repaint soffits	\$1,265	2025	10	748	1534	199	407	626	856	1098	1351	1618	1897	2191	2499	324	663	1020
- Scaffold/access equip allowance	\$6,600	2025	10	3904	8004	1037	2125	3268	4468	5728	7051	8440	9898	11430	13038	1688	3461	5323
- Repaint door face	\$360	2025	10	213	437	57	116	178	244	312	384	460	540	623	711	92	189	290
- Provision to replace balustrade/handrail fixings	\$270	2031	8	46	94	145	198	254	313	374	439	68	139	214	292	375	462	553
- Repaint posts/columns	\$504	2025	10	298	611	79	162	250	341	438	539	645	756	873	996	129	264	407
- Provision to replace single garage doors in 15 years	\$1,475	2038	35	156	320	493	674	864	1063	1273	1493	1724	1966	2221	2488	2769	3064	3373
- Provision to replace double garage doors 15 years	\$2,326	2032	3	360	738	1135	1552	1989	2449	2931	3438	3970	1458	2989	4596	1688	3459	5320
- Capital Replacement - General	\$510	2024	1	589	619	649	682	716	752	789	829	870	914	960	1007	1058	1111	1166
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways 10% of total	\$825	2032	11	128	262	403	550	706	869	1040	1219	1408	169	347	534	731	937	1153
- Maintain driveway 3% of total	\$840	2030	7	160	327	503	688	882	1086	1300	225	461	708	968	1241	1528	1829	316
EXTERNAL WORKS																		
- Maintain common pipework	\$3,600	2028	5	915	1875	2883	3942	5054	1167	2393	3680	5031	6450	1490	3054	4697	6422	8233

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
FURNITURE & FITTINGS																		
- Provision to replace mail boxes	\$1,365	2035	25	169	347	534	730	936	1152	1379	1617	1868	2130	2406	2696	191	392	603
- Install/Replace sensors/exits/emergency lighting	\$325	2028	5	83	169	260	356	456	105	216	332	454	582	134	276	424	580	743
- Maintain bathroom waterproofing 33% of total	\$1,485	2031	15	253	518	797	1089	1396	1719	2057	2413	232	477	733	1002	1284	1581	1893
- Ongoing partial replacement of exterior lighting	\$1,160	2029	8	251	515	793	1084	1389	1710	265	542	834	1140	1462	1799	2154	2526	391
- Provision to replace intercom handsets	\$1,590	2030	15	302	620	953	1303	1670	2056	2461	237	486	747	1022	1310	1613	1930	2264
- Provision to upgrade intercom systems & associated equipment	\$1,450	2030	15	276	565	869	1188	1523	1875	2244	216	443	682	932	1195	1470	1760	2064
- Provision to replace door closers	\$140	2030	7	27	55	84	115	147	181	217	37	77	118	161	207	255	305	53
AMENITIES																		
- Repaint walls/ceiling	\$391	2031	10	66	136	210	287	367	452	541	635	82	169	259	354	454	559	669
- Maintain floor tiles	\$350	2027	7	109	223	342	468	81	166	255	348	447	550	658	114	233	358	490
- Provision to replace toilet	\$480	2033	20	68	140	216	295	378	465	557	653	754	860	69	141	217	297	381
- Provision to replace basin	\$155	2033	20	22	45	70	95	122	150	180	211	244	278	22	46	70	96	123
FIRE PROTECTION SYSTEMS																		
- Provision to replace portable fire extinguishers	\$840	2028	5	213	437	673	920	1179	272	558	859	1174	1505	348	713	1096	1498	1921
LOBBIES																		
- Repaint walls	\$2,760	2031	10	470	963	1481	2025	2596	3195	3825	4486	581	1191	1831	2504	3210	3952	4730
- Repaint ceiling	\$552	2031	10	94	193	296	405	519	639	765	897	116	238	366	501	642	790	946
- Repaint door face	\$1,080	2031	10	184	377	579	792	1016	1250	1496	1755	227	466	716	979	1256	1546	1850

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
ROOF																		
- Maintain roof ridge capping/tiles	\$2,025	2029	12	439	900	1383	1891	2425	2985	337	690	1062	1451	1861	2291	2742	3216	3713
- Provision to replace guttering in 20 years	\$2,812	2038	5	298	611	940	1285	1647	2027	2427	2846	3287	3749	4235	4744	5280	5842	6432
- Provision to replace down pipes in 25 years	\$4,095	2048	30	320	655	1008	1377	1766	2174	2602	3052	3524	4020	4540	5087	5661	6263	6896
STAIRWELL																		
- Repaint walls	\$1,725	2031	10	294	602	925	1265	1622	1997	2390	2803	363	744	1144	1564	2005	2469	2955
- Repaint ceiling	\$1,380	2031	10	235	482	740	1012	1298	1598	1912	2243	290	595	916	1252	1605	1975	2365
- Repaint handrails	\$570	2031	10	97	199	306	418	536	660	790	926	120	246	378	517	662	816	976
- Maintain floor tiles	\$420	2027	7	130	267	411	562	97	199	306	418	536	660	790	136	280	430	588
- Replace carpet	\$4,320	2029	12	936	1919	2951	4035	5173	6368	718	1473	2265	3097	3970	4887	5850	6861	7922
- Repaint door face	\$900	2031	10	153	314	483	660	847	1042	1247	1463	189	388	597	817	1047	1289	1543
TOTAL ACCRUALS				17207	15015	25718	35918	40914	42118	47331	41513	48470	52609	65615	40500	56321	68274	59694

* Bold blue items listed above are expense items that occur in that year.

REPORT INFORMATION

The values included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufactures and installers and working knowledge of each buildings configuration at the time of inspection.

Every endeavour has been undertaken to accurately compile a budget for the maintenance, repair, renewal or replacement of the items of a non-routine nature that have been identified in this report. However as there is no definitive scope of works for maintenance, repair, renewal or replacement of the items contained in this report it is expected that if said items were put to tender, the quotations received would vary significantly dependent upon the timing and scope of works to that will be undertaken. For this reason it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The installation date, present condition and estimated life of each item is determined at the time of the site inspection from a visual inspection, the age of the building (where this information is provided) and any other relevant information provided by the Owners at the time of inspection. This information is then communicated in the report by way of nominated total life cycle in comparison with expected remaining life. The life cycles of each of the items will vary depending upon where the building is located, for example buildings near a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

This Capital Works plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report wherever possible. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a cursory visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection. The primary purpose of the inspection is to determine the materials used in the construction of the building that need to be maintained, estimate the quantities of same, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of the repairs and replacements identified for restorative purposes only. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property.

The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific condition of specialist items and equipment such as gas fittings and supply systems; heritage listing conditions or requirements; fire protection fittings and systems; HVAC fittings and systems site drainage; electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings; security concerns; detection and identification of illegal building work; and the durability of exposed finishes.

The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety report and no assessment was made as to the compliance or otherwise of any pool barrier or common property windows.

AREAS NOT INSPECTED

- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation or neighbouring buildings.
- Part or parts of the Common Property plant and equipment where specialised knowledge or equipment is required to carry out the inspection, particularly in respect of its' operation.
- Part or parts of the retaining walls, fencing where not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.





ANNEXURE A

Schedule 1 By-laws (Section 42)

Note.

The matters that were previously contained in By-laws 1–11 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986 have been included as provisions of this Act and are therefore no longer by-laws.

1 Noise

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

Note.

This by-law was previously by-law 12 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 13 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

2 Vehicles

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

Note.

This by-law was previously by-law 13 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 14 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

3 Obstruction of common property

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

Note.

This by-law was previously by-law 14 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 15 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

Note.

This by-law was previously by-law 15 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 16 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

Note.

This by-law was previously by-law 16 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 17 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

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.

Note.

This by-law was previously by-law 17 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 18 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

7 Children playing on common property in building

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

Note.

This by-law was previously by-law 18 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 19 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

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.

Note.

This by-law was previously by-law 19 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 20 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

9 Depositing rubbish and other material on common property

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

Note.

This by-law was previously by-law 20 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 21 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

10 Drying of laundry items

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

Note.

This by-law was previously by-law 21 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 22 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

11 Cleaning windows and doors

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

Note.

This by-law was previously by-law 22 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 23 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

12 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Note.

This by-law was previously by-law 23 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 24 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

13 Moving furniture and other objects on or through common property

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

Note.

This by-law was previously by-law 24 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 25 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

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.

Note.

