

NSW STRATA INSPECTION REPORT

Strata Report

40/65 Hobart Place, Illawong, NSW, 2234

Strata Plan 89751 · Lot 42 · Plan registered 04-07-2014

89754	12 years	04-07-2014
STRATA NUMBER	BUILDING AGE	PLAN REGISTERED

PROPERTY

Lot & Building Details

Supporting documents 

Lot Number	42
Strata Number	89754
Building Address	42/65 Hobart Place, Illawong, NSW, 2234
Recorded Owner Name	
Recorded Mortgagee	Not Sighted or Provided
Recorded Ownership Date	13-08-2014
Aggregate Unit Entitlement	199/9997 Units/Lots
Aggregate Lot Size	163 Sq Metres Total (Approx)
Number of Units/Lots	67 Units/67 Lots
Age of Building (yrs)	12 years
Plan Registered	04-07-2014

READING THIS REPORT

What to look for in a strata report

When you're buying a property that's part of a strata scheme (like an apartment or townhouse in Australia), the strata report is critical. It gives you insight into the financial health, legal issues, and physical condition of the building and the strata scheme. Even if you've never seen one before, here's a simple, practical checklist of what to look for:

1 Financial Health of the Strata

- **Admin fund balance:** Used for day-to-day expenses (cleaning, gardening, minor repairs).
- **Capital works fund (sinking fund):** For major future expenses (roof replacement, painting, lifts). Check if the balance is sufficient for the building's age and condition.
- Are there recent or upcoming special levies? These are extra payments owners must make, often due to big repairs or poor budgeting. A red flag if there are many of these.

3 Building Condition & Maintenance

- Any mention of water leaks, cracks or structural issues, concrete cancer, mould, or lift or roof problems.
- Check if these issues have been resolved, are being monitored, or ignored.

5 Legal & Compliance Issues

- Is the strata involved in any legal action (against a builder, developer, or owner)?
- Has the building undergone rectification works (e.g., from defective construction)?
- Any mention of compliance issues, like fire safety, cladding, insurance?

7 By-laws

- Understand the rules (by-laws) of the building: pets allowed? Short-term letting (Airbnb)? Renovation rules? Smoking or noise restrictions?

9 Defect History (especially for newer buildings)

- If the building is less than 10 years old, check for building defect claims (often under Home Building Compensation cover), litigation against the developer or builder, and ongoing rectification works.

2 Strata Levies

- How much are they per quarter?
- High levies aren't always bad; sometimes they mean proactive maintenance.
- Low levies can be a red flag if the building is aging and funds are inadequate.
- Compare levies to properties nearby.

4 Planned Works

- Read through at least the last 2 years of minutes.
- Look for disputes between owners, complaints (noise, pets, parking), evidence of ongoing issues and any legal proceedings.

6 Insurance

- Check that the building has insurance cover: building insurance (mandatory), public liability, and workers' compensation (for cleaners, gardeners).
- Make sure the sum insured seems realistic.

8 Strata Management

- Who manages the strata? A reputable strata management company, or self-managed?
- Look for signs of poor communication, neglected maintenance, or mismanagement.

We strongly recommend that you obtain Independent Legal Advice to review the contents of this report.

NAVIGATION

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SECTION 01

Financials - Accounts

Supporting documents 

Fund	Balance
Administration Fund	\$68,605.00
Capital Works Fund	\$232,443.00

CAPITAL WORKS FUND

\$232,443 saved for major works, about \$4,627 for this lot

A typical reserve for planned major works. This lot's share is worked out from its unit entitlement. Balance as at 10 March 2021.

[Balance sheet](#)

ADMINISTRATIVE FUND

\$68,605 in the day-to-day account

That's about 28% of the estimated \$245,846 collected in admin levies each year, a reasonable buffer for running costs. Balance as at 10 March 2021.

[Balance sheet](#)

SECTION 02

Financials - Levies

Supporting documents 

Administration Fund Levy	\$1,223.45
Capital Works Fund Levy	\$646.95
Payable	Quarterly
Paid Up To	31-05-2021
Next Levy Date	01-06-2021
Levy Balance	\$0.00

LEVIES

\$1,870 a quarter, about \$144 a week

Administration fund \$1,223 and capital works fund \$647 each quarter. Levies are paid up to 31 May 2021 and this lot owes nothing. The next levy date in the documents (1 June 2021) has passed, so a newer levy notice may apply; your conveyancer adjusts levies at settlement.

Owner ledger

SECTION 03

Financials - Special Levies

No current, proposed or recent (last five years) special levies sighted in the supplied documents.

SPECIAL LEVIES

No special levies in the last five years

Owners haven't been asked for one-off payments on top of their regular levies.

AGM minutes • Owner ledger

SECTION 04

Capital Works Forecast

Supporting documents 

Capital works plan sighted **Yes - 17-02-2021**

Plan reviewed in the last five years **No**

REQUIREMENTS

Under the Strata Schemes Management Act 2015 (NSW), an owners corporation must prepare a 10-year capital works fund plan, review it at least once every five years and, so far as practicable, implement it. Plans prepared, revised or replaced from 1 April 2026 must use the prescribed standard form.

10-YEAR CAPITAL WORKS PLAN

The capital works plan on file is from February 2021

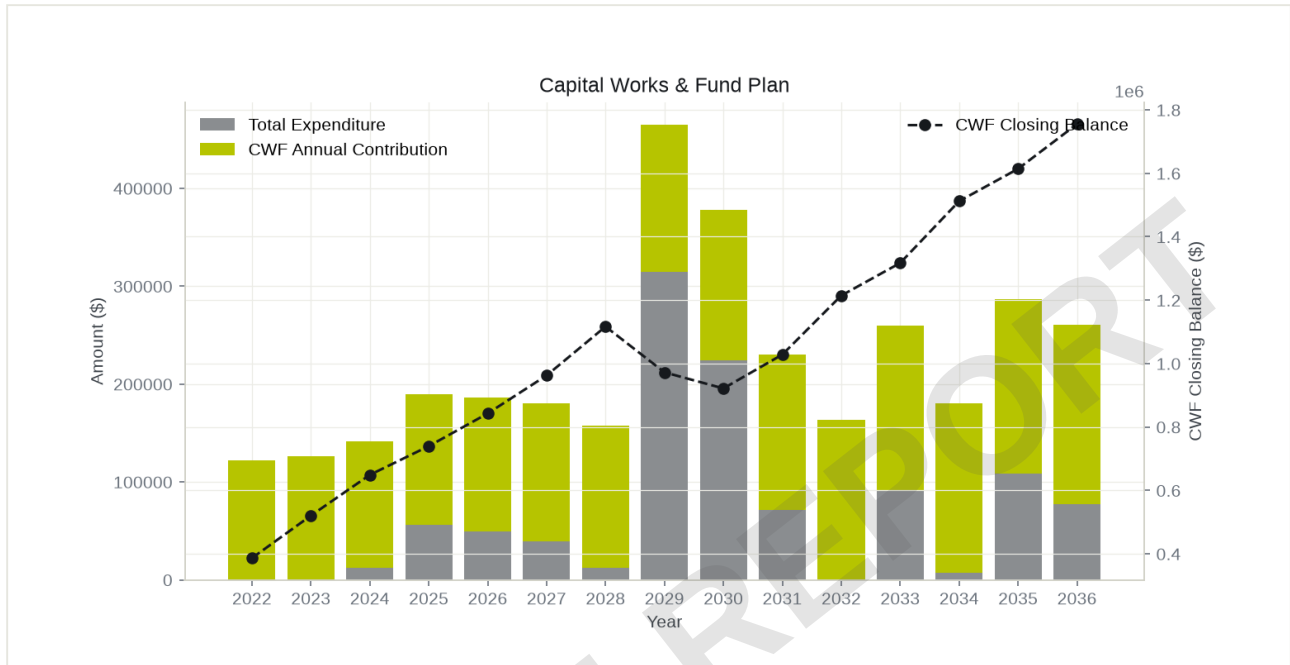
Owners corporations must review this plan at least every five years. This one is more than five years old, so planned levies may not reflect what the building needs now.

Capital works plan

SECTION 05

Capital Works Forecast Chart

Supporting documents 



SECTION 06

Strata Manager

Company	Network Strata Services Pty Ltd (trading as Netstrata)
Manager	Robert Mussalli
Address	298 Railway Parade, Carlton NSW 2218
Phone	1300 638 787

We strongly recommend that you obtain Independent Legal Advice to review the contents of this report.

SECTION 07

Insurance Details

Supporting documents 

Insurer	QBE Insurance (Australia) Limited
Policy Number	HU0023078
Period	31-05-2020 – 31-05-2021
Premium	\$31,031.00

Insured Amounts

Item	Amount
Building	\$32,120,000.00
Common Area Contents	\$321,200.00
Loss of Rent & Temporary Accommodation (total payable)	\$4,818,000.00
Liability to Others	\$30,000,000.00
Voluntary Workers - Death	\$200,000.00
Voluntary Workers - Total Disablement (per week)	\$2,000.00
Fidelity Guarantee	\$250,000.00
Office Bearers' Legal Liability	\$5,000,000.00
Machinery Breakdown	\$100,000.00
Catastrophe Insurance	\$4,818,000.00
Catastrophe Insurance - Extended Cover: Loss of Rent & Temporary Accommodation	\$722,700.00
Escalation in Cost of Temporary Accommodation	\$240,900.00
Cost of Removal, Storage and Evacuation	\$240,900.00
Government Audit Costs	\$25,000.00
Appeal Expenses - Common Property Health & Safety Breaches	\$100,000.00
Legal Defence Expenses	\$50,000.00
Lot Owners' Fixtures and Improvements (per lot)	\$250,000.00

INSURANCE

Building insured for \$32.12 million, but the policy supplied ended 31 May 2021

The policy in the documents had expired at the report date; a renewal may not have been supplied. The last insurance valuation on file is from March 2021, more than five years ago. NSW Fair Trading recommends a new building valuation every two to five years so the sum insured keeps up with rebuilding costs.

[Certificate of currency](#) • [Valuation](#)

SECTION 08

Insurance Valuation

Supporting documents 

Valuation Amount \$33,600,000.00

Valuation Date 01-03-2021

SECTION 09

Insurance Claims

Not Sighted or Provided.

INSURANCE CLAIMS

Insurance claims are mentioned, but no claims history was supplied

The financial records, minutes or insurance documents supplied mention insurance claims, but there is no claims history showing what any claims were for or whether they are closed.

[XtraStrataReportBalanceSheet \(13\).pdf p2](#) • [XtraStrataReportBalanceSheet \(13\).pdf p3](#)

SECTION 10

Meeting Minutes

Supporting documents 

Last Annual General Meeting 30-07-2020

Next Meeting Scheduled 30-07-2021 

Auditor Appointment

The Owners Corporation resolved to appoint an auditor for the coming year. Poll vote: 84% in favour, 16% against.

Budget and Quarterly Contributions

The proposed annual budget was approved at \$245,844.50 including GST for the Administration Fund and \$130,000.00 including GST for the Capital Works Fund. Quarterly contributions were scheduled from 10 September 2020, followed by 1 December 2020, 1 March 2021 and 1 June 2021. Poll vote: 95% in favour, 5% against.

Combustible Cladding Replacement

The Owners Corporation resolved to remove the existing combustible façade cladding and replace it with non-combustible cladding in accordance with Landlay's tender assessment. Poll vote: 79% in favour, 21% against. An extraordinary general meeting was to be called in August to approve a replacement quotation as required by the fire order.

Cladding Project Delivery and Corrosion Removal

Landlay was approved to administer the cladding contract and serve as Project Manager/Superintendent for the removal and replacement works; the role also includes submitting a structural certificate. The Owners Corporation resolved to proceed with corrosion removal through the successful cladding tenderer. Poll votes were 98% in favour, 2% against for contract administration; 96% in favour, 4% against for project supervision; and 77% in favour, 23% against for corrosion removal.

Building Defects Monitoring

The Owners Corporation discussed applicable statutory warranty periods and resolved that potential defects identified would be referred to the strata manager for action. Poll vote: 86% in favour, 14% against.

Capital Works Plan

The Owners Corporation resolved not to adopt the Capital Works Fund plan recommendation in the annual budget; the plan was to be renewed in the coming financial year. Poll vote: 96% in favour, 4% against.

Class Action and Legal Representation

The Owners Corporation resolved to join the IMF Bentham-funded class action and engage William Roberts Lawyers to act for the scheme. Both motions received poll votes of 65% in favour, 35% against. Tyson Major of Netstrata was appointed as the claim's point of contact; its poll vote was 2% in favour of deferral, 61% in favour, 37% against.

Strata Committee Election

The motion to elect a strata committee was defeated. No committee was appointed, and the managing agent was to administer the scheme under section 29(4) of the Strata Schemes Management Act 2015. Poll vote: 2% in favour of deferral, 47% in favour, 51% against.

Financial Statements and Audit

The financial statements were adopted unanimously, with a poll vote of 100% in favour. The independent auditor's report states that the financial report fairly presents the scheme's financial position and performance in all material respects.

Overdue Levies and Payment Plans

The Owners Corporation resolved to accept payment plans on a case-by-case basis in accordance with the Act. Poll vote: 67% in favour, 33% against.

STRATA MANAGEMENT

The latest AGM minutes supplied are from July 2020

Owners corporations must hold an annual general meeting once in each financial year. These minutes are 74 months old, so recent decisions may not be shown.

AGM minutes

SECTION 11

Depreciation & Engineering Reports

Facade Cladding Defects and Proposed Rectification

A defect schedule records issues with the external cladding and associated details. The engineer identified poorly finished cladding capping, uneven bowing, delaminated corners and poor fixings, noting potential water ingress during a severe storm; the builder proposed installing Z-flashing, with the parties to confirm the repair scope. Other agreed repairs include realigning heaters, cleaning and re-caulking a window, repairing a scratched panel, caulking around a pipe, removing plastic or tape, and installing a cover plate over an efflorescence-affected joint. A panel alignment issue exceeded the stated manufacturer tolerance, and water hammering was also raised; proposed actions included adjusting or replacing the panel and engaging a plumber. The schedule records commitments and proposed work, but does not confirm completion. No costs are stated. The meeting minutes record: The Owners Corporation approved removing the existing combustible facade cladding and replacing it with non-combustible cladding. The minutes do not confirm that the works were completed.

BUILDING WORKS

Cladding defects recorded; replacement approved but not confirmed

The defect schedule records poorly finished and uneven cladding, delaminated corners and poor fixings, with possible water ingress during a severe storm. The Owners Corporation approved replacing the combustible cladding with non-combustible cladding, and other repairs were proposed or agreed, but the documents do not confirm the work was completed.

Defect schedule p1

SECTION 12

Disputes and Legal Matters

Matter	Parties	Subject	Status	Latest date	Reference	Source
Defect claim	owners corporation v builder	The defect schedule records alleged defects including misaligned heaters and panels, caulking and cladding issues, and disagreements over whether some items are defects and what repairs are required.	active	Not sighted	Not sighted	 ## PREVIEW ONLY ## - Defect schedule 210210(1226966 4)_3100121859.p df p1

DISPUTES AND LEGAL

A matter with a contractor or supplier recorded in the documents

The defect schedule records alleged defects including misaligned heaters and panels, caulking and cladding issues, and disagreements over whether some items are defects and what repairs are required. It may still be open.

PREVIEW ONLY ## - Defect schedule 210210(12269664)_3100121859.pdf p1

SECTION 13

By-Laws

Supporting documents 

Fire and Building Safety

Owners and occupiers must not compromise fire-safety systems or create hazards, must keep fire doors and escape routes secure and unobstructed, and must provide reasonable access for required fire inspections. Fire-door alterations require prior written approval.