This by-law was previously by-law 25 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 26 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

15 Garbage disposal

An owner or occupier of a lot:

(a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a),

(e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

Note.

This by-law was previously by-law 26 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 27 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

16 Keeping of animals

(1) Subject to section 49 (4), an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Note.

This by-law was previously by-law 27 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 28 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

17 Appearance of lot

(1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.

Note.

This by-law was previously by-law 29 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 30 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

18 Notice-board

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

Note.

This by-law was previously by-law 3 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 3 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

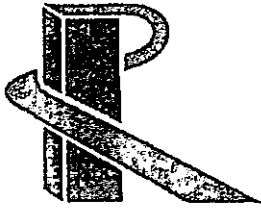
19 Change in use of lot to be notified

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).

SPECIAL BY-LAW 1

The Owners – Strata Plan No. 10095 SPECIALLY RESOLVE pursuant to sections 142,143 Strata Schemes Management Act 2015 to make an additional by-law on the following terms:

- 1) To the extent the following by-laws contradict any adopted by-law pertaining to common property, the following by-laws prevail and supersede:
- 2) Demolition of Structural Kitchen Wall in Unit 4:
 - a. Wall to be demolished to create an open plan space between the kitchen and living area.
 - b. Works must be carried out by a licensed demolition company.
 - c. 250pfc (parallel flange channel) beam be installed in accordance with certified engineer's instructions.
- 3) New Floor Finishes to Kitchen and Lounge in Unit 4:
 - a. Installation of new Quick-Step bamboo flooring will be installed atop 5mm regupol rubber underlay.
- 4) New Floor and Wall Tiles to Bathroom, Toilet, Laundry and Balcony in Unit 4:
 - a. Floor and wall tiles to be installed by qualified tilers.
 - b. Waterproofing will be undertaken prior to installation of tiles, and all certification will be provided by the tiling company upon completion.
- 5) New Balcony Bi-Fold Door in Unit 4:
 - a. Installation of new commercial quality bi-fold doors to replace the existing sliding door.
 - b. Doors to be clear anodised aluminium, in keeping with the existing sliding door frame and windows.
- 6) Pull Down Access Ladder in Unit 4:
 - a. Installation of attic access ladder with 2 layers of plasterboard to enable use of roof space immediately above Unit 4.
 - b. The roof space area must be enclosed with plasterboard sheets.
 - c. Additional ceiling joists will be installed to ensure structural integrity
 - d. 16mm MDF sheets installed as a floating floor.
- 7) Gas Installation in Unit 4:
 - a. Installation of a gas line running from Wolseley Street (underground), climbing the exterior wall of the block immediately adjacent to the downpipe.
 - b. Gas hot water heater to be installed to the exterior wall of the laundry within the balcony area.
 - c. Gas stove top to be installed to the kitchen. Gas point also installed within living area to gas fireplace, flue to external through roof space, and through roof above.
- 8) Liability: The owner will be liable for any damage caused to any part of the common property as a result of the works set out in the abovementioned by-laws and agrees to make good the damage as soon as reasonably possible. The Lot Owner is responsible for the upkeep and maintenance of all changes to Lot 4, any resulting attachments to common property, and any damage caused to common property as a result of the works or as a result of removing or replacement of the works.
- 9) Right to Remedy Default: If the owner fails to comply with by-law 8, then the Owners Corporation may carry out the necessary works and recover the costs for doing so from the owner.



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22/1/13 REVA

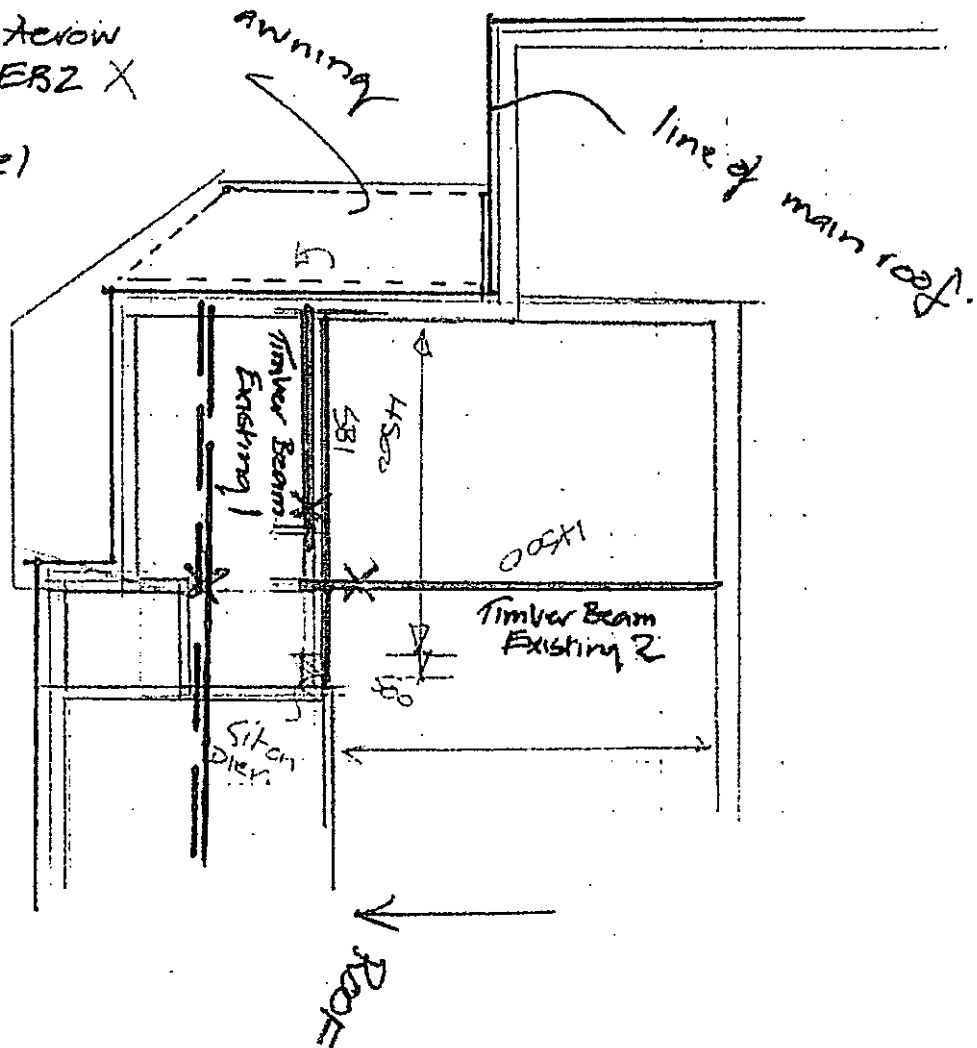
Client: N. Ashton.	Date: 17/1/13 A	
Project/Job: 4/7 Walsley St	Job No.: 13010	Sheet No.: 1/6
Subject: Drummayne - Roof Beam	By:	

Demolition

2 NO 1 Props across
under EB1 & EB2 X

Insert new steel
beam SB1
(200PFL TBC)

Add
Acrow prop
to
underpull in.