Major Building Works and Alterations

Major building works require Owners Corporation approval of plans and specifications before work begins, along with any required authority consents, insurance and bond. Work must be properly carried out, minimise disturbance, protect common property and be completed with the area left clean and tidy.

Animals

Small dogs, cats, small caged birds and fish in a secure aquarium may be kept subject to the bylaw; other animals require prior written approval. The Owners Corporation must be notified, animals must be kept within the lot and supervised on common property, and any soiling must be cleaned. Caged birds and aquariums are not permitted on balconies, and an animal causing a nuisance may be required to be removed.

Nuisance, Noise and Smoke

Residents must not create noise or otherwise use a lot in a way that interferes with another resident's peaceful enjoyment. Smoking is prohibited on common property, and smoke from a lot must not penetrate another lot or common property.

Common Property and Damage

Common property must not be obstructed or damaged, and lawns, plants and gardens must not be damaged or used privately without prior written approval. Owners are responsible for reasonable repair costs for damage caused by their actions or those of their occupiers and invitees.

Parking and Vehicle Areas

Vehicles may not be parked or left on common property without prior written approval. Visitor spaces are reserved for visitors, with stays over 48 hours requiring approval; unauthorised parking may incur a daily fee. The car wash bay is for vehicle washing only, and car spaces may not be used for storage without approval.

Garbage and Waste Disposal

Waste must be properly wrapped, drained or sorted according to recycling requirements and placed in the designated residential or commercial bin area. Residents must clean up any spills promptly; commercial waste disposal costs are borne by the commercial tenant.

Flooring and Noise Transfer

Floor surfaces must be covered or treated sufficiently to preserve acoustic performance and prevent noise likely to disturb other residents; kitchens, laundries, lavatories and bathrooms are exempt.

Moving Furniture and Large Items

Residents must give the Owners Corporation sufficient notice before moving furniture or large objects through common property and follow its directions on timing and method. The lift and common areas must be left clean and undamaged.

Lot Maintenance and Owner Responsibility

Owners are generally responsible for maintaining lot fixtures, fittings and appliances that exclusively serve their lot, even when some components are on common property. The Owners Corporation retains responsibility for structural elements, building integrity and general safety, subject to the bylaw's stated exceptions.

Construction Hours

Construction work within a lot is permitted only from 7:30 a.m. to 3:30 p.m., Monday to Friday, unless the Owners Corporation gives written authorisation for other times.

SAMPLE REPORT

Strata Plan 89754
273A FOWLER ROAD ILLAWONG

	Administrative Fund	Capital Works Fund	TOTAL
ASSETS			
Cash at Bank	55,273.85	225,516.28	280,790.13
Levies Receivable	13,332.09	6,926.90	20,258.99
Total Assets	68,605.94	232,443.18	301,049.12
LIABILITIES			
Levies Paid in Advance	1,438.65	0.00	1,438.65
GST Liabilities	3,568.03	2,007.47	5,575.50
Accounts Payable	1,307.00	0.00	1,307.00
Total Liabilities	6,313.68	2,007.47	8,321.15
Net Assets	62,292.26	230,435.71	292,727.97
OWNERS FUNDS			
Opening Balance	23,460.01	259,034.65	282,494.66
Surplus / Deficit for the period	38,832.25	(28,598.94)	10,233.31
Closing Balance	62,292.26	230,435.71	292,727.97
Total Owners Funds	62,292.26	230,435.71	292,727.97

Strata Plan 89754
273A FOWLER ROAD ILLAWONG
Administrative Fund

	Actual	Budget	Actual	Budget
	01/07/20 - 10/03/21	01/07/20 - 30/06/21	01/07/19 - 30/06/20	01/07/19 - 30/06/20
Income				
Debt Collection Recoveries				
Debt Collection Recoveries-Reversal	(\$127.28)	\$0.00	(\$31.82)	\$0.00
Debt Collection Recoveries	\$700.04	\$0.00	\$1,082.32	\$0.00
Expenses Recoveries				
Owner Expense Recoveries	\$700.00	\$0.00	\$286.36	\$0.00
Expense Recoveries (GST)	\$289.09	\$0.00	\$589.10	\$0.00
Insurance Claim Income				
Insurance Claim Income	\$0.00	\$0.00	\$3,355.00	\$0.00
Interest				
Interest On Levy Arrears	\$514.04	\$0.00	\$475.91	\$0.00
Levy Income				
Contributions - General	\$167,621.34	\$225,100.00	\$219,822.48	\$221,389.50
Total Income	\$169,697.23	\$225,100.00	\$225,579.35	\$221,389.50
Expenses				
Accounting, Taxation & Banking				
Bank Fees	\$30.80	\$55.00	\$43.40	\$55.00
DEFT Process Fees	\$116.59	\$175.00	\$174.27	\$175.00
Audit Report	\$223.18	\$910.00	\$910.00	\$893.00
BAS & Tax Administration	\$1,822.72	\$2,185.00	\$2,182.39	\$2,292.00
Air Conditioning				
Air Conditioning Maintenance	\$450.00	\$800.00	\$710.00	\$0.00
Building General				
General Maintenance	\$712.91	\$1,000.00	\$450.00	\$1,000.00
Garage Security Gate / Shutter	\$927.27	\$830.00	\$854.54	\$800.00
Building Repairs	\$0.00	\$5,000.00	\$4,590.00	\$5,000.00
Locks & Doors	\$2,293.12	\$1,060.00	\$0.00	\$1,060.00
Cleaning				
Cleaning - General	\$32,308.15	\$44,000.00	\$40,187.75	\$44,000.00
Cleaning - Pressure Cleaning	\$1,250.00	\$0.00	\$0.00	\$0.00
Electrical				
Electrical Repairs	\$1,110.00	\$2,000.00	\$2,895.00	\$800.00
Light Globes	\$372.00	\$200.00	\$105.91	\$200.00
Electricity				
Electricity Consumption	\$14,784.60	\$22,800.00	\$21,694.99	\$28,750.00
Fire Control				
Fire Services	\$1,826.90	\$15,000.00	\$9,847.47	\$23,200.00
Garden & Grounds				
Irrigation System	\$0.00	\$1,000.00	\$300.00	\$1,500.00
Lawn Mowing & Gardening	\$890.00	\$12,000.00	\$10,680.00	\$12,000.00
Gardening	\$7,600.00	\$0.00	\$0.00	\$0.00

Strata Plan 89754
273A FOWLER ROAD ILLAWONG
Administrative Fund

	Actual	Budget	Actual	Budget
	01/07/20 - 10/03/21	01/07/20 - 30/06/21	01/07/19 - 30/06/20	01/07/19 - 30/06/20
Insurance				
Insurance Premium	\$0.00	\$33,500.00	\$31,031.73	\$26,500.00
Insurance Claims	\$0.00	\$0.00	\$7,875.00	\$0.00
Insurance Valuation Report	\$335.00	\$300.00	\$300.00	\$300.00
Legal & Professional Services				
Building Warranty	\$0.00	\$0.00	\$1,250.00	\$0.00
Capital Works Fund Report	\$1,043.64	\$0.00	\$0.00	\$0.00
Lift Repairs				
Lift Maintenance	\$15,052.95	\$25,000.00	\$24,811.25	\$18,800.00
Pest Control				
Pest Control - General	\$618.18	\$950.00	\$945.46	\$850.00
Plumbing				
Plumbing - General	\$4,028.18	\$5,200.00	\$2,340.00	\$2,200.00
Hot Water System Maintenance	\$0.00	\$1,000.00	\$600.00	\$1,000.00
Detention Pit & Pump Maintenance	\$327.27	\$1,000.00	\$0.00	\$1,000.00
Roofing & Gutters	\$0.00	\$800.00	\$0.00	\$800.00
Rubbish Removal				
Waste Removal	\$1,340.00	\$700.00	\$0.00	\$700.00
Security & Intercom				
Intercom Repairs / Replacement	\$0.00	\$1,500.00	\$1,285.00	\$1,500.00
Strata/Building Administration				
Debt Collection Fees	\$700.04	\$0.00	\$954.60	\$0.00
Land Titles & By-Law Registration	\$0.00	\$1,800.00	\$2,338.63	\$1,500.00
Management Services	\$13,722.54	\$18,290.00	\$16,024.44	\$17,419.50
Owner Refund	\$0.00	\$0.00	\$30.82	\$0.00
Printing, Postage & Stationery	\$2,804.44	\$3,000.00	\$2,066.62	\$5,000.00
Strata Administration	\$5,121.68	\$3,000.00	\$5,262.65	\$1,500.00
General Expenses	\$0.00	\$250.00	\$70.00	\$250.00
Legislative Compliance	\$1,101.91	\$945.00	\$991.60	\$945.00
Inspection Fees	\$3,268.18	\$0.00	\$0.00	\$0.00
Telephone				
Lift Phone & Phone Charges	\$193.48	\$1,250.00	\$1,228.43	\$2,200.00
Water				
Water Consumption	\$14,489.25	\$17,600.00	\$17,296.39	\$17,200.00
Total Expenses	\$130,864.98	\$225,100.00	\$212,328.34	\$221,389.50
Surplus / Deficit	\$38,832.25	\$0.00	\$13,251.01	\$0.00

Strata Plan 89754
273A FOWLER ROAD ILLAWONG
Capital Works Fund

	Actual	Budget	Actual	Budget
	01/07/20 - 10/03/21	01/07/20 - 30/06/21	01/07/19 - 30/06/20	01/07/19 - 30/06/20
Income				
Interest				
Interest On Levy Arrears	\$226.44	\$0.00	\$178.06	\$0.00
Levy Income				
Contributions - Capital Works Fund	\$88,636.86	\$118,181.82	\$81,103.60	\$81,104.19
Total Income	\$88,863.30	\$118,181.82	\$81,281.66	\$81,104.19
Expenses				
Air Conditioning				
Air Conditioning Maintenance	\$2,600.00	\$0.00	\$0.00	\$0.00
Building General				
General Maintenance	\$7,494.00	\$0.00	\$2,810.00	\$0.00
Capital Works Fund Maintenance	\$0.00	\$118,181.82	\$0.00	\$81,104.19
Building Repairs	\$96,624.69	\$0.00	\$0.00	\$0.00
Garden & Grounds				
Gardening	\$1,000.00	\$0.00	\$0.00	\$0.00
Legal & Professional Services				
Building Warranty	\$9,743.55	\$0.00	\$0.00	\$0.00
Lift Repairs				
Lift Maintenance	\$0.00	\$0.00	\$12,060.00	\$0.00
Plumbing				
Plumbing - General	\$0.00	\$0.00	\$6,658.00	\$0.00
Total Expenses	\$117,462.24	\$118,181.82	\$21,528.00	\$81,104.19
Surplus / Deficit	(\$28,598.94)	\$0.00	\$59,753.66	\$0.00

Strata Plan 89754
273A FOWLER ROAD ILLAWONG
ADMINISTRATIVE FUND OTHER INCOME

Date	Ref.	Payee	Details	Amt.	Bal.
Debt Collection Recoveries					
10/10/20	lot 34		lot 34-Arrears Notice Fee - Levy Notice on	\$31.82	\$31.82
10/10/20	lot 46		lot 46-Arrears Notice Fee - Levy Notice on	\$31.82	\$63.64
10/10/20	lot 8		lot 8-Arrears Notice Fee - Levy Notice on	\$31.82	\$95.46
10/10/20	lot 30		lot 30-Arrears Notice Fee - Levy Notice on	\$31.82	\$127.28
25/10/20	lot 30		lot 30-Arrears Notice Fee - Levy Notice on	\$31.82	\$159.10
25/10/20	lot 34		lot 34-Arrears Notice Fee - Levy Notice on	\$31.82	\$190.92
25/10/20	lot 34		lot 34-Arrears Notice Fee - Levy Notice on	\$31.82	\$222.74
25/10/20	lot 46		lot 46-Arrears Notice Fee - Levy Notice on	\$31.82	\$254.56
25/10/20	lot 8		lot 8-Arrears Notice Fee - Levy Notice on	\$31.82	\$286.38
25/10/20	lot 30		lot 30-Arrears Notice Fee - Levy Notice on	\$31.82	\$318.20
15/01/21	lot 3		lot 3-Arrears Notice Fee - Levy Notice on	\$31.82	\$350.02
15/01/21	lot 30		lot 30-Arrears Notice Fee - Levy Notice on	\$31.82	\$381.84
15/01/21	lot 34		lot 34-Arrears Notice Fee - Levy Notice on	\$31.82	\$413.66
15/01/21	lot 38		lot 38-Arrears Notice Fee - Levy Notice on	\$31.82	\$445.48
15/01/21	lot 46		lot 46-Arrears Notice Fee - Levy Notice on	\$31.82	\$477.30
15/01/21	lot 5		lot 5-Arrears Notice Fee - Levy Notice on	\$31.82	\$509.12
15/01/21	lot 60		lot 60-Arrears Notice Fee - Levy Notice on	\$31.82	\$540.94
30/01/21	lot 46		lot 46-Arrears Notice Fee - Levy Notice on	\$31.82	\$572.76
30/01/21	lot 34		lot 34-Arrears Notice Fee - Levy Notice on	\$31.82	\$604.58
30/01/21	lot 3		lot 3-Arrears Notice Fee - Levy Notice on	\$31.82	\$636.40
30/01/21	lot 30		lot 30-Arrears Notice Fee - Levy Notice on	\$31.82	\$668.22
30/01/21	lot 60		lot 60-Arrears Notice Fee - Levy Notice on	\$31.82	\$700.04
Total Debt Collection Recoveries				\$700.04	

Debt Collection Recoveries-Reversal

25/11/20			Arrears notice reversal	-\$31.82	-\$31.82
25/11/20			Arrears notice reversal	-\$31.82	-\$63.64
10/02/21			Arrears fees revmored	-\$31.82	-\$95.46
10/02/21			Arrears fees revmored	-\$31.82	-\$127.28
Total Debt Collection Recoveries-Reversal				-\$127.28	

Expense Recoveries (GST)

01/09/20	lot 26		lot 26-Purchase Key/Swipe Tag - Purchase o	\$230.00	\$230.00
01/03/21	lot 26		lot 26-Purchase Key/Swipe Tag - Spare key	\$59.09	\$289.09
Total Expense Recoveries (GST)				\$289.09	

Interest On Levy Arrears

10/07/20	lot 3		lot 3-DEFT I/Tfr: DEFT I/CCd MC 000002812	\$9.75	\$9.75
28/07/20	lot 60		lot 60-BPay Payment: DEFT Bpay 0000028177	\$13.41	\$23.16
28/07/20	lot 60		lot 60-BPay Payment: DEFT Bpay 0000028177	\$13.41	\$36.57
06/08/20	lot 46		lot 46-Cheque - CHQ: DEFT Chq 0000028163	\$42.72	\$79.29
19/08/20	lot 34		lot 34-BPay Payment: DEFT Bpay 0000028151	\$31.52	\$110.81