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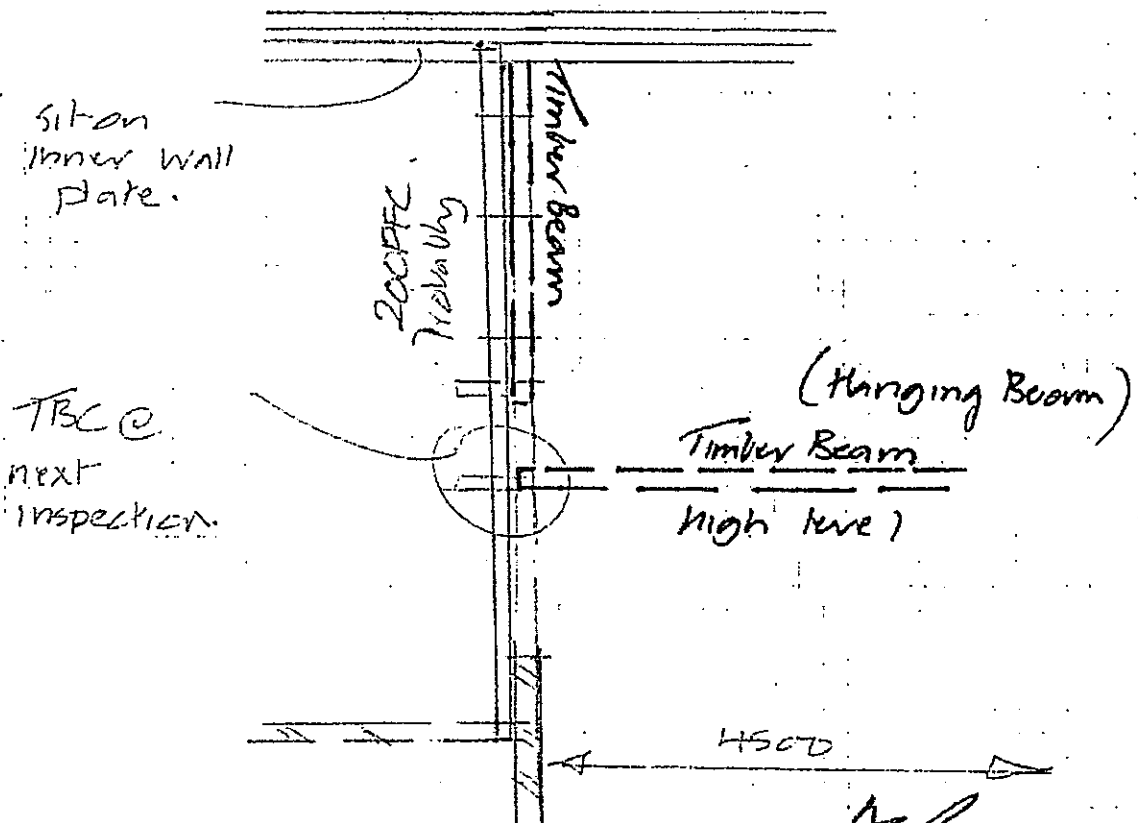
Specialist Civil & Structural Engineering Services

12 Laycock Street, Neutral Bay NSW 2069 • Email: charles@charlesrichard.com.au
Tel: (02) 9904 5610 • Fax: (02) 9904 5642 • Mob: 0418 238 247

22/11/13 REV *

Client: N Ashton	Date: 17/11/13
Project/Job: 4/7 Walsley St	Job No.: 13010
Subject: Roof Beam	Sheet No.: 2/6
	By:

See sheet 6



Action Plan

- Demolish low level wall to kitchen.
- Install Prop 1 to EB1.
- Install Prop 2 to EB2 - note how ceiling
- cut 1200mm long slot to allow 5m Beam into ceiling
- CR to inspect after slot cut & then remove beam

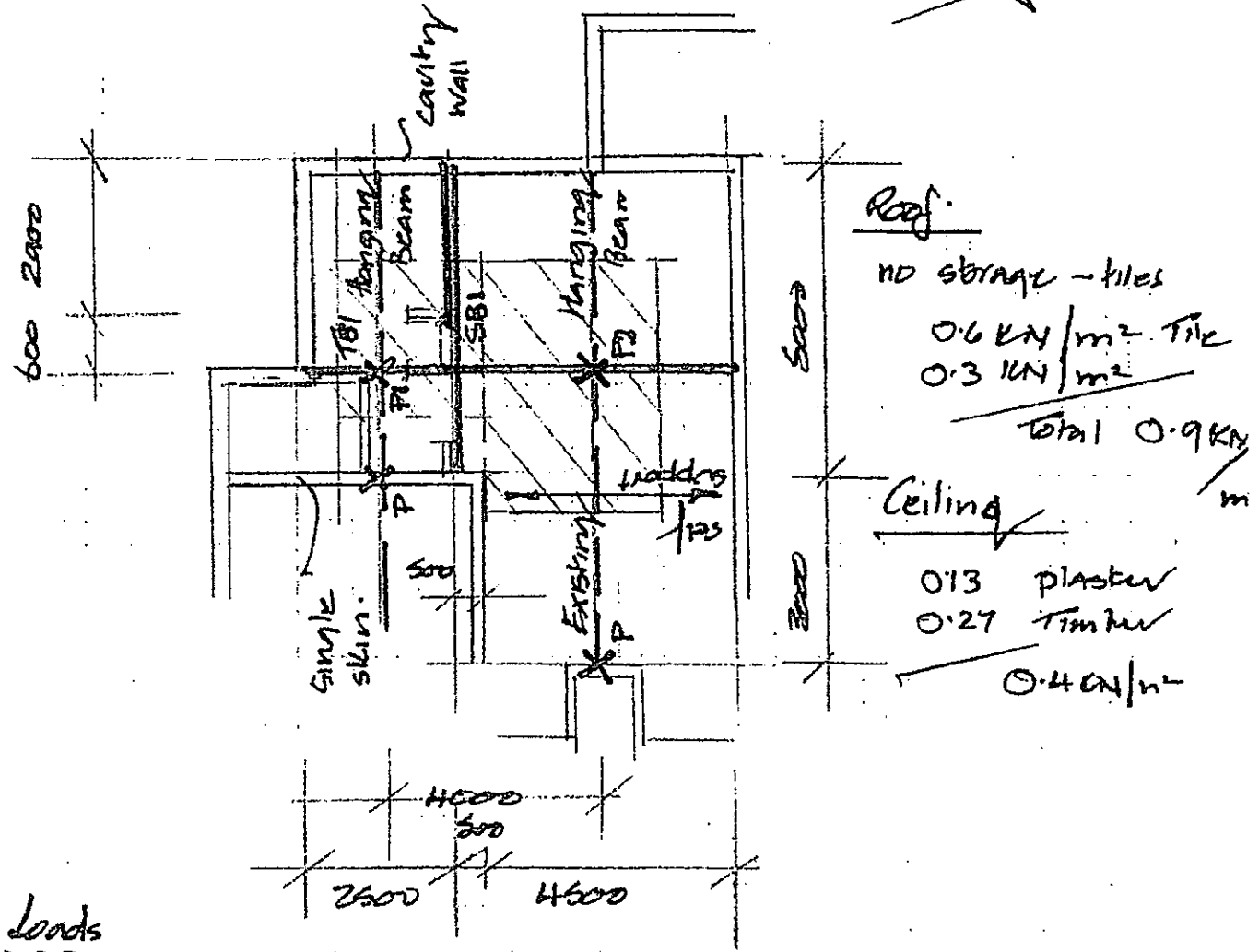


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Client: N Ashton	Date: 22/1/13
Project/Job:	Job No.: 13010
Subject:	Sheet No.: 3
	By:



Roof
 no storage - tiles
 0.6 kN/m² Tile
 0.3 kN/m²

 total 0.9 kN/m²

Ceiling
 0.13 plaster
 0.27 timber

 0.4 kN/m²

Loads

$P1 = 0.9 \times 2.5 \times 2.6 = 6 \text{ kN}$ $P2 = 0.9 \times 3.25 \times 4 = 12 \text{ kN}$
 Roof only
 ceiling : $0.4 \times 2.5 \times 3 = 3 \text{ kN}$
 SBI
 $0.4 \times 4 = 1.6 \text{ kN/m}$

15 kN

A division of Redlands Holdings Pty Ltd ABN 13 953 601 732



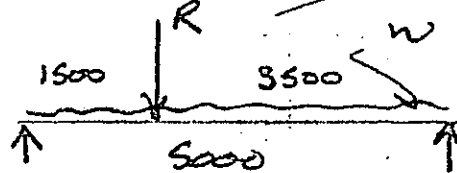
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Client: <u>N Ashton</u>	Date: <u>22/1/03</u>	
Project/Job:	Job No.: <u>13010</u>	Sheet No.: <u>4</u>
Subject:	By:	

SBI



$$R = \frac{P_1 + P_2}{2} = \frac{21}{2} = 12 \text{ kN}$$

$$w = \text{wall removed} + \text{ceiling load} = 1.6 \text{ kN/m}$$

Bending
$$M = \frac{12 \times 1.5 \times 3.5}{5.0} + \frac{1.6 \times 5^2}{8} = 12.6 + 5.0 = 18 \text{ kNm}$$

$$Z_{reqd} = \frac{18 \times 10^3}{105} = 109 \text{ cm}^3 < 111 \text{ 150 PFC} < 191 \text{ 200 PFC}$$

$$\delta = \frac{5 \times 16 \times 4 \times 10^{12}}{334 \times 2.1 \times 10^5 \times 10^6 \times 8.34} + \frac{0.9 \times 12 \times 5^3 \times 10^{12}}{48 \times 2.1 \times 10^5 \times 10^6 \times 8.34}$$

7.4 mm + 16 = 24 mm (L/200)

Increase Beam due to uneven levels.

$$200 \text{ PFC: } \delta = \frac{24 \times 8}{19} = 10 \text{ mm (L/500)}$$

Reaction:
$$P_R = 12 \times 3.5 + 1.6 \times 2.5$$

$$8.4 + 4 = 13 \text{ kN}$$

Bearing
$$\frac{13 \times 10^3}{100 \times 1} = 130 \text{ mm}$$

Operation of by-law

1. The Owner under this by-law is the owner or owners of lots 1-6.
2. In the event of an inconsistency between this by-law and any other by-law applicable to strata scheme 10095, the terms of this by-law shall prevail to the extent of that inconsistency.
3. The Owner has right to perform Minor Renovation Works and keep the Minor Renovation Works installed on the common property subject to the conditions set out in this by-law.
4. The rights and obligations conferred under this by-law are conferred jointly and severally.

Definitions

5. In this by-law, unless the context otherwise requires:
 - (a) **Act** means the *Strata Schemes Management Act, 2015*.
 - (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
 - (c) **Building** means the building situated at 7 Wolseley Street, Drummoyne.
 - (d) **Council** means City of Canada Bay Council.
 - (f) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) workers compensation insurance; and
 - (iii) insurance required under the *Home Building Act, 1989* (if any).
 - (g) **Lot** means lots 1-6 in strata scheme 10095.
 - (h) **Minor Renovation Works** means the Owner's works to the Lot and the common property to be carried out for and in connection with:
 - (i) renovating a kitchen;
 - (ii) changing or installing recessed light fittings;
 - (iii) installing or replacing wood or other hard floors;
 - (iv) installing or replacing wiring or cabling or power or access points;
 - (v) work involving reconfiguring walls (excluding common property and/or load bearing 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;
 - (xii) installing ceiling insulation;
 - (xiii) installing a ceiling fan;
 - (xiv) installing a dog door;
 - (xv) installing a garage door;
 - (xvi) installing a garage door motor; and
 - (xvii) any other worked prescribed by section 110 of the Act or regulation 28 of the Regulations as being minor renovation works

together with:

 - (A) ancillary works to facilitate the works referred to above; and
 - (B) restoration of lot and common property (including the Lot) damaged by the works referred to above, and to be conducted strictly in accordance with the provisions of this by-law and any consents provided pursuant to this by-law.
 - (i) **Owner** means the owner or owners of the Lot.
 - (j) **Owners Corporation** means The Owners – Strata Plan No. 10095.
 - (k) **Plans** means the plans, documents, drawings and images for the Minor Renovation Works (if applicable).
 - (l) **Regulations** means the *Strata Schemes Management Regulation, 2016*.

6. In this by-law, unless the context otherwise requires:
 - (a) the singular includes the plural and vice versa;
 - (b) any gender includes the other gender;
 - (c) any terms in the by-law will have the same meaning as those defined in the Act;
 - (d) references to legislation include references to amending and replacing legislation;
 - (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
 - (f) references to any Minor Renovation Works under this by-law include ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

Conditions

7. Before the Works commence, the Owner must:
 - (a) provide a copy of the Plans to the Owners Corporation;
 - (b) obtain all necessary approvals from any Authority and provide a copy to the Owners Corporation;
 - (c) obtain the written approval for the location, type, size and make of the Minor Renovation Works from the Owners Corporation (such approval not to be unreasonably withheld) and the strata committee is hereby delegated the function of giving such approvals on behalf of the Owners;
 - (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight hours of any request from the Owners Corporation; and
 - (e) effect and maintain Insurance and provide a copy to the Owners Corporation (if requested by the Owners Corporation).
8. To be compliant under this by-law, the Minor Renovation Works (if approved) must:
 - (a) be in keeping with the appearance and amenity of the Building in the reasonably held opinion of the Owners Corporation;
 - (b) be manufactured and designed to specifications for domestic use;
 - (c) comply with the provisions of the Building Code of Australia and Australian Standards (where relevant);
 - (d) comply with the *Home Building Act, 1989* (where relevant); and
 - (e) comprise materials that are new and suitable for the purpose for which they are used.
9. To be compliant under this by-law, any air-conditioning works (if approved) must have a condenser unit (external) that:
 - (a) is installed unobtrusively on the balcony or courtyard part of the Lot (or as otherwise specified by the Owners Corporation);
 - (b) is not visible from street level;
 - (c) has all pipe work covered with steel piping in the same colour from time to time as the exterior walls of the Building or as otherwise reasonably directed by the Owners Corporation;
 - (d) has all hole and/or penetrations made in order to facilitate the installation adequately sealed and waterproofed; and
 - (e) does not exceed 65Db(A) or such other acceptable sound rating as may be specified by an Authority or the Owners Corporation from time to time.
10. While the Minor Renovation Works are in progress the Owner of the Lot must:
 - (a) use duly licensed employees, contractors or agents to conduct the Minor Renovation Works;
 - (b) ensure that the Minor Renovation Works are carried out utilising only highest quality materials which are fit for purpose and used in accordance with the manufacturer's directions;
 - (c) ensure the Minor Renovation Works are conducted in a proper and workmanlike manner and comply with the relevant building codes and standards;
 - (d) ensure that the Minor Renovation Works are carried out expeditiously and with a minimum of disruption;
 - (e) ensure that any electricity or other services required to operate the Minor Renovation Works are installed so that they are connected to the Lot's electricity or appropriate supply;
 - (f) only carry out the Minor Renovation Works at times reasonably approved by the Owners Corporation;
 - (g) perform the Minor Renovation Works within three (3) months of their commencement or such other period as reasonably approved by the Owners Corporation;
 - (h) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;

- (i) protect all affected areas of the Building outside the Lot from damage relating to the Minor Renovation Works;
 - (j) ensure that the Minor Renovation Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
 - (k) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation; and
 - (l) not vary or increase the scope of Minor Renovation Works without first obtaining the consent in writing from the Owners Corporation.
11. After the Minor Renovation Works have been completed, the Owner must:
- (a) notify the Owners Corporation that the Minor Renovation Works have been completed;
 - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Minor Renovations Works and not permitted by this by-law has been rectified;
 - (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law from time to time;
 - (d) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Minor Renovation Works.
12. The Owners Corporation's right to access the Lot arising under this by-law expires as soon as it is reasonably satisfied that the provisions of Clause 11 above have been complied with.
13. The Owner:
- (a) must not carry out any alterations or additions or do any works (other than Minor Renovation Works expressly approved under this by-law);
 - (b) must properly maintain and upkeep the Minor Renovation Works;
 - (c) must ensure that the Minor Renovation Works and their use do not contravene any statutory requirements of any Authority;
 - (d) must use reasonable endeavours to cause as little disruption as possible when using the Minor Renovation Works;
 - (e) must ensure that the Minor Renovation Works do not create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property;
 - (f) must ensure that the Minor Renovation Works do not cause water escape or water penetration to lot or common property;
 - (g) must comply with all directions, orders and requirements of any Authority relating to the Minor Renovation Works and their use;
 - (h) remains liable for any damage to lot or common property (including the Lot) arising out of the Minor Renovation Works;
 - (i) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Minor Renovations Works including their use.
14. If the 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) enter upon any part of the Lot to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.
15. The Minor Renovation Works will always remain the property of the Owner
16. In the event that the Owner desires to remove the Minor Renovation Works, the provisions of Clauses 10-13 will apply.

Part 1**Part 1.1 – Application of by-law**

Notwithstanding anything contained in the by-laws applicable to the scheme, all Owners and occupiers are subject to the provisions of Part 3 of this by-law.

Part 1.2 – This by-law to prevail

If there is any inconsistency between any by-laws applicable to the scheme and this by-law, then the provisions of this by-law shall prevail to the extent of that inconsistency.

If there is any direct inconsistency between this by-law and an Order of a Court or Tribunal, then the Order shall prevail to the extent of that inconsistency.