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19/08/20 lot 34	lot 34-BPay Payment: DEFT Bpay 0000028151	\$62.94	\$173.75
31/08/20 lot 46	lot 46-Cheque - CHQ: DEFT Chq 0000028163	\$34.55	\$208.30
08/10/20 lot 46	lot 46-Cheque - CHQ: DEFT Chq 0000028163	\$23.67	\$231.97
26/10/20 lot 34	lot 34-BPay Payment: DEFT Bpay 0000028151	\$57.41	\$289.38
09/11/20 lot 34	lot 34-BPay Payment: DEFT Bpay 0000028151	\$35.31	\$324.69
25/11/20 lot 30	lot 30-Cheque - CHQ: DEFT Chq 0000028147	\$41.35	\$366.04
25/11/20 lot 30	lot 30-Cheque - CHQ: DEFT Chq 0000028147	\$18.05	\$384.09
02/12/20 lot 8	lot 8-BPay Payment: DEFT Bpay 0000028125	\$11.93	\$396.02
02/12/20 lot 8	lot 8-BPay Payment: DEFT Bpay 0000028125	\$17.06	\$413.08
22/01/21 lot 38	lot 38-BPay Payment: DEFT Bpay 0000028155	\$13.31	\$426.39
04/02/21 lot 3	lot 3-DEFT I/Tfr: DEFT I/CCd MC 000002812	\$14.01	\$440.40
18/02/21 lot 60	lot 60-Credit Card - CCD: DEFT CCd VI 0000	\$17.17	\$457.57
19/02/21 lot 46	lot 46-BPay Payment: DEFT Bpay 0000028163	\$27.21	\$484.78
19/02/21 lot 46	lot 46-BPay Payment: DEFT Bpay 0000028163	\$16.71	\$501.49
01/03/21 lot 5	lot 5-Cash - CSH: DEFT Csh 0000028122	\$12.55	\$514.04
Total Interest On Levy Arrears		\$514.04	

Owner Expense Recoveries

01/07/20 lot 1	lot 1-Misc. Charge - Replace Door Closer	\$175.00	\$175.00
01/07/20 lot 17	lot 17-Misc. Charge - Replace Door Closer	\$175.00	\$350.00
01/09/20 lot 19	lot 19-Recovery from Owners - Door Closer	\$350.00	\$700.00
Total Owner Expense Recoveries		\$700.00	

Total Administrative Other Income \$2,075.89

ADMINISTRATIVE FUND EXPENSES

Date	Ref.	Payee	Details	Amt.	Bal.
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Air Conditioning Maintenance

18/09/20	648762	WARATAH AIR	Service Call - 15/09/20	\$270.00	\$270.00
26/10/20	657017	KB AIR	Install Contractor Overload - 24/10/20	\$180.00	\$450.00
Total Air Conditioning Maintenance				\$450.00	

Audit Report

01/08/20	635217	NETSTRATA	Audit Preparation	\$223.18	\$223.18
Total Audit Report				\$223.18	

Bank Fees

31/07/20			Service Charge: Service Charge Fee	\$3.20	\$3.20
31/08/20			Service Charge: Service Charge Fee	\$4.00	\$7.20
30/09/20			Service Charge: Service Charge Fee	\$4.60	\$11.80
30/10/20			Service Charge: Service Charge Fee	\$3.40	\$15.20
30/11/20			Service Charge: Service Charge Fee	\$4.00	\$19.20
31/12/20			Service Charge: Service Charge Fee	\$4.20	\$23.40
29/01/21			Service Charge: Service Charge Fee	\$4.00	\$27.40
26/02/21			Service Charge: Service Charge Fee	\$3.40	\$30.80

Report Date: 10th March 2021

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			Total Bank Fees	\$30.80	
BAS & Tax Administration					
01/08/20	635217	NETSTRATA	Tax Administration*	\$1,103.38	\$1,103.38
01/11/20	659165	NETSTRATA	BAS Administration - 01/08/20 - 31/10/20	\$359.67	\$1,463.05
01/02/21	682792	NETSTRATA	BAS Administration - 01/11/20 - 31/01/21	\$359.67	\$1,822.72
			Total BAS & Tax Administration	\$1,822.72	
Capital Works Fund Report					
18/02/21	689296	SOLUTIONS IN ENGINEERING	Capital Works Fund Report - 17/02/21	\$1,043.64	\$1,043.64
			Total Capital Works Fund Report	\$1,043.64	
Cleaning - General					
02/07/20	627539	BEX CLEANING	Cleaning - June 2020	\$3,435.25	\$3,435.25
13/08/20	639680	BEX CLEANING	Cleaning - July 2020	\$3,435.25	\$6,870.50
21/08/20	641446	BEX CLEANING	Cleaning - August 2020	\$3,435.25	\$10,305.75
25/09/20	649992	BEX CLEANING	Cleaning - September 2020	\$3,435.25	\$13,741.00
23/10/20	656574	BEX CLEANING	Cleaning - October 2020	\$3,435.25	\$17,176.25
25/11/20	666028	BEX CLEANING	Cleaning - November 2020 + steam clean dog faeces	\$3,776.15	\$20,952.40
25/11/20	666028	BEX CLEANING	Sanitise garage room due to infestation - November 2020	\$200.00	\$21,152.40
14/12/20	672052	BEX CLEANING	Cleaning - December 2020	\$3,435.25	\$24,587.65
17/01/21	679219	PURE GLASS WINDOW CLEANING	Cleaning Window - January 2021	\$850.00	\$25,437.65
01/02/21	683900	BEX CLEANING	Cleaning - January 2021	\$3,435.25	\$28,872.90
24/02/21	690770	BEX CLEANING	Cleaning - February 2021	\$3,435.25	\$32,308.15
			Total Cleaning - General	\$32,308.15	
Cleaning - Pressure Cleaning					
13/07/20	630595	CRYSTAL SERVICES GROUP	Building Pressure Cleaning - July 2020	\$1,250.00	\$1,250.00
			Total Cleaning - Pressure Cleaning	\$1,250.00	
Debt Collection Fees					
01/11/20	659165	NETSTRATA	Levy Notice on 31/12/2020*	\$318.20	\$318.20
01/02/21	682792	NETSTRATA	Levy Notice on 31/03/2021*	\$381.84	\$700.04
			Total Debt Collection Fees	\$700.04	
DEFT Process Fees					
31/07/20			DEFT Process Fee	\$5.14	\$5.14
31/08/20			DEFT Process Fee	\$20.50	\$25.64
30/09/20			DEFT Process Fee	\$21.82	\$47.46
30/10/20			DEFT Process Fee	\$6.91	\$54.37
30/11/20			DEFT Process Fee	\$20.86	\$75.23
31/12/20			DEFT Process Fee	\$17.68	\$92.91

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29/01/21		DEFT Process Fee	\$2.73	\$95.64
26/02/21		DEFT Process Fee	\$20.95	\$116.59
		Total DEFT Process Fees	\$116.59	

Detention Pit & Pump Maintenance

18/11/20	664621	MAINS TO DRAINS	Pit & Pump Maintenance - 17/11/20	\$327.27	\$327.27
			Total Detention Pit & Pump Maintenance	\$327.27	

Electrical Repairs

31/08/20	643698	MATT KEENE ELECTRICAL	Install Tubes & Fitting - 14/08/20	\$338.00	\$338.00
30/10/20	658483	MATT KEENE ELECTRICAL	Installed Fittings & 2 Tubes - 30/10/20	\$486.00	\$824.00
02/02/21	684103	MATT KEENE ELECTRICAL	Install Sensor - 22/01/21	\$286.00	\$1,110.00
			Total Electrical Repairs	\$1,110.00	

Electricity Consumption

03/07/20	628058	ORIGIN ENERGY	Electricity Consumption - 01/06/20 - 30/06/20	\$1,605.30	\$1,605.30
03/08/20	636085	ORIGIN ENERGY	Electricity Consumption - 01/07/20 - 31/07/20	\$1,671.24	\$3,276.54
03/09/20	645083	ORIGIN ENERGY	Electricity Consumption - 01/08/20 - 31/08/20	\$1,649.10	\$4,925.64
06/10/20	652238	ORIGIN ENERGY	Electricity Consumption - 01/09/20 - 30/09/20	\$1,541.97	\$6,467.61
04/11/20	661141	ORIGIN ENERGY	Electricity Consumption - 01/10/20 - 31/10/20	\$1,637.49	\$8,105.10
03/12/20	669244	ORIGIN ENERGY	Electricity Consumption - 01/11/20 - 30/11/20	\$1,658.65	\$9,763.75
05/01/21	676009	ORIGIN ENERGY	Electricity Consumption - 01/12/20 - 31/12/20	\$1,737.44	\$11,501.19
03/02/21	684948	ORIGIN ENERGY	Electricity Consumption - 01/01/21 - 31/01/21	\$1,709.43	\$13,210.62
01/03/21	692173	ORIGIN ENERGY	Electricity Consumption - 01/02/21 - 28/02/21	\$1,573.98	\$14,784.60
			Total Electricity Consumption	\$14,784.60	

Fire Services

01/08/20	635217	NETSTRATA	Fire Compliance 01/05/20 to 31/07/20*	\$940.60	\$940.60
01/11/20	659165	NETSTRATA	Fire Compliance - 01/08/20 - 31/10/20	\$349.65	\$1,290.25
01/02/21	682792	NETSTRATA	Fire Compliance - 01/11/20 - 31/01/21	\$349.65	\$1,639.90
22/02/21	690161	MPK FIRE SAFETY	Reset C Bus - 23/02/21	\$187.00	\$1,826.90
			Total Fire Services	\$1,826.90	

Garage Security Gate / Shutter

16/07/20	631300	PT DOORS GARAGE DOOR	Service Agreement - 14/07/20	\$118.18	\$118.18
04/09/20	645594	PT DOORS GARAGE DOOR	Adjusted PE'S Tightened - 01/09/20	\$272.73	\$390.91
15/10/20	655211	PT DOORS GARAGE DOOR	Service Panel Door - 15/10/20	\$118.18	\$509.09
21/12/20	674254	PT DOORS GARAGE DOOR	Install Access Pro Chain Index - 20/12/20	\$300.00	\$809.09
21/12/20	674365	PT DOORS GARAGE DOOR	Callout To Attend Site - 18/12/20	\$118.18	\$927.27
			Total Garage Security Gate / Shutter	\$927.27	

Gardening

10/07/20	629913	ALL LAWN AND GARDEN	Gardening - June 2020	\$890.00	\$890.00
04/08/20	636233	ALL LAWN AND GARDEN	Gardening - July 2020	\$890.00	\$1,780.00

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31/08/20	643530	ALL LAWN AND GARDEN	Gardening - August 2020	\$890.00	\$2,670.00
28/09/20	650307	ALL LAWN AND GARDEN	Install New Valve - September 2020	\$230.00	\$2,900.00
08/10/20	653190	ALL LAWN AND GARDEN	Gardening - September 2020	\$890.00	\$3,790.00
30/10/20	658163	ALL LAWN AND GARDEN	Gardening - October 2020	\$890.00	\$4,680.00
30/11/20	667678	ALL LAWN AND GARDEN	Gardening - November 2020	\$890.00	\$5,570.00
21/12/20	673662	ALL LAWN AND GARDEN	Gardening - December 2020	\$890.00	\$6,460.00
21/12/20	674130	ALL LAWN AND GARDEN	Install Weather Station - Dec 2020	\$250.00	\$6,710.00
28/01/21	681648	ALL LAWN AND GARDEN	Gardening - January 2021	\$890.00	\$7,600.00
Total Gardening				\$7,600.00	

General Maintenance

20/08/20	641126	PRIORITY PLUS A/H	AH Four Lifts Not Working - 19/08/20	\$87.00	\$87.00
05/11/20	661805	THE GRAFFITI EATERS	Remove Spray Paint Graffiti - 06/10/20	\$240.91	\$327.91
01/03/21	692877	MAINTTECH	Welding On Site - 01/03/21	\$385.00	\$712.91
Total General Maintenance				\$712.91	

Inspection Fees

30/07/20	634107	CREDWELL CONSULTING	Fire Safety Consultancy - Stage 1 - 29/07/20	\$825.00	\$825.00
20/08/20	641149	SUTHERLAND SHIRE COUNCIL	AFSS_Inspection Fees	\$131.82	\$956.82
27/11/20	667140	CREDWELL CONSULTING	Stage 1 - Fire Safety Consultancy - 25/11/20	\$975.00	\$1,931.82
22/12/20	674377	CREDWELL CONSULTING	Fire Safety Consultancy - 15/12/20	\$1,200.00	\$3,131.82
03/03/21	693509	SUTHERLAND SHIRE COUNCIL	Fire Safety Administration Fee - 09/02/21	\$136.36	\$3,268.18
Total Inspection Fees				\$3,268.18	

Insurance Valuation Report

04/03/21	693965	BLUEPRINT PROPERTY	Insurance Valuation Report - 04/03/21	\$335.00	\$335.00
Total Insurance Valuation Report				\$335.00	

Lawn Mowing & Gardening

28/02/21	692026	ALL LAWN AND GARDEN	Gardening - February 2021	\$890.00	\$890.00
Total Lawn Mowing & Gardening				\$890.00	

Legislative Compliance

01/08/20	635217	NETSTRATA	Pre AGM Survey & Preparation	\$989.77	\$989.77
01/11/20	659165	NETSTRATA	Lift Registration	\$112.14	\$1,101.91
Total Legislative Compliance				\$1,101.91	

Lift Maintenance

31/08/20	643482	SCHINDLER LIFTS	Lift Maintenance - 01/10/20 - 31/12/20	\$4,588.40	\$4,588.40
01/09/20	643987	SCHINDLER LIFTS	Lift Maintenance - 01/10/20 - 31/12/20	\$429.25	\$5,017.65
26/11/20	666442	SCHINDLER LIFTS	Lift Maintenance - 01/01/21 - 31/03/21	\$4,588.40	\$9,606.05
26/11/20	666522	SCHINDLER LIFTS	Digital Services - 01/01/21 - 31/03/21	\$429.25	\$10,035.30
25/02/21	690961	SCHINDLER LIFTS	Lift Maintenance - 01/04/21 - 30/06/21	\$429.25	\$10,464.55
25/02/21	690962	SCHINDLER LIFTS	Lift Maintenance - 01/04/21 - 30/06/21	\$4,588.40	\$15,052.95

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			Total Lift Maintenance	\$15,052.95	
Lift Phone & Phone Charges					
01/08/20	635217	NETSTRATA	Phone Charges 01/05/20 to 31/07/20*	\$60.72	\$60.72
01/11/20	659165	NETSTRATA	Phone Charges 01/08/20 to 31/10/20*	\$68.57	\$129.29
01/02/21	682792	NETSTRATA	Phone Charges - 01/11/20 - 31/01/21*	\$64.19	\$193.48
			Total Lift Phone & Phone Charges	\$193.48	
Light Globes					
04/12/20	669812	MATT KEENE ELECTRICAL	Install LED Downlights & Tubes - 03/11/20	\$372.00	\$372.00
			Total Light Globes	\$372.00	
Locks & Doors					
06/07/20	628783	EXPERIENCE LOCKSMITHS	Install Door Closer To Foyer Entry - 03/07/20	\$527.00	\$527.00
04/08/20	636448	EXPERIENCE LOCKSMITHS	Install Electric Stike - 20/07/20	\$300.00	\$827.00
15/09/20	647728	BELLS LOCKSMITHS	Supply & Fit Keybox - 02/09/20	\$422.73	\$1,249.73
23/09/20	649449	JOMON ARCHITECTURAL HARDWARE PTY LTD	Install Key - 09/12/20	\$68.39	\$1,318.12
16/10/20	655359	BELLS LOCKSMITHS	Replace Door Closer - 14/10/20	\$465.00	\$1,783.12
02/11/20	659890	EXPERIENCE LOCKSMITHS	Repair & Service Foyer Doors - 07/10/20	\$260.00	\$2,043.12
27/11/20	666869	EXPERIENCE LOCKSMITHS	Install Master Key Safe - 26/11/20	\$250.00	\$2,293.12
			Total Locks & Doors	\$2,293.12	
Management Services					
01/08/20	635217	NETSTRATA	Management Services 01/08/20 to 31/10/20	\$3,958.98	\$3,958.98
15/09/20	647771	NETSTRATA	Management Services Adjustment 1/8/20 - 31/10/20	\$618.56	\$4,577.54
01/11/20	659165	NETSTRATA	Management Services - 01/11/20 - 31/01/21	\$4,572.50	\$9,150.04
01/02/21	682792	NETSTRATA	Management Services - 01/02/21 - 30/04/21	\$4,572.50	\$13,722.54
			Total Management Services	\$13,722.54	
Pest Control - General					
12/01/21	678048	DROP DEAD PEST MENAI	Pest Control - 12/01/21	\$618.18	\$618.18
			Total Pest Control - General	\$618.18	
Plumbing - General					
01/10/20	651333	JDT BUILDING	Investigate Water Ingress - 30/09/20	\$700.00	\$700.00
18/11/20	664619	MAINS TO DRAINS	Level0 Rectify Water Ingress - 17/11/20	\$163.64	\$863.64
18/11/20	664625	MAINS TO DRAINS	Repair Water Leak In Roof Space - 17/11/20	\$250.00	\$1,113.64
01/12/20	667788	MAINS TO DRAINS	Rectify Leak Below Kitchen Sink - 30/11/20	\$200.00	\$1,313.64
11/01/21	677706	MAINS TO DRAINS	Investigate Sewerage Smell - 12/01/21	\$730.91	\$2,044.55
19/01/21	679722	MAINS TO DRAINS	Sewer Line To Be Blocked - 20/01/21	\$795.45	\$2,840.00
09/03/21	695327	MAINS TO DRAINS	Install Hot Water Circulation Pump - 09/03/21	\$1,188.18	\$4,028.18
			Total Plumbing - General	\$4,028.18	