Part 2 – Definitions and interpretations

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

- (a) **Act** means the *Strata Schemes Management Act, 2015*.
- (b) **Contractor** means any contractor, employee or tradesperson engaged by the Owners Corporation to carry out works on behalf of the Owners Corporation from time to time, whether or not on a recurring basis.
- (c) **Court or Tribunal** means any Australian court or tribunal
- (d) **Fire Certifier** means any certifier engaged to perform a Fire Safety Inspection or Fire Safety Services on behalf of Strata Scheme 10095 from time to time.
- (e) **Fire Safety Inspection** means any inspection carried out on lot or common property by a Fire Certifier for the purpose of assessing the fire safety compliance status of Strata Scheme 10095 with respect to applicable fire safety regulations.
- (f) **Fire Safety Services** means any services carried out on lot or common property by a Fire Certifier.
- (g) **Lot** means any lot in Strata Scheme 10095.
- (h) **Notice to Comply** means a notice served on an owner or occupier of a Lot requiring the owner or occupier to comply with a specified by-law, pursuant to section 146 of the Act.
- (i) **Order** means an order of any Court or Tribunal.
- (j) **Owner** means the owner of the Lot.
- (k) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 10095.
- (l) **Proceedings** means any application to or action in any Court or Tribunal.

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

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

2.3 For the avoidance of doubt, Fire Safety Inspections include regular periodic inspections and subsequent inspections required to further investigate or rectify fire safety defects and / or hazards.

Part 3 – Recovery of expenses

3.1 An Owner or occupier of a Lot who:

- (a) fails to nominate an appropriate time for their lot to be inspected in relation to a Fire Safety Inspection or be made available for Fire Safety Services to be conducted by a Fire Certifier within a period of time nominated by the Owners Corporation despite being requested to do so by the Owners Corporation;
- (b) nominates a time for their lot to be inspected in relation to a Fire Safety Inspection or be made available for Fire Safety Services to be conducted by a Fire Certifier but fails to make their lot available at the nominated time;
- (c) causes, through their actions or omissions (including but not limited to the performance of unauthorised works to lot or common property) the Owners Corporation to be issued with a fire order;

- (d) triggers a false fire alarm and/or causes, through their actions or omissions the Owners Corporation to incur false fire alarm call out charges from Fire and Rescue NSW (whether directly or through the Owners Corporation's contractor);
- (e) liaises with, corresponds with, directs or instructs the Owners Corporation's Contractor or engages in discourse with the Contractor in relation to any matter being attended to on behalf of the Owners Corporation by the Contractor, without the prior written approval of the Owners Corporation;
- (f) fails to nominate an appropriate time for their Lot to be inspected by a Contractor or made available for works by a Contractor within a period of time nominated by the Owners Corporation despite being requested to do so by the Owners Corporation;
- (g) nominates a time for their lot to be inspected by a Contractor or made available for works by a Contractor but fails to make their lot available at the nominated time;
- (h) instigates, commences or continues with any Proceedings (including but not limited to appeal proceedings), and such Proceedings are dismissed, withdrawn, discontinued, struck out or give rise to Orders against the Owner or occupier;
- (i) contravenes any by-law applicable to the strata scheme, and is issued with a Notice to Comply by the Owners Corporation in relation to that breach;
- (j) instigates or allows repairs by the Owners Corporation's Contractor to the Owner's Lot property, whether directly or through the property manager for the respective Lot;
- (k) causes (through their direct or indirect action or omission) the Owners Corporation to incur additional strata management expenses (for example, by way of instruction to the strata managing agent without the authority or approval of the Owners Corporation);
- (l) causes the Owners Corporation to convene a general meeting or strata committee meeting to consider the Owner's proposed renovation Works (whether or not the proposed renovation works are Minor Renovation Works for the purposes of section 110 of the Act);
- (m) causes the Owners Corporation to incur by-law drafting and/or registration expenses in relation to the Owner's proposed renovation Works; or
- (n) damages or defaces common property (whether or not wilfully), causing the Owners Corporation to incur repair costs in connection with that damage;

Indemnifies the Owners Corporation for the expenses incurred in connection with that conduct.

3.2 For the avoidance of doubt, the reference to expenses in clause 3.1 above includes (but is not limited to):

- (a) Fire Certifier expenses;
- (b) the sum of any fire order;
- (c) strata managing agent fees;
- (d) legal costs and disbursements;
- (e) expert fees;
- (f) expenses incurred by the Owners Corporation in connection with issuing a Notice to Comply;
- (g) Contractor callout fees;
- (h) Associated expenses incurred by the Owners Corporation in connection with the maintenance, repair, renewal or replacement of Owners' Lot property; and
- (i) New South Wales Land Registry Service registration fees.

3.3 The expenses referred to in paragraph 3.1 above are payable by the relevant Owner or occupier to the Owners Corporation within 14 days of being served with written notice by the Owners Corporation.

3.4 If an Owner or occupier fails to comply with any obligation under this by-law the Owners Corporation may recover the costs of enforcement of this by-law from the Owner or occupier as a debt due (and include reference of that debt on levy notices and any other levy reports or information) and the Owner or occupier acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

3.5 The Owners acknowledge that the Owners Corporation may recover any expenses pursuant to this by-law with respect to a Lot from the Owner of the respective Lot. For the avoidance of doubt, the Owners Corporation may recover expenses from an Owner of a Lot in circumstances where the expenses were occasioned by, relate to or are the direct or indirect result of the actions or omissions of the occupier of the Lot.

PART 1.1: Application of By-Law

Notwithstanding anything contained in the by-laws applicable to the scheme, all Owners and occupiers are subject to the provisions of Part 3 of this by-law.

PART 1.2: This By-Law to Prevail

If there is any inconsistency between any by-laws applicable to the scheme and this by-law, then the provisions of this by-law shall prevail to the extent of that inconsistency.

If there is any direct inconsistency between this by-law and an Order of a Court or Tribunal, then the Order shall prevail to the extent of that inconsistency.

PART 2: Definitions and Interpretations

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

- (a) **Act** means the Strata Schemes Management Act, 2015 (NSW).
- (b) **Building** means the building in which the strata scheme is situated at 7 Wolseley Street, Drummoyne.
- (c) **Court or Tribunal** means any Australian court or tribunal.
- (c) **Excess** means any excess applicable under the Insurance Policy.
- (d) **Insurance Claim** means a claim on the owners corporations Insurance Policy by the owners corporation.
- (e) **Insurance Policy** means the owners corporations building damage insurance policy with an approved insurer pursuant to section 83 of the Act.
- (f) **Lot** means any lot in Strata Scheme 10095.
- (g) **Owner** means the owner of the Lot.
- (h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 10095.

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

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

Part 3: Recovery

3.1 In addition to the powers, duties and functions imposed on the Owners Corporation pursuant to the Act, the Owners Corporation has the additional power to recover the Excess pursuant to the terms of this by-law.

3.2 In the event that:

- (a) the Owners Corporation or Owner makes an Insurance Claim on the Insurance Policy; and
- (b) the Insurance Claim relates only to a part or part of the Strata Scheme that is comprised in a Lot and is not common property;

the Owner of the respective lot must reimburse the Owners Corporation the full amount of the Excess and indemnifies the Owners Corporation to the extent of the Excess in connection with the Insurance Claim.

3.3 The reimbursement referred to in paragraph 3.1 above is payable by the relevant Owner to the Owners Corporation within 14 days of being served with written notice by the Owners Corporation.

3.4 If an Owner or occupier fails to comply with any obligation under this by-law the Owners Corporation may recover the Excess, together with the costs of enforcement of this by-law from the Owner or occupier as a debt due (and include reference of that debt on levy notices and any other levy reports or information) and the Owner or occupier acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

1. Introduction

This special by-law is made pursuant to section 108 of the Strata Schemes Management Act 2015, in respect of the works the owner proposes to carry out upon the lot.

2. Definitions

In this by-law:

"common property" means the common property in Strata Plan 10095

"lot" means lot 1 in Strata Plan No. 10095

"owner" means the owner for the time being of the lot (being the current owner and all successors in title)

"owners corporation" means 'The Owners - Strata Plan No. 10095

"works" means the alterations and additions to the lot and the adjacent common property consisting of:

- Stripping out the bathroom including floor and wall tiles, hob in shower, bath, and vanity
- Stripping out the toilet room including floor tiles, bowl and cistern
- Stripping out the laundry room including floor tiles and tub
- Create new door opening for Bed 1 and for Bed 2, instal doors
- Remove doors from bathroom and toilet room
- Install new stud walls to former door of Bed 2, to create two bathrooms, and in the hall
- Remove existing bathroom window, install 2 windows
- Reconfiguring existing or upgrading when required plumbing and electricals to Australian Standards
- Tiling the floor and walls of the bathrooms and laundry, after applying a waterproof membrane
- Installing new fixtures, fittings, appliances and light fittings to the bathrooms and laundry
- Removing existing sliding balcony doors and replacing with new folding doors
- Installing retractable clothesline

As are more fully described on the Plan attached.