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Printing, Postage & Stationery

01/08/20	635217	NETSTRATA	Printing 01/05/20 to 31/07/20*	\$962.31	\$962.31
10/09/20	lot 5		lot 5-Stationery Lot Charge - 10/09/2020	-\$18.18	\$944.13
10/09/20	lot 6		lot 6-Stationery Lot Charge - 10/09/2020	-\$18.18	\$925.95
10/09/20	lot 18		lot 18-Stationery Lot Charge - 10/09/2020	-\$18.18	\$907.77
10/09/20	lot 24		lot 24-Stationery Lot Charge - 10/09/2020	-\$18.18	\$889.59
10/09/20	lot 29		lot 29-Stationery Lot Charge - 10/09/2020	-\$18.18	\$871.41
10/09/20	lot 31		lot 31-Stationery Lot Charge - 10/09/2020	-\$18.18	\$853.23
10/09/20	lot 52		lot 52-Stationery Lot Charge - 10/09/2020	-\$18.18	\$835.05
10/09/20	lot 54		lot 54-Stationery Lot Charge - 10/09/2020	-\$18.18	\$816.87
10/09/20	lot 59		lot 59-Stationery Lot Charge - 10/09/2020	-\$18.18	\$798.69
10/09/20	lot 66		lot 66-Stationery Lot Charge - 10/09/2020	-\$18.18	\$780.51
10/09/20	lot 67		lot 67-Stationery Lot Charge - 10/09/2020	-\$18.18	\$762.33
01/11/20	659165	NETSTRATA	Printing & Postage - 01/08/20 - 31/10/20*	\$1,605.34	\$2,367.67
01/12/20	lot 5		lot 5-Stationery Lot Charge - 01/12/2020	-\$18.18	\$2,349.49
01/12/20	lot 6		lot 6-Stationery Lot Charge - 01/12/2020	-\$18.18	\$2,331.31
01/12/20	lot 18		lot 18-Stationery Lot Charge - 01/12/2020	-\$18.18	\$2,313.13
01/12/20	lot 24		lot 24-Stationery Lot Charge - 01/12/2020	-\$18.18	\$2,294.95
01/12/20	lot 29		lot 29-Stationery Lot Charge - 01/12/2020	-\$18.18	\$2,276.77
01/12/20	lot 31		lot 31-Stationery Lot Charge - 01/12/2020	-\$18.18	\$2,258.59
01/12/20	lot 52		lot 52-Stationery Lot Charge - 01/12/2020	-\$18.18	\$2,240.41
01/12/20	lot 54		lot 54-Stationery Lot Charge - 01/12/2020	-\$18.18	\$2,222.23
01/12/20	lot 59		lot 59-Stationery Lot Charge - 01/12/2020	-\$18.18	\$2,204.05
01/12/20	lot 66		lot 66-Stationery Lot Charge - 01/12/2020	-\$18.18	\$2,185.87
01/12/20	lot 67		lot 67-Stationery Lot Charge - 01/12/2020	-\$18.18	\$2,167.69
01/02/21	682792	NETSTRATA	Printing & Postage - 01/11/20 - 31/01/21*	\$836.73	\$3,004.42
01/03/21	lot 5		lot 5-Stationery Lot Charge - 01/03/2021	-\$18.18	\$2,986.24
01/03/21	lot 6		lot 6-Stationery Lot Charge - 01/03/2021	-\$18.18	\$2,968.06
01/03/21	lot 18		lot 18-Stationery Lot Charge - 01/03/2021	-\$18.18	\$2,949.88
01/03/21	lot 24		lot 24-Stationery Lot Charge - 01/03/2021	-\$18.18	\$2,931.70
01/03/21	lot 29		lot 29-Stationery Lot Charge - 01/03/2021	-\$18.18	\$2,913.52
01/03/21	lot 31		lot 31-Stationery Lot Charge - 01/03/2021	-\$18.18	\$2,895.34
01/03/21	lot 52		lot 52-Stationery Lot Charge - 01/03/2021	-\$18.18	\$2,877.16
01/03/21	lot 54		lot 54-Stationery Lot Charge - 01/03/2021	-\$18.18	\$2,858.98
01/03/21	lot 59		lot 59-Stationery Lot Charge - 01/03/2021	-\$18.18	\$2,840.80
01/03/21	lot 66		lot 66-Stationery Lot Charge - 01/03/2021	-\$18.18	\$2,822.62
01/03/21	lot 67		lot 67-Stationery Lot Charge - 01/03/2021	-\$18.18	\$2,804.44
Total Printing, Postage & Stationery				\$2,804.44	

Strata Administration

21/07/20	632178	PRIME STRATA SUPPORT	Annual Check Of Licenses, Insurances & Qualifications Of X 28 Suppliers (June 2020)	\$735.00	\$735.00
01/08/20	635217	NETSTRATA	Additional meetings over allowance (2 included), 4 additional meetings total of 9.5 hours - Preparation, attendance and minutes. 5.5 hours charged	\$1,300.00	\$2,035.00
01/08/20	635217	NETSTRATA	Cladding works (review fo documentation from Landlay, correspondence to Landlay from requests from Owners and phone calls to Landlay) total 3 hours, 1 hour charged	\$236.36	\$2,271.36
01/11/20	659165	NETSTRATA	Order Capital Works Fund Report	\$118.18	\$2,389.54
01/11/20	659165	NETSTRATA	review, sign and execute IMF BENTHAM AND WILLIAM ROBERTS LAWYERS agreement.	\$118.18	\$2,507.72

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01/11/20	659165	NETSTRATA	Supply 1 x Abloy Key	\$27.27	\$2,534.99
01/11/20	659165	NETSTRATA	Annual Strata Administration	\$923.05	\$3,458.04
01/02/21	682792	NETSTRATA	Additional EGM (BM and remedial quotes, notice, minutes) total of 2.75 hours, 1.75 hour charged	\$413.64	\$3,871.68
01/02/21	682792	NETSTRATA	management of cladding removal, liasing with owners and landlay (total of 6 hours, 2 hours charged)	\$472.73	\$4,344.41
01/02/21	682792	NETSTRATA	Stationery By-law Administration	\$777.27	\$5,121.68
Total Strata Administration				\$5,121.68	

Waste Removal

01/11/20	659165	NETSTRATA	Arrange council clean up on 29/09/2020	\$670.00	\$670.00
01/02/21	682792	NETSTRATA	Arrange council clean up on 02/02/2021	\$670.00	\$1,340.00
Total Waste Removal				\$1,340.00	

Water Consumption

12/08/20	639382	SYDNEY WATER	Water Consumption - 13/05/20 - 10/08/20	\$3,568.80	\$3,568.80
13/11/20	663765	SYDNEY WATER	Water Consumption - 11/08/20 - 11/11/20	\$5,212.30	\$8,781.10
14/02/21	687642	SYDNEY WATER	Water Consumption - 12/11/20 - 12/02/21	\$5,708.15	\$14,489.25
Total Water Consumption				\$14,489.25	

Total Administrative Expenses \$130,864.98

CAPITAL WORKS FUND OTHER INCOME

Date	Ref.	Payee	Details	Amt.	Bal.
Interest On Levy Arrears					
10/07/20	lot 3		lot 3-DEFT I/Tfr: DEFT I/CCd MC 000002812	\$3.60	\$3.60
28/07/20	lot 60		lot 60-BPay Payment: DEFT Bpay 0000028177	\$4.92	\$8.52
28/07/20	lot 60		lot 60-BPay Payment: DEFT Bpay 0000028177	\$4.95	\$13.47
06/08/20	lot 46		lot 46-Cheque - CHQ: DEFT Chq 0000028163	\$18.87	\$32.34
19/08/20	lot 34		lot 34-BPay Payment: DEFT Bpay 0000028151	\$28.63	\$60.97
19/08/20	lot 34		lot 34-BPay Payment: DEFT Bpay 0000028151	\$23.22	\$84.19
31/08/20	lot 46		lot 46-Cheque - CHQ: DEFT Chq 0000028163	\$13.87	\$98.06
08/10/20	lot 46		lot 46-Cheque - CHQ: DEFT Chq 0000028163	\$9.78	\$107.84
26/10/20	lot 34		lot 34-BPay Payment: DEFT Bpay 0000028151	\$21.18	\$129.02
09/11/20	lot 34		lot 34-BPay Payment: DEFT Bpay 0000028151	\$12.38	\$141.40
25/11/20	lot 30		lot 30-Cheque - CHQ: DEFT Chq 0000028147	\$15.26	\$156.66
25/11/20	lot 30		lot 30-Cheque - CHQ: DEFT Chq 0000028147	\$9.54	\$166.20
02/12/20	lot 8		lot 8-BPay Payment: DEFT Bpay 0000028125	\$4.40	\$170.60
02/12/20	lot 8		lot 8-BPay Payment: DEFT Bpay 0000028125	\$9.02	\$179.62
22/01/21	lot 38		lot 38-BPay Payment: DEFT Bpay 0000028155	\$7.04	\$186.66
04/02/21	lot 3		lot 3-DEFT I/Tfr: DEFT I/CCd MC 000002812	\$7.41	\$194.07
18/02/21	lot 60		lot 60-Credit Card - CCD: DEFT CCd VI 0000	\$7.73	\$201.80
19/02/21	lot 46		lot 46-BPay Payment: DEFT Bpay 0000028163	\$17.89	\$219.69
24/02/21			interest on levy reversal	-\$8.84	\$210.85
24/02/21	lot 46		lot 46-interest on levy reversal	\$8.84	\$219.69
01/03/21	lot 5		lot 5-Cash - CSH: DEFT Csh 0000028122	\$6.75	\$226.44

Strata Plan 89754
273A FOWLER ROAD ILLAWONG
Total Interest On Levy Arrears **\$226.44**
Total Capital Works Other Income **\$226.44**
CAPITAL WORKS FUND EXPENSES

Date	Ref.	Payee	Details	Amt.	Bal.
Air Conditioning Maintenance					
19/10/20	655593	KB AIR	Replace Exhaust Fan - 17/10/20	\$2,600.00	\$2,600.00
			Total Air Conditioning Maintenance	\$2,600.00	
Building Repairs					
29/10/20	658097	WYNN CONSTRUCTION GROUP	10% Deposit As Per Contract - 22/10/20	\$11,127.55	\$11,127.55
03/12/20	669231	WYNN CONSTRUCTION GROUP	Remedial Building Works - Progress Claim #2	\$85,497.14	\$96,624.69
			Total Building Repairs	\$96,624.69	
Building Warranty					
31/08/20	643724	LANDLAY CONSULTING	Contracts - 26/08/20	\$1,250.00	\$1,250.00
02/12/20	668818	LANDLAY CONSULTING	Superintendancy - 29/11/20	\$7,644.19	\$8,894.19
21/12/20	674065	LANDLAY CONSULTING	Superintendancy - 17/12/20	\$849.36	\$9,743.55
			Total Building Warranty	\$9,743.55	
Gardening					
21/09/20	649427	ALL LAWN AND GARDEN	Lawn Renovation - 31/08/20	\$1,000.00	\$1,000.00
			Total Gardening	\$1,000.00	
General Maintenance					
05/08/20	637000	ADVANCE CONTRACTING	Painting Works - 31/07/20	\$444.00	\$444.00
05/08/20	637004	ADVANCE CONTRACTING	Painting Works - 31/07/20	\$5,982.00	\$6,426.00
03/12/20	669112	ADVANCE CONTRACTING	U13 Balcony Soffit Repairs - 30/11/20	\$1,068.00	\$7,494.00
			Total General Maintenance	\$7,494.00	
			Total Capital Works Expenses	\$117,462.24	

Strata Plan 89754
Lot 42, 273A FOWLER ROAD ILLAWONG

Date	Fund	Details	Debit	Credit	Balance
18/05/20	Administrative	BPay Payment: DEFT Bpay 0000028159		1,203.30	1,203.30
18/05/20	Capital Works	BPay Payment: DEFT Bpay 0000028159		443.95	1,647.25
01/06/20	Administrative	Levy 1/6/2020-31/8/2020	1,203.30		443.95
01/06/20	Capital Works	Levy 1/6/2020-31/8/2020	443.95		0.00
01/09/20	Administrative	BPay Payment: DEFT Bpay 0000028159		1,223.45	1,223.45
01/09/20	Capital Works	BPay Payment: DEFT Bpay 0000028159		646.95	1,870.40
10/09/20	Administrative	Levy 1/9/2020-30/11/2020	1,223.45		646.95
10/09/20	Capital Works	Levy 1/9/2020-30/11/2020	646.95		0.00
24/11/20	Administrative	BPay Payment: DEFT Bpay 0000028159		1,223.45	1,223.45
24/11/20	Capital Works	BPay Payment: DEFT Bpay 0000028159		646.95	1,870.40
01/12/20	Administrative	Levy 1/12/2020-28/2/2021	1,223.45		646.95
01/12/20	Capital Works	Levy 1/12/2020-28/2/2021	646.95		0.00
01/03/21	Administrative	Levy 1/3/2021-31/5/2021	1,223.45		(1,223.45)
01/03/21	Capital Works	Levy 1/3/2021-31/5/2021	646.95		(1,870.40)
02/03/21	Administrative	BPay Payment: DEFT Bpay 0000028159		1,223.45	(646.95)
02/03/21	Capital Works	BPay Payment: DEFT Bpay 0000028159		646.95	0.00
			7,258.45	7,258.45	0.00
				Interest Due:	\$0.00
				Total Due:	\$0.00

Strata Plan 89754

273A FOWLER ROAD ILLAWONG

S/Plan 89754
Building Address 273A FOWLER ROAD
Suburb ILLAWONG

Units 67 **Lots** 67
State NSW **Post Code** 2234
ABN 99612092683
GST Yes
Manager Robert Mussalli

Original Proprietor:

Address:

Registered: 04/07/14

AGM Date: 30/07/21

Revaluation Date: 01/02/22

Services Date:

Financial Year: 01/07/20 - 30/06/21

1st Levy Due: 10/09/20

2nd Levy Due: 01/12/20

3rd Levy Due: 01/03/21

4th Levy Due: 01/06/21

Unit of Entitlement Breakdown by Lot

Lot	Unit	Name	Entitlement Units
1	1	Phillip & Sharon Dobbs	159
2	2	Garabed Najjarian	128
3	3	Michael Holland	128
4	4	Paul & Helen Blazley	158
5	5	Zunilda Zamora	152
6	6	Peter Gourdouvelis & Natalie S	153
7	7	Ingrid & Peter McPhe	122
8	8	Alice Kew & Patrick Lao	122
9	9	Edward & Robyn McLaren	153
10	10	Kathryn Maree Hoban	150
11	11	Margaret Patricia Hucker	122
12	12	Lynette Gaunt & John Miller	122
13	13	Patricia McGuirk	152
14	14	Sydney & Kathryn Cusack	147
15	15	Richard Phillips and Beverle Phillips	157
16	16	Monique Herald	152
17	17	Toni & Charles Zirkovic	150
18	18	Pahk Fung & Chung Fung	123
19	19	Kinsalod Properties Pty Ltd	121

Report Date: 10th March 2021

Strata Plan 89754
273A FOWLER ROAD ILLAWONG

S/Plan 89754
Building Address 273A FOWLER ROAD
Suburb ILLAWONG

Units 67 **Lots** 67
State NSW **Post Code** 2234
ABN 99612092683
GST Yes
Manager Robert Mussalli

Unit of Entitlement Breakdown by Lot

Lot	Unit	Name	Entitlement Units
20	20	Dimitra Panagos	150
21	21	Neo & Angela Simillis	152
22	22	Clifford & Suzanne Taylor	123
23	23	Avram Zivojinovic	123
24	24	Barry & Kathleen Ackerley	152
25	25	Bruce Taylor & Deborah Taylor	147
26	26	Bruce & Lynette Monahan	194
27	27	Lynette Monahan	151
28	28	Joan May Thomas	153
29	29	Karlo Jehnic & Miranda Saric	149
30	30	Kim Helga Cook	141
31	31	Cathy Maree Macintyre	105
32	32	Wei Ding	145
33	33	Karen Gossage	138
34	34	Stirling Savona & Monica Savona	145
35	35	Steven & Stethanie Koenig	152
36	36	Grayham & Pamela Bouzaid	121
37	37	Jianming Wu	121
38	38	Terry Godfrey & Tracey Godfrey	152
39	39	Jennifer Ann Johnston	192
40	40	Eugene & Catherine Devine	192
41	41	Robert & Patricia Harlum	149
42	42	Suzanne McClelland	199
43	43	Stephen & Julie Cardenzana	151
44	44	Kay Phyllis Hext	151
45	45	Tracey Leanne Griffiths	143
46	46	Harry Tobbagi	124
47	47	Whitwealth Pty Ltd	141

Strata Plan 89754
273A FOWLER ROAD ILLAWONG

S/Plan 89754
Building Address 273A FOWLER ROAD
Suburb ILLAWONG

Units 67 **Lots** 67
State NSW **Post Code** 2234
ABN 99612092683
GST Yes
Manager Robert Mussalli

Unit of Entitlement Breakdown by Lot

Lot	Unit	Name	Entitlement Units
48	48	Svatava & Roman Lastovica	144
49	49	Margaret Ann Laxton	147
50	50	Beverley Smiles & Robert Smiles	196
51	51	Graeme Ellis & Jo-Ann Mayfield	196
52	52	KEY SITES PTY LTD ANORS	200
53	53	Jeanette & Donald Shepherd	146
54	54	Domenic & Francesco Pelli	118
55	55	Michael & Joanne Auciello	143
56	56	Brian & Joy Heath	120
57	57	Victoria Louise Johnson	138
58	58	Joanne Faye Hynard	139
59	59	John & Stavroula Savvas	149
60	60	Christopher John Morgan-Monk	142
61	61	Cristina Maria Ferrarini	142
62	62	Lois Mary Brancourt	209
63	63	Paul Davies & Melissa Briggs	122
64	64	Alexandra Blair McDonald	139
65	65	Michael James Venables-Walker	149
66	66	KEY SITES PTY LTD ANORS	213
67	67	KEY SITES PTY LTD ANORS	218
Aggregate Unit Entitlement			9997
Building Aggregate			9997

Strata Plan 89754
273A FOWLER ROAD ILLAWONG

S/Plan 89754
Building Address 273A FOWLER ROAD
Suburb ILLAWONG

Units 67 **Lots** 67
State NSW **Post Code** 2234
ABN 99612092683
GST Yes
Manager Robert Mussalli

Lot: 42 **Unit: 42**

Date of Dealing:

Unit Entitlement: 199 / 9997

Owner Name: Suzanne McClelland

Levy Address: PO Box 91
HOXTON PARK NSW 2171

Notice Address: PO Box 91
HOXTON PARK NSW 2171

Postal Address: PO Box 91
HOXTON PARK NSW 2171

Tenant Name:

Managing Agent:

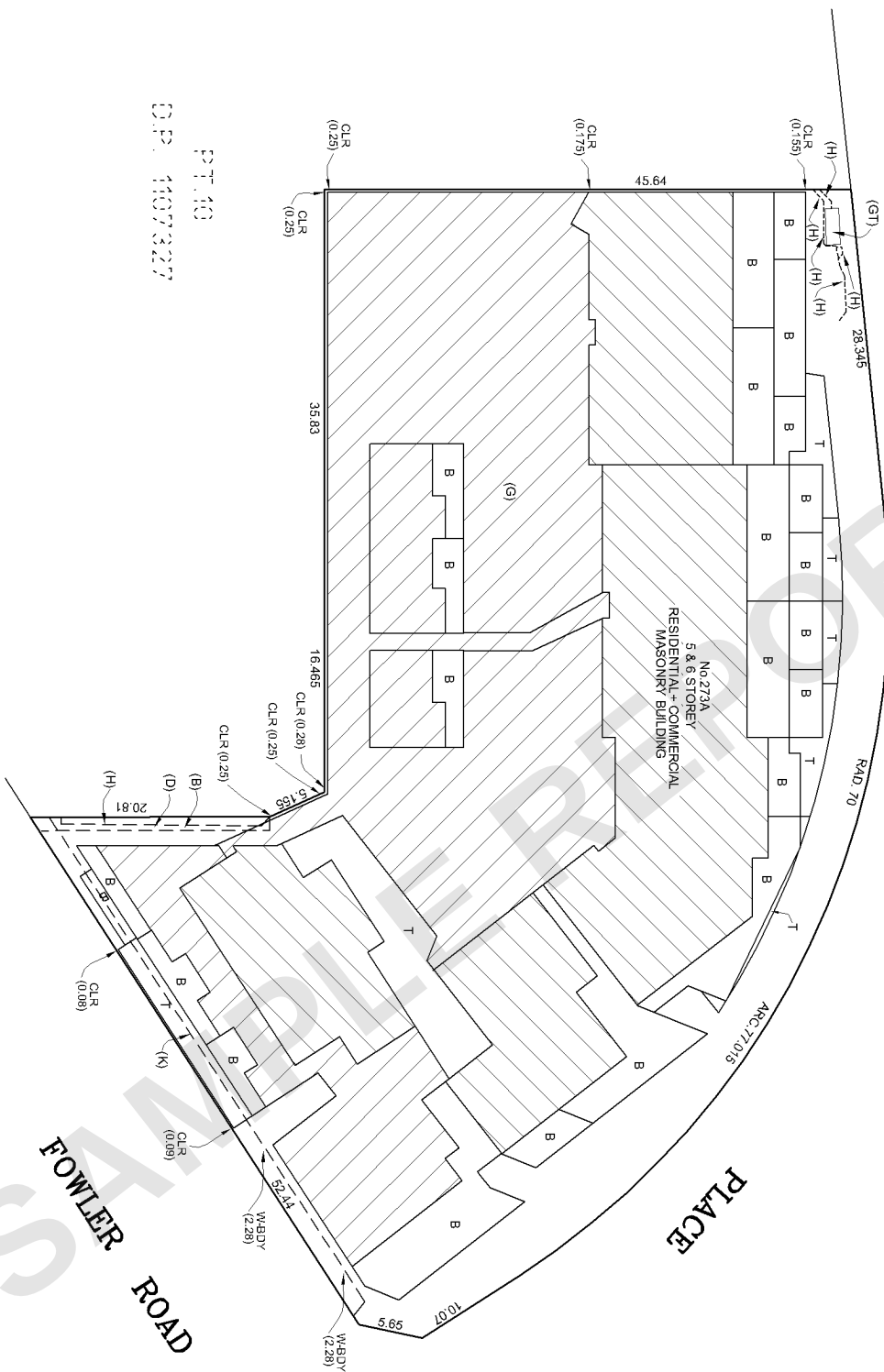
Agent Address:

Owner History

07/07/14 Owner - Investor KEY SITES PTY LTD ANORS
13/08/14 Owner - Investor Suzanne McClelland

PLACE

No.273A
5 & 6 STOREY
RESIDENTIAL + COMMERCIAL
MASONRY BUILDING



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LOCATION PLAN

- (B) RIGHT ACCESS 1.2 WIDE (LIMIT IN STRUTUM), DP1107327
- (C) EASEMENT FOR SERVICES (LIMIT IN STRUTUM), DP1107327
- (K)-EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPE(S) (APPROXIMATE POSITION), DP1190114
- (H)-EASEMENT TO DRAIN SEWAGE OVER EXISTING LINE OF PIPE(S) (APPROXIMATE POSITION), DP1190114
- (G) EASEMENT FOR SUPPORT (WHOLE LOT), DP1107327
- (T)-DENOTES GREASE TRAP, DP1190114

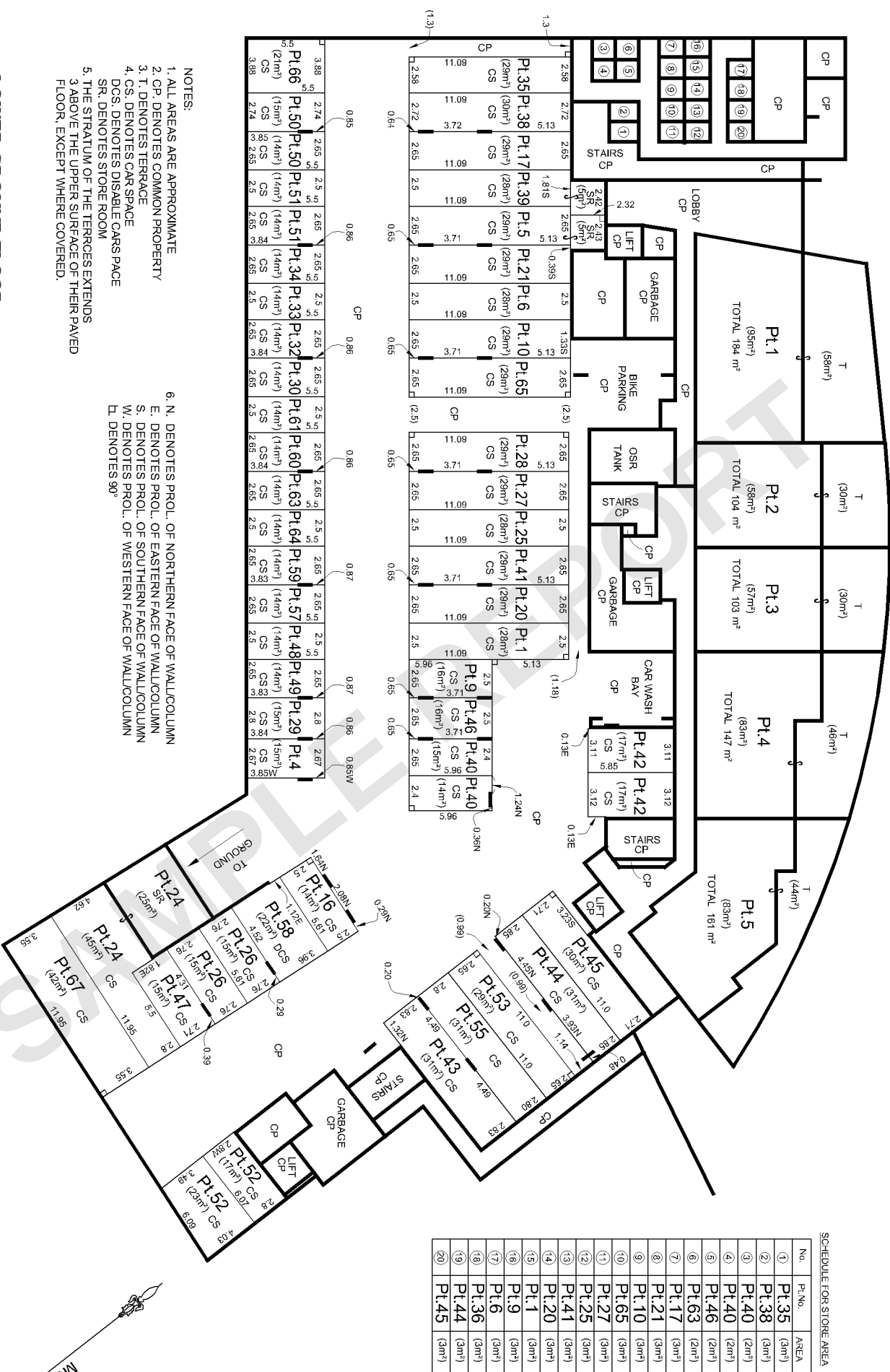
Surveyor : ANTHONY TODARELLO
Surveyor's Ref : 8762-Strata
Subdivision No : SC2040
Lengths are in metres. Reduction Ratio 1 : 400

Registered

04.07.2014

SP89754





LOWER GROUND FLOOR

- NOTES:
1. ALL AREAS ARE APPROXIMATE
2. CP. DENOTES COMMON PROPERTY
3. T. DENOTES TERRACE
4. CS. DENOTES CAR SPACE
- DCS. DENOTES DISABLE CAR SPACE
- SR. DENOTES STORE ROOM
5. THE STRATUM OF THE TERRACE EXTENDS 3 ABOVE THE UPPER SURFACE OF THEIR PAVED FLOOR, EXCEPT WHERE COVERED.
6. N. DENOTES PROL. OF NORTHERN FACE OF WALLCOLUMN
- E. DENOTES PROL. OF EASTERN FACE OF WALLCOLUMN
- S. DENOTES PROL. OF SOUTHERN FACE OF WALLCOLUMN
- W. DENOTES PROL. OF WESTERN FACE OF WALLCOLUMN
- L. DENOTES 90°

Surveyor : ANTHONY TODARELLO
 Surveyor's Ref : 8762-Strata
 Subdivision No : SC2040
 Lengths are in metres. Reduction Ratio 1 : 250

Registered
04.07.2014

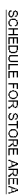
SP89754



NOTES:

1. ALL AREAS ARE APPROXIMATE
2. CP. DENOTES COMMON PROPERTY
3. B. DENOTES BALCONY
4. CY. DENOTES COURTYARD
4. CS. DENOTES CAR SPACE
- DCS. DENOTES DISABLE CAR SPACE
- SR. DENOTES STORE ROOM
5. THE STRATUM OF THE BALCONIES EXTENDS 3 ABOVE THE UPPER SURFACE OF THEIR PAVED FLOOR, EXCEPT WHERE COVERED.
6. N. DENOTES PROL. OF NORTHERN FACE OF WALL/COLUMN
- E. DENOTES PROL. OF EASTERN FACE OF WALL/COLUMN
- S. DENOTES PROL. OF SOUTHERN FACE OF WALL/COLUMN
- h. DENOTES 90°
7. NW/CNR. DENOTES NORTH-WEST CORNER

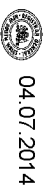
SP89754



Pt.34 (49m²) TOTAL 123 m²	Pt.33 (50m²) TOTAL 125 m²	Pt.32 (49m²) TOTAL 125 m²
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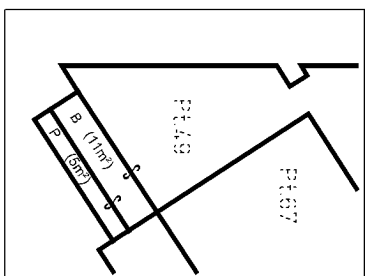
Surveyor : ANTHONY TODARELLO
 Surveyor's Ref : 8762-Strata
 Subdivision No : SC2040
 lengths are in metres. Reduction Ratio 1 : 250



SP89754

- NOTES:
1. ALL AREAS ARE APPROXIMATE
 2. CP: DENOTES COMMON PROPERTY
 3. B: DENOTES BALCONY
 - P: DENOTES PLANTER
 4. THE STRATUM OF THE BALCONIES & PLANTER EXTENDS 3 ABOVE THE UPPER SURFACE OF THEIR PAVED FLOOR, EXCEPT WHERE COVERED.