3. Works Authorisation, Special Privileges & Exclusive Use Rights

The owners corporation:

- a) authorises the works,
- b) confers on the owner a special privilege to carry out the works to and on the common property and to permit the works to remain on that common property, and
- c) grants the owner the exclusive use and enjoyment of those parts of the common property occupied by the works, upon and subject to the conditions set out in this by-law.

4. The Conditions

4.1 Before commencing the Works

(a) Insurance Certificate

Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the works which must include evidence of public liability cover of not less than \$10,000,000 in respect of any claim and which must note the interest of the owners corporation and a certificate of insurance evidencing any Home Building Compensation Fund insurance for the works that is required under and complies with the Home Building Act 1989.

(b) Costs of this By-Law

Before commencing the works, the owner must pay all reasonable costs of the owners corporation incurred in connection with the preparation, review, 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 those costs are paid by the owner.

4.2. During the Works

- (a) **Quality of the Works**
The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.
- (b) **Licensed Contractors**
All contractors engaged in carrying out the works must be appropriately qualified and licensed under the Home Building Act 1989.
- (c) **Specifications for the Works**
The owner must ensure that the works are carried out and completed in accordance with the quote and specifications for them. In all other respects, but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. And In the event of a conflict, the Building Code of Australia shall apply.
- (d) **Time for Completion of the Works**
The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.
- (e) **Work Hours**
The owner must ensure that the works are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am - 5.00pm on Monday- Friday.
- (f) **Noise and Disturbance**
The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
- (g) **Location of the Works**
The works must be carried out entirely on the lot and the common property occupied by the works adjacent to the lot and must not encroach upon any other part of the common property or any other lot.
- (h) **Transportation of Construction Materials and Equipment**
The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.
- (i) **Debris**
The owner must ensure that any debris associated with the works is removed daily (if possible) and strictly in accordance with any reasonable directions given by the owners corporation.
- (j) **Protection of Building**
The owner must protect the common property that is affected by the works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction materials, equipment and debris are transported over it.
- (k) **Daily Cleaning**
The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.
- (l) **Storage of Building Materials on Common Property**
The owner must make sure that no building materials are stored on the common property.
- (m) **Times for Operation of Noisy Equipment**
The owner must make sure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building
- (n) **Vehicles**
The owner must ensure that no contractor's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary.
- (o) **Right of Access**
The owner must give the owners corporation's nominated representatives access to inspect the works within 8 hours of any request by the owners corporation.
- (p) **Cost of the Works**
The owner must pay the cost of the works.

4.3. After completion of the Works

- (a) **Completion Notice**
As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the works have been completed.

(b) Restoration of Common Property

As soon as practicable after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

4.4. Enduring Obligations

(a) Maintenance of the Works

The owner must, at the owner's own cost, properly maintain the works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works.

(b) Maintenance of the Common Property

The owner must, at the owner's own cost, properly maintain the common property occupied by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

(c) Repair of Damage

The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.

(d) Appearance of the Works

Except to the extent that this by-law may otherwise provide, the works must have an appearance which is in keeping with the appearance of the rest of the building.

(e) Indemnity

The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.

(f) Compliance with all Laws

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

5. Breach of this By-Law

(a) If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

- i. rectify that breach,
- ii. enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the Strata Schemes Management Act 2015 for the purpose of rectifying that breach, and
- iii. recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

(b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

- (b) **Costs of this By-Law**
Before commencing the works, the owner must pay all reasonable costs of the owners corporation incurred in connection with the preparation, review, 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 those costs are paid by the owner.

4.2. During the Works

- (a) **Quality of the Works**
The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.
- (b) **Licensed Contractors**
All contractors engaged in carrying out the works must be appropriately qualified and licensed under the *Home Building Act 1989*.
- (c) **Specifications for the Works**
The owner must ensure that the works are carried out and completed in accordance with the quote and specifications for them. In all other respects, but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. And In the event of a conflict, the Building Code of Australia shall apply.
- (d) **Time for Completion of the Works**
The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.
- (e) **Work Hours**
The owner must ensure that the works are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am – 5.00pm on Monday – Friday.
- (f) **Noise and Disturbance**
The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
- (g) **Location of the Works**
The works must be carried out entirely on the lot and the common property occupied by the works adjacent to the lot and must not encroach upon any other part of the common property or any other lot.
- (h) **Transportation of Construction Materials and Equipment**
The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.
- (i) **Debris**
The owner must ensure that any debris associated with the works is removed daily (if possible) and strictly in accordance with any reasonable directions given by the owners corporation.
- (j) **Protection of Building**
The owner must protect the common property that is affected by the works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction materials, equipment and debris are transported over it.
- (k) **Daily Cleaning**
The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.
- (l) **Storage of Building Materials on Common Property**
The owner must make sure that no building materials are stored on the common property.

- (m) **Times for Operation of Noisy Equipment**
The owner must make sure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.
- (n) **Vehicles**
The owner must ensure that no contractor's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary.
- (o) **Right of Access**
The owner must give the owners corporation's nominated representatives access to inspect the works within 48 hours of any request by the owners corporation.
- (p) **Cost of the Works**
The owner must pay the cost of the works.

4.3. After completion of the Works

- (a) **Completion Notice**
As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the works have been completed.
- (b) **Restoration of Common Property**
As soon as practicable after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

4.4. Enduring Obligations

- (a) **Maintenance of the Works**
The owner must, at the owner's own cost, properly maintain the works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works.
- (b) **Maintenance of the Common Property**
The owner must, at the owner's own cost, properly maintain the common property occupied by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.
- (c) **Repair of Damage**
The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.
- (d) **Appearance of the Works**
Except to the extent that this by-law may otherwise provide, the works must have an appearance which is in keeping with the appearance of the rest of the building.
- (e) **Indemnity**
The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.
- (f) **Compliance with all Laws**
The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

5. Breach of this By-Law

- (a) If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:
 - (i) rectify that breach,
 - (ii) enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 2015* for the purpose of rectifying that breach, and

- (iii) recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.
- (b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

1. Introduction

This special by-law is made pursuant to common the *Strata Schemes Management Act 2015*, in respect of the works the owner proposes to carry out upon the lot and the common property.

2. Definitions

In this by-law:

"common property" means the common property in Strata Plan 10095

"lot" means lot 2 in Strata Plan No. 10095

"owner" means the owner for the time being of the lot (being the current owner and all successors in title)

"owners corporation" means 'The Owners - Strata Plan No. 10095

"works" means the alterations and additions to the lot and the adjacent common property consisting of:

- Stripping out the bathroom including floor and wall tiles, hob in shower, bath, and vanity
- Stripping out the toilet room including floor tiles and toilet bowl
- Stripping out the laundry room including removing door and tub
- Remove laundry walls and instill structural beam as per engineering specifications
- Install new laundry wall cabinetry
- Remove and replace carpet where necessary (only if necessary, as plan is to keep as much original as possible)
- Remove and replace laminate floors (only if necessary, as plan is to keep as much original as possible)
- Remove and replace bedroom wardrobes
- Reconfiguring existing or upgrading when required plumbing and electricals to Australian Standards
- Tiling the floor and walls of the bathrooms/laundry, after applying a waterproof membrane
- Install new bathroom exhaust fan
- Installing new fixtures, fittings, appliances and light fittings to the bathrooms and laundry

As are more fully described on the Plans attached.

3. Works Authorisation, Special Privileges & Exclusive Use Rights

The owners corporation:

- (a) authorises the works,
- (b) confers on the owner a special privilege to carry out the works to and on the common property and to permit the works to remain on that common property, and
- (c) grants the owner the exclusive use and enjoyment of those parts of the common property occupied by the works,

upon and subject to the conditions set out in this by-law.

4. The Conditions

4.1. Before commencing the Works

(a) Insurance Certificate

Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the works which must include evidence of public liability cover of not less than \$20,000,000 in respect of any claim and which must note the interest of the owners corporation and a certificate of insurance evidencing any Home Building Compensation Fund insurance for the works that is required under and complies with the *Home Building Act 1989*.

(b) Costs of this By-Law

Before commencing the works, the owner must pay all reasonable costs of the owners corporation incurred in connection with the preparation, review, 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 those costs are paid by the owner.

5. During the Works

(a) Quality of the Works

The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

(b) Licensed Contractors

All contractors engaged in carrying out the works must be appropriately qualified and licensed under the *Home Building Act 1989*.