SECOND FLOOR

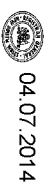


DIAGRAM

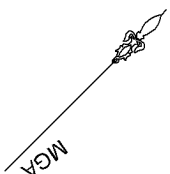
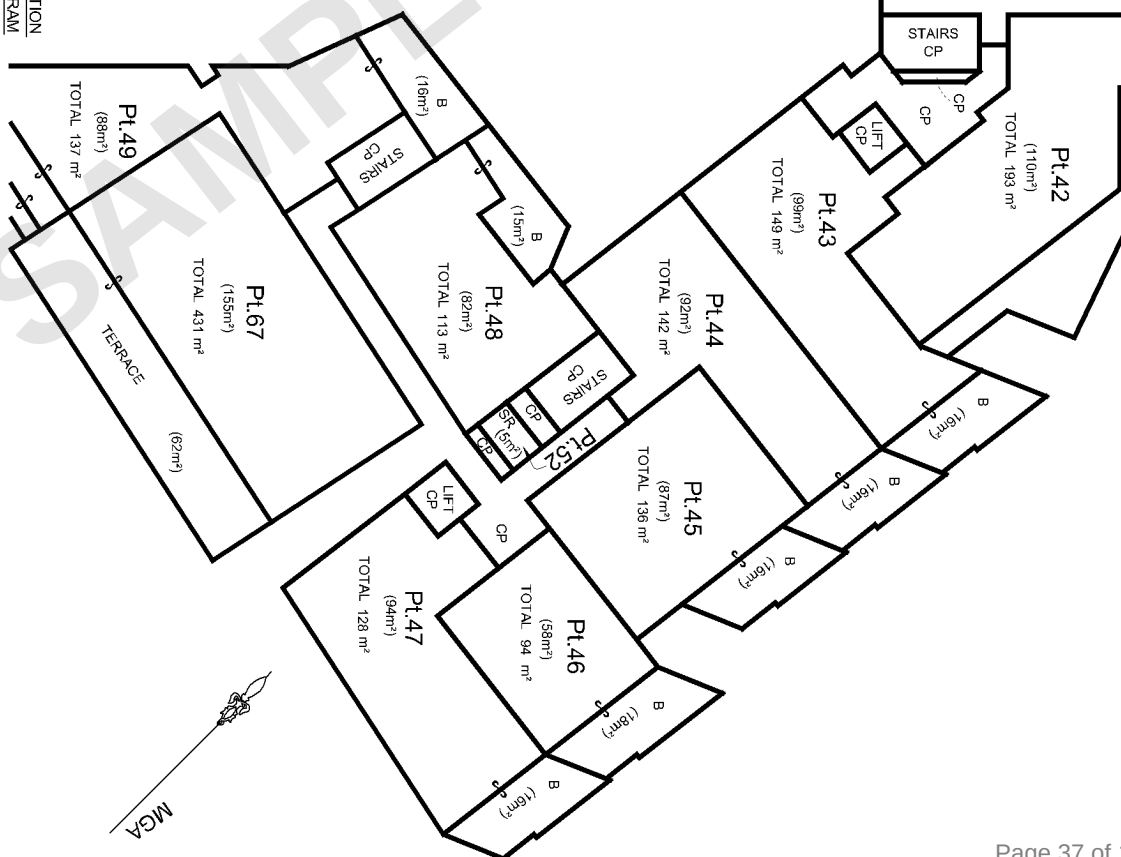
FOR CONTINUATION
SEE DIAGRAM

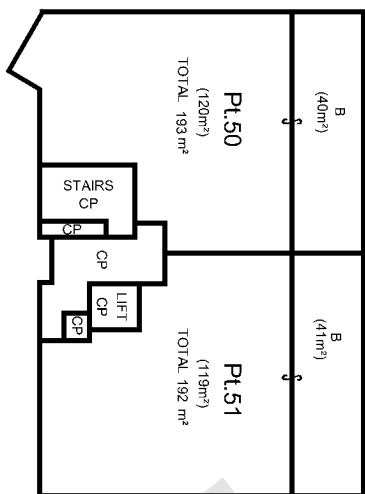
Surveyor : ANTHONY TODARELLO
Surveyor's Ref : 8762 - Strata
Subdivision No : SC2040
Lengths are in metres. Reduction Ratio 1 : 250

Registered
04.07.2014

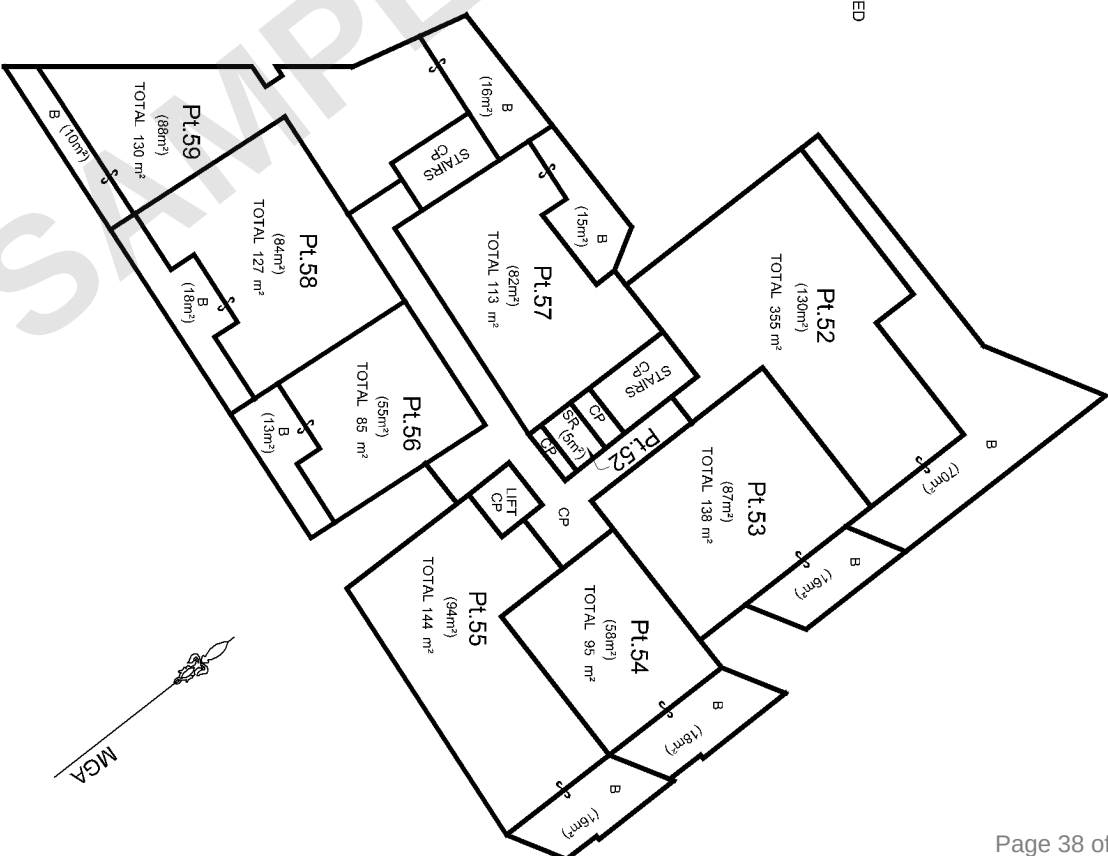
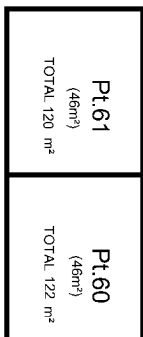


SP89754





- NOTES:
1. ALL AREAS ARE APPROXIMATE
 2. CP, DENOTES COMMON PROPERTY
 3. B, DENOTES BALCONY
 4. THE STRATUM OF THE BALCONIES EXTENDS 3 ABOVE THE UPPER SURFACE OF THEIR PAVED FLOOR, EXCEPT WHERE COVERED.



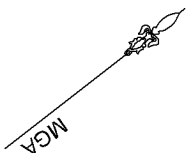
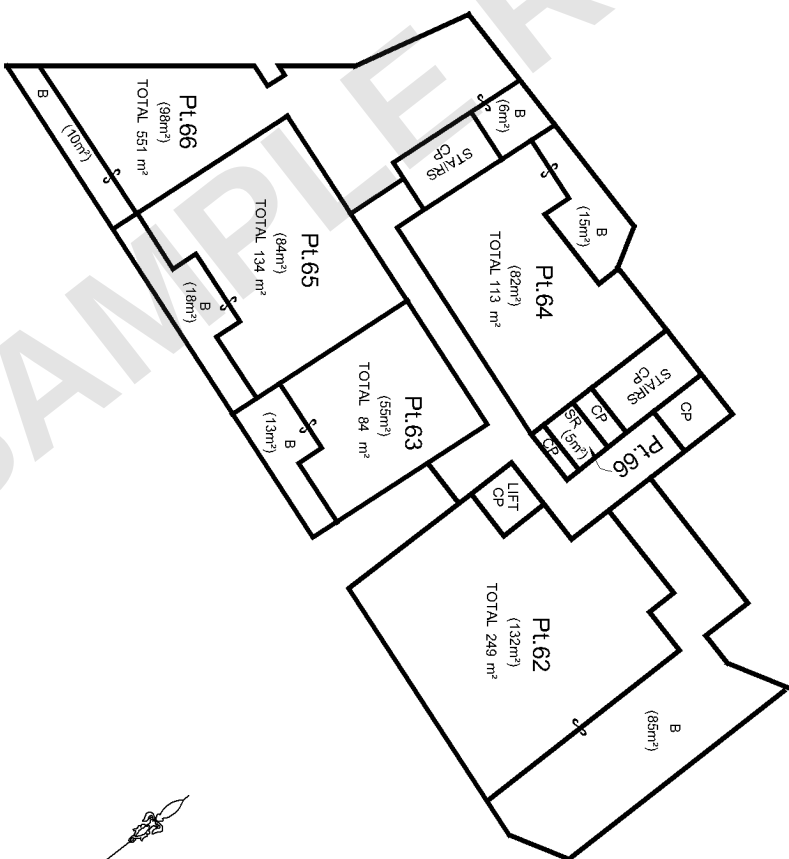
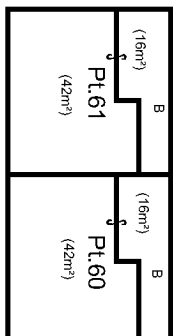
THIRD FLOOR

Surveyor : ANTHONY TODARELLO
 Surveyor's Ref : 8762-Strata
 Subdivision No : SC2040
 lengths are in metres. Reduction Ratio 1 : 250

Registered
 04.07.2014

SP89754

- NOTES:
1. ALL AREAS ARE APPROXIMATE
 2. CP, DENOTES COMMON PROPERTY
 3. B, DENOTES BALCONY
 4. THE STRATUM OF THE BALCONIES EXTENDS ABOVE THE UPPER SURFACE OF THEIR PAVED FLOOR, EXCEPT WHERE COVERED.



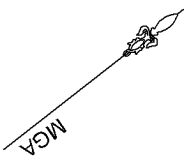
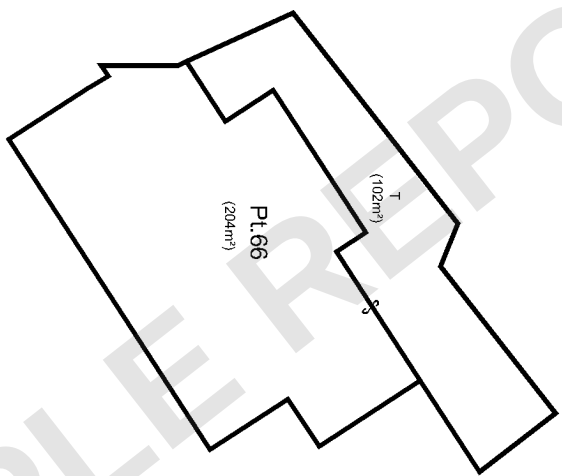
FOURTH FLOOR

Surveyor : ANTHONY TODARELLO
 Surveyor's Ref : 8762-Strata
 Subdivision No : SC2040
 Lengths are in metres. Reduction Ratio 1 : 250

Registered
 04.07.2014

SP89754

- NOTES:
- 1. ALL AREAS ARE APPROXIMATE
 - 2. T. DENOTES TERRACE
 - 3. THE STRATUM OF THE TERRACE EXTENDS ABOVE THE UPPER SURFACE OF THEIR PAVED FLOOR, EXCEPT WHERE COVERED.



FIFTH FLOOR

Surveyor : ANTHONY TODARELLO
Surveyor's Ref : 8762 - Strata
Subdivision No : SC2040
Lengths are in metres. Reduction Ratio 1 : 250

Registered

04.07.2014

SP89754

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  04.07.2014
Purpose: STRATA PLAN

SP89754

PLAN OF SUBDIVISION OF LOT 11 DP
1107327

LGA: SUTHERLAND SHIRE
Locality: ILLAWONG
Parish: HOLSWORTHY
County: CUMBERLAND

Strata Certificate (Approved Form 5)

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners – Strata Plan No 89754
273A FOWLER ROAD, ILLAWONG 2234

The adopted by-laws for the scheme are:

- * ~~MIXED USE Model By-laws~~
- * ~~together with, Keeping of animals, Option A~~
- * By-laws in ~~13~~ ¹⁴ sheets filed with plan.
- * Strike through if inapplicable
- ^ Insert the type to be adopted (Schedules 2 - 7 Strata Schemes Management Regulation 2010)

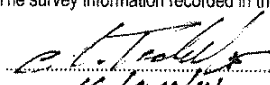
Surveyor's Certificate (Approved Form 3)

I, ANTHONY TODARELLO, ATS LAND & ENGINEERING SURVEYORS P/L
of 3/75 RYEDALE ROAD WEST RYDE
a surveyor registered under the Surveying and Spatial Information Act 2002, hereby
certify that:

- (1) Each applicable requirement of
 - * Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met
 - * Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met;

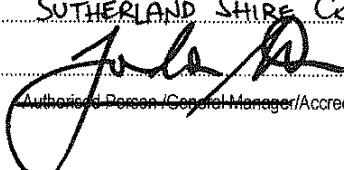
- (2) ~~*(a) The building encroaches on a public place;~~
~~*(b) The building encroaches on land (other than a public place), and an~~
~~appropriate easement has been created by ^~~
~~to permit the encroachment to remain~~

- *(3) The survey information recorded in the accompanying location plan is accurate.

Signature: 
Date: 16/04/14

- * Strike through if inapplicable.
- ^ Insert the deposited plan number or dealing number of the instrument that created the easement

- (1) ~~The Council of~~
The Accredited Certifier: GORDON WREN
Accreditation number: BPS0447
has made the required inspections and is satisfied that the requirements of;
*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and
clause 29A Strata Schemes (Freehold Development) Regulation 2012,
~~*(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and~~
~~clause 30A of the Strata Schemes (Leasehold Development) Regulation~~
2012;
have been complied with and approves of the proposed strata plan illustrated in
the plan with this certificate.
- *(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant
development consent in force, and that all conditions of the development consent
that by its terms are required to be complied with before a strata certificate may
be issued, have been complied with.
- ~~*(3) The strata plan is part of a development scheme. The council or accredited~~
~~certifier is satisfied that the plan is consistent with any applicable conditions of the~~
~~relevant development consent and that the plan gives effect to the stage of the~~
~~strata development contract to which it relates.~~
- *(4) The building encroaches on a public place and;
*(a) The Council does not object to the encroachment of the building beyond the
alignment of
*(b) The Accredited Certifier is satisfied that the building complies with the
relevant development consent which is in force and allows the
encroachment.
- *(5) This approval is given on the condition that lot(s) ^
are created as utility lots in accordance with section 39 of the Strata Schemes
(Freehold Development) Act 1973 or section 68 of the Strata Schemes
(Leasehold Development) Act 1986.

Date: 16TH APRIL 2014
Subdivision number: SC 2040
Relevant Development Consent number: 11/0090 & 12/0204
Issued by: SUTHERLAND SHIRE COUNCIL
Signature: 

Authorised Person / General Manager / Accredited Certifier

- * Strike through if inapplicable.
- ^ Insert lot numbers of proposed utility lots.

Signatures, Seals and Section 88B Statements should appear
on STRATA PLAN FORM 3A

SURVEYOR'S REFERENCE: 8762-STRATA

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Office Use Only

Registered: 04.07.2014



SP89754

PLAN OF SUBDIVISION OF LOT 11 DP
1107327

- This sheet is for the provision of the following information as required:
- A Schedule of Unit Entitlements.
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
 - Signatures and seals - see 195D *Conveyancing Act 1919*.
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC 2040

Date of endorsement: 16th APRIL 2014

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

LOT	U.E.	LOT	U.E.	LOT	U.E.
1	159	24	152	47	141
2	128	25	147	48	144
3	128	26	194	49	147
4	158	27	151	50	196
5	152	28	153	51	196
6	153	29	149	52	200
7	122	30	141	53	146
8	122	31	105	54	118
9	153	32	145	55	143
10	150	33	138	56	120
11	122	34	145	57	138
12	122	35	152	58	139
13	152	36	121	59	149
14	147	37	121	60	142
15	157	38	152	61	142
16	152	39	192	62	209
17	150	40	192	63	122
18	123	41	149	64	139
19	121	42	199	65	149
20	150	43	151	66	213
21	152	44	151	67	218
22	123	45	143	TOTAL	9997
23	123	46	124		

Surveyor's Reference: 8762-STRATA

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only
Registered:  04.07.2014

PLAN OF SUBDIVISION OF LOT 11 DP
1107327

SP89754

Office Use Only

This sheet is for the provision of the following information as required:

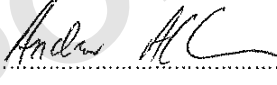
- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
- Signatures and seals - see 195D *Conveyancing Act 1919*.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC 2040
Date of endorsement: 16TH APRIL 2014

I certify that the person(s) signing opposite, with whom I
Am personally acquainted or as to whose identity I am
otherwise satisfied, signed this instrument in my presence

Certified correct for the purposes of the Real Property Act
1900 by the person(s) named below who signed this
instrument pursuant to the power of attorney specified

Signature of witness: 
Name of witness: Sara Kasim
Address of witness: Level 1, 430 Forest Road
Hurstville NSW 2220

Signature of attorney: 
Attorney's name: Andrew Allan
Attorney's position: Relationship Executive
Signing on behalf of: COMMONWEALTH BANK OF
AUSTRALIA ABN 48 123 123 124
Power of attorney - Book: 4297
- No: 298



JOHN IBRAHIM
SOLE DIRECTOR/SECRETARY
KEY SITES PTY LIMITED ACN 082580783

G. Azar
GEORGE AZAR
DIRECTOR OF
AZAR BUILDING AND
CONSTRUCTION SERVICES PTY LIMITED
ACN 054719005


PETER AZAR
DIRECTOR/SECRETARY
OF AZAR BUILDING AND
CONSTRUCTION SERVICES PTY
LIMITED
ACN 054719005

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 8762-STRATA



CAPITAL WORKS FUND PLAN UPDATE

273A Fowler Road

Illawong NSW 2234

Strata Plan 89754



Report details	
Inspection date:	21/01/2021
Inspector:	Michael Gale

NEW SOUTH WALES

Level 5, 115 Pitt St Sydney 2000
PO Box A72 Sydney South NSW 1235

QUEENSLAND

9 Gardner Close, Milton 4064
PO Box 1584 Milton 4064

VICTORIA

Level 1, 1 Queens Rd Melbourne 3004
GPO Box 3025 Melbourne 3001



17 February 2021

The Strata Committee
Strata Plan 89754
273A Fowler Road
Illawong NSW 2234

Dear Committee Members,

Thank you for appointing our company to conduct your Capital Works Fund Plan Update.

Based on our survey of your property, we have determined that the Owners Corporation will need only to allow contributions to increase with inflation in order to cover its forecasted capital works fund expenses. We strongly recommend that the levies be set at the level recommended in this report.

This plan should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements, and any discrepancies between the forecast and actual capital works fund balances. Regular updates also create peace of mind and assist the Owners Corporation to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

Key Report Data Levies Summary – First Financial Year

Levy Per Unit Entitlement (Total capital works fund levy divided by unit entitlements)	\$13.39
Total Unit Entitlements	9997
Total Capital Works Fund Levy	\$133,859.83

The data used to arrive at the above figures (which includes GST) is in the attached report. It is designed for ease of reading. For your convenience here is your Report Index:

Report Index	Page No.
Owners Report Summary	Section 1
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph	3
Report Detail	Section 2
15 Year Anticipated Expenditure Table	4
Building Data List from Property Inspection	8
Inspector's Building Report & Building Specific Report Notes	11
Report Notes	13

All services provided by Solutions in Engineering are supplied on the basis of our 'Supply Terms and Conditions' which are available from our Office and from our website www.solutionsinengineering.com

If you have any questions regarding your report or need our specialised services in Professional Safety Reports, Insurance Valuations, Maintenance Reports, Asbestos Audits or Balustrade Testing call us on 1300 136 036 or email enquiry@solutionsinengineering.com.

Yours sincerely,

The Team at Solutions in Engineering

Building Details & Report Inputs

Supplied information

Building Address	273A Fowler Road Illawong NSW 2234
Strata Plan (SP) No	89754
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	2014
Number of Unit Entitlements	9997
Number of Units	67
Estimated Starting Capital Works Fund Balance	\$258,334.00
Starting date of Financial Year for Report	1/07/2021
GST Status	Registered for GST
Current Capital Works Fund Levy per Lot Entitlement (Inc. GST)	\$13.00

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000 in an average term)	2.80%
Company Taxation Rate	27.50%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on capital works fund balances over \$10,000	2.03%
Contingency Allowance - For minor and/or unforeseen expenses	14%
Assumed Building Cost Inflation Rate – based on average annual building cost over the past five years	3.00%
Forecast Period - Number of years the plan looks out	15 years

15 Year Levy Table

Year	Year To dd/mm/yyyy	Total Contribution		Contribution per Unit Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	30/06/2022	133,859.83	12,169.08	13.39	1.22	3.35	0.30
2	30/06/2023	137,875.62	12,534.15	13.79	1.25	3.45	0.31
3	30/06/2024	142,011.88	12,910.17	14.21	1.29	3.55	0.32
4	30/06/2025	146,272.24	13,297.48	14.63	1.33	3.66	0.33
5	30/06/2026	150,660.40	13,696.40	15.07	1.37	3.77	0.34
6	30/06/2027	155,180.21	14,107.29	15.52	1.41	3.88	0.35
7	30/06/2028	159,835.62	14,530.51	15.99	1.45	4.00	0.36
8	30/06/2029	164,630.69	14,966.43	16.47	1.50	4.12	0.37
9	30/06/2030	169,569.61	15,415.42	16.96	1.54	4.24	0.39
10	30/06/2031	174,656.70	15,877.88	17.47	1.59	4.37	0.40
11	30/06/2032	179,896.40	16,354.22	18.00	1.64	4.50	0.41
12	30/06/2033	185,293.30	16,844.85	18.53	1.68	4.63	0.42
13	30/06/2034	190,852.09	17,350.19	19.09	1.74	4.77	0.43
14	30/06/2035	196,577.66	17,870.70	19.66	1.79	4.92	0.45
15	30/06/2036	202,474.99	18,406.82	20.25	1.84	5.06	0.46

15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated 'Opening Balance' at the start of the first financial year which you provided to us. We then add the 'Total Levy Contributions' for the year and any 'Interest' on balances greater than \$10,000. Any 'Anticipated Expenses' are then allowed for leaving a 'Closing Balance' for the year which in turn becomes the 'Opening Balance' for the following year. In summary:

$$\text{Opening Balance} + \text{Total Levy Contributions} + \text{Interest} - \text{Anticipated Expenses} = \text{Closing Balance}$$

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	30/06/2022	258,334.00	121,690.75	6,479.34	0.00	386,504.09
2	30/06/2023	386,504.09	125,341.47	9,112.53	563.64	520,394.45
3	30/06/2024	520,394.45	129,101.71	11,749.15	12,339.09	648,906.22
4	30/06/2025	648,906.22	132,974.76	13,950.17	56,386.36	739,444.79
5	30/06/2026	739,444.79	136,964.00	15,896.51	49,695.45	842,609.85
6	30/06/2027	842,609.85	141,072.92	18,137.28	39,368.18	962,451.87
7	30/06/2028	962,451.87	145,305.11	20,890.14	12,067.27	1,116,579.85
8	30/06/2029	1,116,579.85	149,664.26	20,989.66	314,877.27	972,356.50
9	30/06/2030	972,356.50	154,154.19	19,029.93	223,997.27	921,543.35
10	30/06/2031	921,543.35	158,778.82	19,591.77	71,641.82	1,028,272.12
11	30/06/2032	1,028,272.12	163,542.18	22,533.88	0.00	1,214,348.18
12	30/06/2033	1,214,348.18	168,448.45	25,436.46	91,090.00	1,317,143.09
13	30/06/2034	1,317,143.09	173,501.90	28,427.47	7,051.82	1,512,020.64
14	30/06/2035	1,512,020.64	178,706.96	31,410.39	108,128.18	1,614,009.81
15	30/06/2036	1,614,009.81	184,068.17	33,852.17	76,899.09	1,755,031.06

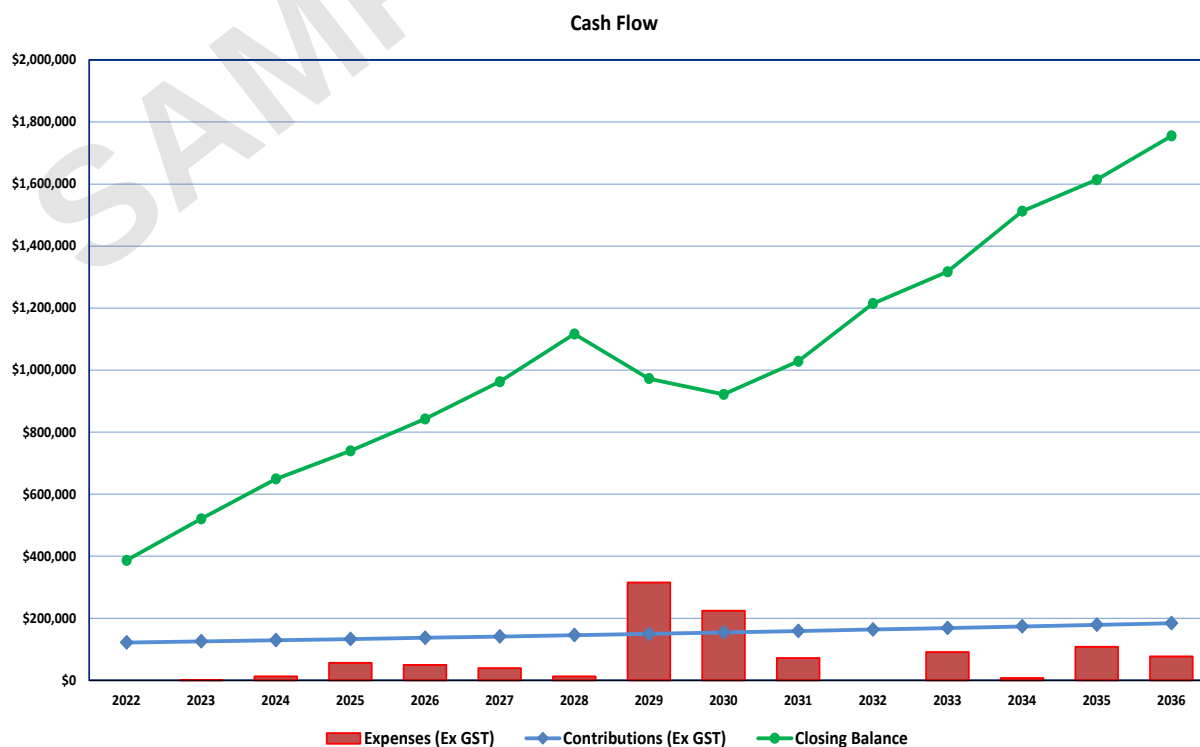
15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the capital works fund and the likely 'Expenses' for each year of this plan. The three lines in the graph are:

Contributions line - Total capital works fund contributions per year.

Expenses line – Total anticipated expenses in each year.

Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:-

'Expenditure Items' - lists the different areas and items of expenditure.

'Current Cost' - shows the current maintenance expenditure costs in today's dollars.