(c) Specifications for the Works

The owner must ensure that the works are carried out and completed in accordance with the quote and specifications for them. In all other respects, but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. And In the event of a conflict, the Building Code of Australia shall apply.

(d) Time for Completion of the Works

The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.

(e) Work Hours

The owner must ensure that the works are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am - 5.00pm on Monday- Friday.

(f) Noise and Disturbance

The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

(g) Location of the Works

The works must be carried out entirely on the lot and the common property occupied by the works adjacent to the lot and must not encroach upon any other part of the common property or any other lot.

(h) Transportation of Construction Materials and Equipment

The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.

(i) Debris

The owner must ensure that any debris associated with the works is removed daily (if possible) and strictly in accordance with any reasonable directions given by the owners corporation.

(j) Protection of Building

The owner must protect the common property that is affected by the works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction materials, equipment and debris are transported over it.

(k) Daily Cleaning

The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.

(l) Storage of Building Materials on Common Property

The owner must make sure that no building materials are stored on the common property.

(m) Times for Operation of Noisy Equipment

The owner must make sure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.

(n) Vehicles

The owner must ensure that no contractor's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary.

(o) Right of Access

The owner must give the owners corporation's nominated representatives access to inspect the works within 48 hours of any request by the owners corporation.

(p) Cost of the Works

The owner must pay the cost of the works.

6. After completion of the Works

(a) Completion Notice

As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the works have been completed.

(b) Restoration of Common Property

As soon as practicable after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

7. Enduring Obligations

(a) Maintenance of the Works

The owner must, at the owner's own cost, properly maintain the works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works.

(b) Maintenance of the Common Property

The owner must, at the owner's own cost, properly maintain the common property occupied by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

(c) Repair of Damage

The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.

(d) Appearance of the Works

Except to the extent that this by-law may otherwise provide, the works must have an appearance which is in keeping with the appearance of the rest of the building.

(e) Indemnity

The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.

(f) Compliance with all Laws

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

8. Breach of this By-Law

(a) If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

(i) rectify that breach,

(ii) enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 2015* for the purpose of rectifying that breach, and

(iii) recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

(b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.



FOLIO: CP/SP10095

SEARCH DATE	TIME	EDITION NO	DATE
23/7/2024	9:22 AM	7	22/7/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 10095
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DRUMMOYNE
LOCAL GOVERNMENT AREA CANADA BAY
PARISH OF CONCORD COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1070278

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 10095
ADDRESS FOR SERVICE OF DOCUMENTS:
CONTI STRATA
PO BOX 443
CONCORD 2137

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1070278 EASEMENT FOR OVERHANGING EAVE AND GUTTER 0.5 METRE(S)
WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE
TITLE DIAGRAM
- 3 DP1070278 THIS SCHEME IS NOW COMPRISED WITHIN LOT 102 DP1070278
- 4 AM194257 INITIAL PERIOD EXPIRED
- 5 AU262692 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 60)

STRATA PLAN 10095

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 10	2	- 10	3	- 10	4	- 10
5	- 10	6	- 10				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

CONTI

PRINTED ON 23/7/2024

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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COUNCIL'S CERTIFICATE

The Council of the City/Municipality/Shire of DRUMMOYNE having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with, approves of the proposed

strata plan
strata plan of subdivision
General does not object to the encroachment of the building beyond the alignment of

This approval is given on the condition that lot(s)

is/are subject to the restriction on user referred to in section 20 of the Strata Titles Act, 1973

Date 26-8-75
Subdivision No. 197
R. S. Bacham
Council Clerk

*Complete, or delete if inapplicable.

SURVEYOR'S CERTIFICATE

LESTER JOHN FORBES CJ- H. RAMSAY

48-50 GEORGE ST. PARRAMATTA

of a surveyor registered under the Surveyors Act, 1920, hereby certify that

- (1) any wall, the inner surface or any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists;
- (2) any floor or ceiling, the upper or under surface or any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan, exists;
- (3) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined, exists;
- (4) any building containing proposed lots erected on the land shown on the accompanying location plan and each proposed lot shown on the accompanying floor plan are wholly within the perimeter of the parcel * subject to sub-paragraph (a) and (b)

* (a) except to the extent that the building encroaches on a public place.

* (b) eaves and gutters of the building encroach on land other than a public place, in respect of which eaves and gutters appropriate easement has been created by registered

(5) the survey information recorded in the accompanying location plan is accurate.

Signature Lester J. Forbes
Date 2 ND JUNE 1975

* Delete if inapplicable
1 State whether dealing or plan, and quote registered number.

This is sheet 1 of my Plan in 2 sheets.

PLAN OF PART OF LOTS 19, 20, 21 SECTION 7 D.P. 964
BEING LAND COMPRISED IN C.T. VOL. 7500 FOL. 198
BEING LOT B IN D.P. 315190

Mun./Shire City : DRUMMOYNE Locality : DRUMMOYNE

Parish : CONCORD County : CUMBERLAND

Reduction Ratio 1: 250 Lengths are in metres

Name of, and *address for service of notices on, the body corporate
*Address required on original strata plan only.

THE PROPRIETORS - STRATA PLAN NO. 10095
NO.7 WOLSELEY ST., DRUMMOYNE. 2047.

STRATA PLAN 10095

Registered: 24-9-1975

C.A. No 197 of 26-8-1975

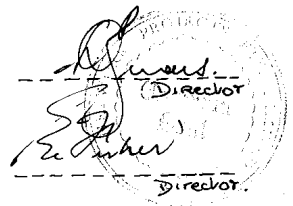
Purpose: STRATA PLAN

Ref. Map: DRUMMOYNE SH.9

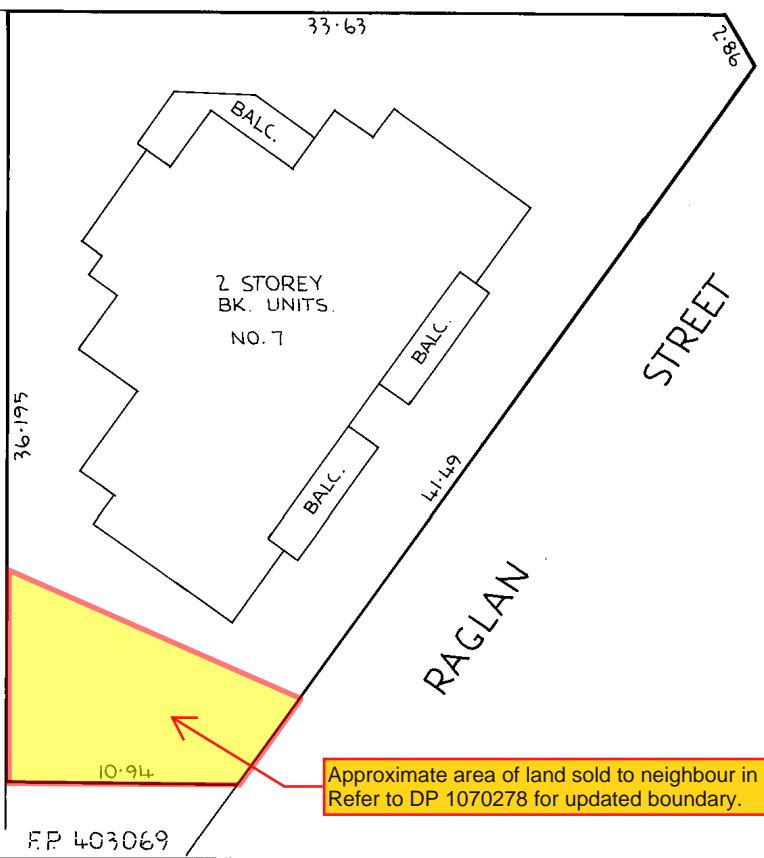
Last Plan: D.P. 315190 (D.P. 964*)

Signatures, seals and statements of intention to create easements or restrictions as to user.

THE COMMON SEAL OF NETWORK PROSPECTS PTY. LIMITED
was hereunto affixed by authority of the Directors previously given and in the presence of:
Authorised Signatory



WOLSELEY STREET



Approximate area of land sold to neighbour in 2004. Refer to DP 1070278 for updated boundary.

10	20	30	40	50	60	Table of mm	100	110	120	130	140	150	160
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SURVEYOR'S REFERENCE: 167/75

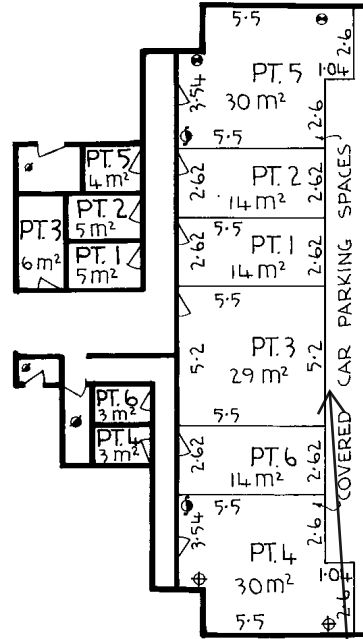
Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Req:R205262 /Doc:SP 0010095 P /Rev:12-Nov-2007 /NSW IRS /Pgs:ALL /Prt:18-Jan-2021 15:48 /Seq:1 of 2
© Office of the Registrar-General /Src:SAIGLOBAL /Ref: 26 10095 1/5

STRATA PLAN 10095

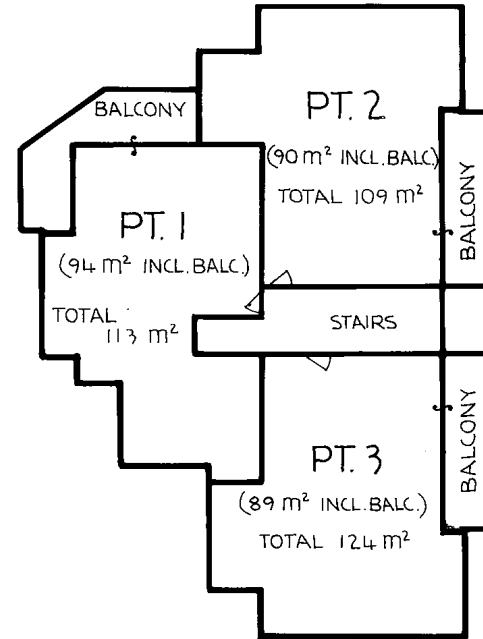
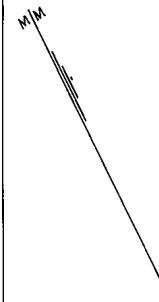
SCHEDULE OF UNIT ENTITLEMENT	
LOT NO.	UNIT ENTITLEMENT
1	10
2	10
3	10
4	10
5	10
6	10
AGGREGATE	60



- ◊ COMMON PROPERTY
- ⊕ S.E. FACE OF WALL
- ⊙ S.W. FACE OF WALL
- ⊕ N.E. FACE OF WALL

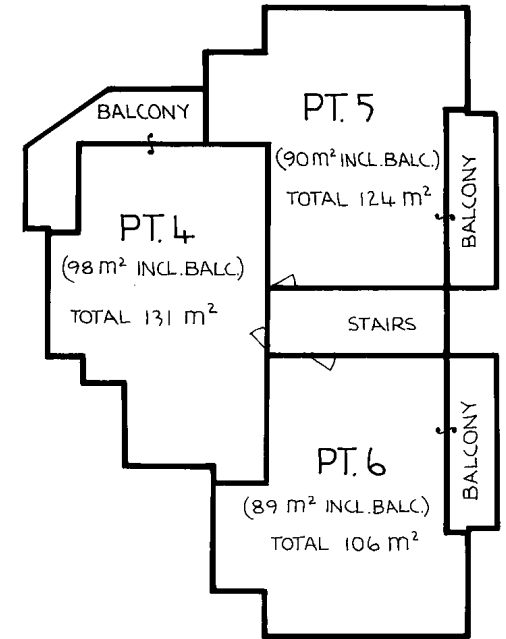
BASEMENT

garage doors and motors are located 6.5m from back wall and are an OC responsibility to maintain



GROUND FLOOR

NOTE: BALCONIES ARE RESTRICTED IN HEIGHT TO 2.3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.



FIRST FLOOR

Reduction Ratio 1: 200

Lengths are in metres



Leslie J. Foster
Registered Surveyor

R. Blackmore
Council Clerk

Reg:R205262 /Doc:SP 0010095 P /Rev:12-Nov-2007 /NSW IRS /Egs:ALL /Prt:18-Jan-2021 15:48 /Seq:2 of 2
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

2'5' 10095 S/S

OFFICE USE ONLY

2'5' 10095 S/S

CARL'S GLASS PTY LTD

UNIT 13/6-20 BRAIDWOOD STREET
SOUTH STRATHFIELD NSW 2136
TEL: 02 9642 1479 FAX: 02 9642 1489 MOB: 0411 325 365
LIC#: 152219C ABN#: 76151525101
ACCOUNTS@CARLSGLASS.COM.AU

Certificate of Compliance

12/08/2025

The Owners- Strata Plan 10095
Leon Manor
7 Wolseley Street
DRUMMOYNE NSW 2047

This is to certify that the units at 7 Wolseley Street, DRUMMOYNE have been supplied and installed with window safety devices to comply in accordance with Section 1 18 of the Strata Schemes Management Act 2015. Certify also that all existing windows within the unit with/without restrictors do comply with the safety regulations.

On behalf of Carl's Glass Pty Ltd



Rebecca Jabbour



ABN: 50 433 501 061
Licence: 283954C
Email: info@tomkatroofing.com.au
T. 1300 866 528

EXPERT ASSESSMENT – ROOF REPORT

Client: Conti Strata
Site Address: 7 Wolseley Street Drummoyne NSW 2047
Site Contact: Raquel Hughes – 0404 893 841
Order Number: 108151 / SP 10095
Date: 24.11.2023

Inspection

Site inspection was carried out on the 17th November 2023.

The Property

On arrival to the property it was noted that the dwelling has:

- Storeys: 2/3
- Roof Material/Profile: Monier Roman Tiles in Brown
- Roof Pitch: 20°
- Guttering: High Front Quad
- Downpipes: 100x50
- Skylights: -
- Aircon Plant: -
- Solar: -
- Chimneys: -
- Flue: -
- Roof Ventilators: -
- Vent Pipes: Multiple
- TV Antenna: 2
- Satellite Dish: 2
- Approximate age of building: 40+ Years
- Approximate size of roof area (m²): 300
- The resident was present at the time of the inspection
- Weather at time of inspection: Sunny/Fine

Overall Roof Condition:

- Overall: Fair
- Gutter: Fair
- Ridge Capping: Poor
- Downpipes: Fair
- Flashings: Fair
- Valleys: N/A
- Gables/Barges: Poor
- Gutter Guard: Fair
- Sarking: Unknown

Findings:

ISSUE 1

Where is it leaking / Where is the issue:

- Ridge capping and verge tiles.

Why is it leaking / What is the issue:

- On inspection of the roof area, we have found that the bedding and pointing to ridge capping and also verge tiles has deteriorated, this is evident by cracks appearing in numerous areas and some sections of bedding are missing, this can lead to water ingress internally.

How to fix the leak / issue:

- We recommend to have all ridge capping repointed and rebedding works completed where required.
- We recommend to have all the verge tiles repointed to prevent condition from worsening.

Is the leak / issue Storm or Maintenance related:

- This has been deemed a maintenance issue.

ISSUE 2

Where is it leaking / Where is the issue:

- Lead flashings.

Why is it leaking / What is the issue:

- On inspection of the roof area we have found that a number of lead flashings to the penetrations have deteriorated due to old age and require replacement.
- Additionally, the flashings installed to walls have no compression flashing installed and silicone seal is beginning to deteriorate.

How to fix the leak / issue:

- We highly recommend to install new fast flash dektites to the roof penetrations where required and also install new fast flash and compression flashings to the walls on top roof.

Is the leak / issue Storm or Maintenance related:

- This has been deemed a maintenance issue.

Professional Opinion

- In our professional opinion the issues above are not a result of a storm event.

Maintenance Works Identified:

During our inspection the following findings were identified as maintenance issues. It is recommended that these works be attended to in the near future to ensure the property remains watertight:

- Some leaf litter and debris accumulation was also observed, we would recommend to clear debris to prevent obstructions to water courses.

Photographs









Yours faithfully
TOMKAT ROOFING PTY LIMITED

A handwritten signature in cursive script, appearing to read 'S. Hawkins', is positioned below the company name.

Scott Hawkins

Disclaimer: This inspection comprised of an external roof assessment to identify the cause of the claim at the time and date of the visual inspection over the affected areas. Please note unforeseen defects or causes that cannot be seen do not form part of this report.