'Year 1' to 'Year 15' - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

At the bottom on each column there are three lines. Firstly, a **'Grand Total (Inc. GST)'** followed by a line calculating the **'Contingency Allowance (Inc. GST)'** for unforeseen and minor expenses and finally **'Total Expenses (Inc. GST)'** for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)	Year 11 (2032)	Year 12 (2033)	Year 13 (2034)	Year 14 (2035)	Year 15 (2036)
1. Building exterior																
Repaint building exterior	122,990	-	-	-	-	-	-	-	151,262	-	-	-	-	-	-	-
Render repairs	12,000	-	-	-	-	-	-	-	14,758	-	-	-	-	-	-	-
Repaint door face – one side including architraves	1,112	-	-	-	-	-	-	-	1,368	-	-	-	-	-	-	-
Maintain windows and doors	11,265	-	-	-	-	-	-	-	-	14,698	-	-	-	-	-	-
Maintain balustrades (total: 326Lm) – 10%	3,832	-	-	-	-	-	-	4,576	-	-	-	-	-	-	-	-
Maintain balcony floor tiles (total: 1856m2) – 10%	29,581	-	-	-	-	33,294	-	-	-	-	38,596	-	-	-	-	44,744
General building maintenance	25,000	-	-	-	-	-	28,982	-	-	-	-	-	34,606	-	-	-
Sub Total (Incl. GST)		0	0	0	0	33,294	28,982	4,576	167,388	0	53,294	0	34,606	0	0	44,744
2. Roof																
Maintain metal roof, box gutters and flashings (total: 375m2) - 10%	3,137	-	-	-	-	-	-	-	-	-	-	-	-	-	4,607	-
Replace metal roofs	43,249	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintain liquid membrane (total: 1822m2) - 10%	13,113	-	-	-	-	-	-	-	-	-	-	-	-	-	19,257	-
Replace liquid membrane	172,543	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0	0	0	0	0	23,864	0
3. Access for work at heights																
Hire scaffolding	25,500	-	-	-	-	-	-	-	31,362	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	31,362	0	0	0	0	0	0	0

Expenditure Item	Current Cost	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)	Year 11 (2032)	Year 12 (2033)	Year 13 (2034)	Year 14 (2035)	Year 15 (2036)
4. Lobbies and hallways																
Repaint ceilings	9,100	-	-	-	-	-	-	-	11,192	-	-	-	-	-	-	-
Repaint walls	19,845	-	-	-	-	-	-	-	24,407	-	-	-	-	-	-	-
Repaint door face – one side including architraves	11,729	-	-	-	-	-	-	-	14,425	-	-	-	-	-	-	-
Maintain floor tiles (total: 105m2) – 10%	1,843	-	-	-	-	2,074	-	-	-	-	2,405	-	-	-	-	2,788
Replace carpet	24,639	-	-	-	-	-	-	-	-	31,212	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	2,074	0	0	50,024	31,212	2,405	0	0	0	0	2,788
5. Stairwells																
Repaint door face – one side including architraves	2,427	-	-	-	-	-	-	-	2,985	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	2,985	0	0	0	0	0	0	0
6. Bin rooms																
Repaint door face – one side including architraves	303	-	-	-	-	-	-	-	373	-	-	-	-	-	-	-
Maintain floor tiles (total: 49m2) – 10%	838	-	-	-	-	943	-	-	-	-	1,093	-	-	-	-	1,268
Sub Total (Incl. GST)		0	0	0	0	943	0	0	373	0	1,093	0	0	0	0	1,268
7. Trade Toilet / Bathrooms / change rooms																
Repaint walls	338	-	-	-	-	-	-	-	416	-	-	-	-	-	-	-
Repaint door face – one side including architraves	101	-	-	-	-	-	-	-	124	-	-	-	-	-	-	-
Maintain wall tiles (total: 8m2) – 10%	159	-	-	-	-	179	-	-	-	-	207	-	-	-	-	241
Maintain floor tiles (total: 15m2) – 10%	168	-	-	-	-	189	-	-	-	-	219	-	-	-	-	254
Maintain basin/ toilet	1,100	-	-	-	-	1,238	-	-	-	-	1,435	-	-	-	-	1,664
Replace exhaust fan	268	-	-	-	-	-	-	-	330	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	1,606	0	0	870	0	1,861	0	0	0	0	2,159
8. Store Room																
Maintain hardware / metal cages	790	-	-	-	-	-	916	-	-	-	-	-	1,094	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	916	0	0	0	0	0	1,094	0	0	0

Expenditure Item	Current Cost	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)	Year 11 (2032)	Year 12 (2033)	Year 13 (2034)	Year 14 (2035)	Year 15 (2036)
9. Vehicle accessways																
Repaint line marking	3,480	-	-	-	-	-	-	-	4,280	-	-	-	-	-	-	-
Replace wheel stops	5,919	-	-	-	-	-	-	7,068	-	-	-	-	-	-	-	-
Replace bollards	765	-	-	-	836	-	-	-	-	969	-	-	-	-	1,123	-
Replace curved stainless safety mirror	1,010	-	-	-	-	-	-	-	-	-	-	-	-	-	1,483	-
Replace security gate	4,371	-	-	-	-	-	-	-	-	-	-	-	-	-	6,419	-
Maintain gate and motor	528	-	544	-	577	-	612	-	649	-	689	-	731	-	775	-
Repaint door face – one side including architraves	1,820	-	-	-	-	-	-	-	2,238	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	544	0	1,413	0	612	7,068	7,167	969	689	0	731	0	9,800	0
10. Fixtures and fittings																
Maintain letterboxes	8,132	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintain common lighting	1,425	-	-	1,512	-	-	1,652	-	-	1,805	-	-	1,973	-	-	2,155
Maintain security access system	5,025	-	-	5,331	-	-	5,825	-	-	6,366	-	-	6,956	-	-	7,601
Sub Total (Incl. GST)		0	0	6,843	0	0	7,477	0	0	8,171	0	0	8,929	0	0	9,756
11. Building signage																
Replace signage	693	-	-	-	-	-	-	-	-	878	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	878	0	0	0	0	0	0
12. Landscaping																
Maintain / upgrade gardens and prune trees	22,350	-	-	-	24,422	-	-	-	27,488	-	-	-	30,938	-	-	-
Sub Total (Incl. GST)		0	0	0	24,422	0	0	0	27,488	0	0	0	30,938	0	0	0
13. Fire equipment																
Maintain fire equipment	4,500	-	-	4,774	-	-	-	-	5,534	-	-	-	-	6,416	-	-
Replace or upgrade fire control panel	7,626	-	-	-	-	-	-	-	-	9,660	-	-	-	-	-	-
Replace fire hose reels	14,690	-	-	-	-	-	-	-	-	18,609	-	-	-	-	-	-
Replace fire pump diesel	30,352	-	-	-	-	-	-	-	-	-	-	-	-	-	44,573	-
Replace hard wired smoke detectors	845	-	-	-	-	951	-	-	-	-	-	-	-	-	-	1,278
Replace emergency lighting	571	-	-	-	-	643	-	-	-	-	-	-	-	-	-	864
Sub Total (Incl. GST)		0	0	4,774	0	1,594	0	0	5,534	28,269	0	0	0	6,416	44,573	2,142

Expenditure Item	Current Cost	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)	Year 11 (2032)	Year 12 (2033)	Year 13 (2034)	Year 14 (2035)	Year 15 (2036)
14. Plant - water																
Plumbing and drainage maintenance	7,500	-	-	-	-	8,441	-	-	-	-	9,786	-	-	-	-	11,344
Replace rainwater pump	1,378	-	-	-	1,506	-	-	-	-	-	-	-	-	-	2,024	-
Replace domestic water jacking pumps	8,377	-	-	-	9,154	-	-	-	10,303	-	-	-	11,596	-	-	-
Replace hot water system – 50L domestic electric	3,157	-	-	-	-	-	-	-	-	3,999	-	-	-	-	-	-
Replace Raypack hot water system – small	72,845	-	-	-	-	-	-	-	-	92,278	-	-	-	-	-	-
Maintain hot water circulation system	998	-	-	-	1,091	-	-	-	-	-	-	-	-	-	1,466	-
Sub Total (Incl. GST)		0	0	0	11,751	8,441	0	0	10,303	96,277	9,786	0	11,596	0	3,490	11,344
15. Plant - air-conditioning																
Replace air-conditioning ductwork and brackets	272	-	-	289	-	-	-	-	335	-	-	-	-	388	-	-
Maintain or replace mechanical ventilation	11,655	-	-	-	12,736	-	-	-	-	-	-	-	-	-	17,116	-
Maintain or replace mechanical ventilation (basement)	3,739	-	-	-	4,086	-	-	-	-	-	-	-	-	-	5,491	-
Sub Total (Incl. GST)		0	0	289	16,822	0	0	0	335	0	0	0	0	388	22,607	0
16. Lift																
Refurbish lift interior	39,756	-	-	-	-	-	-	-	-	50,362	-	-	-	-	-	-
Replace residential lift - hydraulic - 3 Floors, 14-17 person	505,872	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	50,362	0	0	0	0	0	0
Grand Total (Incl. GST)		0	544	11,906	54,408	47,952	37,987	11,644	303,829	216,138	69,128	0	87,894	6,804	104,334	74,201
Contingency Allowance (Incl. GST)		0	76	1,667	7,617	6,713	5,318	1,630	42,536	30,259	9,678	0	12,305	953	14,607	10,388
Grand Total Expenses (Incl. Contingency Allowance and GST)		0	620	13,573	62,025	54,665	43,305	13,274	346,365	246,397	78,806	0	100,199	7,757	118,941	84,589

Building Data List from the Property Inspection for Strata Plan 89754

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:-

'Items' – identifies and describes the maintenance item

'Qty' – lets you know the total quantity of that item

'Unit' – is the unit rate used to measure the quantity

'Rate' – is the cost of each unit in dollars

'Value' – is the quantity (Qty) multiplied by the Rate (\$)

'Next Due' – is the remaining life in years until an item needs money spent on it.

'Total Life' – is the total life the item after it is replaced, repaired or repainted.

'Comments' – details any useful explanatory notes for the item.

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
1. Building exterior							
Repaint building exterior	4,525	m2	27.18	122,990.00	8	10	Ongoing painting program
Render repairs	1	Item	12,000.00	12,000.00	8	10	Ongoing painting program
Repaint door face – one side including architraves	11	Ea	101.11	1,112.00	8	10	Ongoing painting program
Maintain windows and doors	1	Item	11,265.00	11,265.00	10	10	Replace seals, mechanism repairs
Maintain balustrades (total: 326Lm) – 10%	33	Lm	116.11	3,832.00	7	10	Repair as required
Maintain balcony floor tiles (total: 1856m2) – 10%	186	m2	159.04	29,581.00	5	5	Replace as required
General building maintenance	1	Item	25,000.00	25,000.00	6	6	For future building maintenance works and water proofing
2. Roof							
Maintain metal roof, box gutters and flashings (total: 375m2) - 10%	38	m2	82.56	3,137.00	14	20	Repair as required
Replace metal roofs	375	m2	115.33	43,249.00	34	40	Replace as required
Maintain liquid membrane (total: 1822m2) - 10%	180	m2	72.85	13,113.00	14	20	Repair as required
Replace liquid membrane	1,822	m2	94.70	172,543.00	24	30	Replace as required
3. Access for work at heights							
Hire scaffolding	1	Item	25,500.00	25,500.00	8	10	Including erecting and dismantling
4. Lobbies and hallways							
Repaint ceilings	383	m2	23.76	9,100.00	8	10	Ongoing painting program
Repaint walls	882	m2	22.50	19,845.00	8	10	Ongoing painting program
Repaint door face – one side including architraves	116	Ea	101.11	11,729.00	8	10	Ongoing painting program
Maintain floor tiles (total: 105m2) – 10%	11	m2	167.54	1,843.00	5	5	Replace as required
Replace carpet	278	m2	88.63	24,639.00	9	15	Replace as required
5. Stairwells							
Repaint door face – one side including architraves	24	Ea	101.11	2,427.00	8	10	Ongoing painting program

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
6. Bin rooms							
Repaint door face – one side including architraves	3	Ea	101.11	303.00	8	10	Ongoing painting program
Maintain floor tiles (total: 49m2) – 10%	5	m2	167.54	838.00	5	5	Replace as required
7. Trade Toilet / Bathrooms / change rooms							
Repaint walls	15	m2	22.50	338.00	8	10	Ongoing painting program
Repaint door face – one side including architraves	1	Ea	101.11	101.00	8	10	Ongoing painting program
Maintain wall tiles (total: 8m2) – 10%	1	m2	159.04	159.00	5	5	Replace as required
Maintain floor tiles (total: 15m2) – 10%	1	m2	167.54	168.00	5	5	Replace as required
Maintain basin/ toilet	1	Item	1,100.00	1,100.00	5	5	Repair as required
Replace exhaust fan	1	Ea	268.00	268.00	8	10	Replace as required
8. Store Room							
Maintain hardware / metal cages	1	Item	790.00	790.00	6	6	Maintain / repair as required
9. Vehicle accessways							
Repaint line marking	696	Lm	5.00	3,480.00	8	10	Repaint as required
Replace wheel stops	25	Ea	236.75	5,919.00	7	10	Replace as required
Replace bollards	7	Ea	109.27	765.00	4	5	Replace as required
Replace curved stainless safety mirror	2	Ea	505.06	1,010.00	14	20	Replace as required
Replace security gate	1	Item	4,370.72	4,371.00	14	20	Replace as required
Maintain gate and motor	1	Item	527.75	528.00	2	2	Replace as required
Repaint door face – one side including architraves	18	Ea	101.11	1,820.00	8	10	Ongoing painting program
10. Fixtures and fittings							
Maintain letterboxes	67	Units	121.38	8,132.00	22	30	Replace as required
Maintain common lighting	1	Item	1,425.00	1,425.00	3	3	Ongoing maintenance allowance
Maintain security access system	67	Units	75.00	5,025.00	3	3	Replace as required
11. Building signage							
Replace signage	1	Item	693.00	693.00	9	15	Quotation required
12. Landscaping							
Maintain / upgrade gardens and prune trees	1	Item	22,350.00	22,350.00	4	4	Upgrade as required
13. Fire equipment							
Maintain fire equipment	1	Item	4,500.00	4,500.00	3	5	Repair as required
Replace or upgrade fire control panel	1	Item	7,626.00	7,626.00	9	15	Replace as required
Replace fire hose reels	20	Ea	734.52	14,690.00	9	15	Replace only if existing cannot be repaired
Replace fire pump diesel	1	Item	30,352.22	30,352.00	14	20	Repair or replace as required
Replace hard wired smoke detectors	1	Ea	845.00	845.00	5	10	Includes panel update
Replace emergency lighting	1	Ea	570.62	571.00	5	10	Replace as required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
14. Plant - water							
Plumbing and drainage maintenance	1	Item	7,500.00	7,500.00	5	5	Replace as required
Replace rainwater pump	1	Item	1,378.00	1,378.00	4	10	Replace as required
Replace domestic water jacking pumps	2	Ea	4,188.60	8,377.00	4	4	Replace as required
Replace hot water system – 50L domestic electric	4	Ea	789.16	3,157.00	9	15	Replace as required
Replace Raypack hot water system – small	6	Ea	12,140.89	72,845.00	9	15	Replace as required
Maintain hot water circulation system	2	Ea	499.00	998.00	4	10	Repair as required
15. Plant - air-conditioning							
Replace air-conditioning ductwork and brackets	1	Item	271.96	272.00	3	5	Ongoing replacement program
Maintain or replace mechanical ventilation	4	Ea	2,913.81	11,655.00	4	10	Repair or replace as required
Maintain or replace mechanical ventilation (basement)	2	Ea	1,869.70	3,739.00	4	10	Repair or replace as required
16. Lift							
Refurbish lift interior	4	Item	9,939.07	39,756.00	9	15	Refurbish as required
Replace residential lift - hydraulic - 3 Floors, 14-17 person	4	Ea	126,468.06	505,872.00	24	30	Replace as required

Inspector's Report for Strata Plan 89754

1. Actual Painting quotations can vary to our Painting Cost Estimates due to colour selection changes (ie: changing from light to dark or dark to light that may require multiple coats). Often over product specification that include either an impact membrane or 3 coat system can add up to 15-20% to the painting per square metre rate.
2. **IMPORTANT NOTES ABOUT PAINTING:** Painting a building serves two main purposes: improving the appearance of the building; and protecting the painted surface. From a maintenance point of view, this second purpose is more important. By sealing the surface, paint protects the building from damage caused by water, salt or air pollutants. Although most paints will hold their appearance for at least ten years, before cracking or peeling occurs, they become porous and lose their protective abilities well before this point. As such, we recommend that surfaces are repainted more frequently.

High-quality elastomeric paints, when properly applied, can achieve longer-lasting results, however the higher cost of this paint, lower spread rates and higher labour costs associated with this work tends to increase painting cost by approximately 50%, and so has not been included in this forecast.

Washing or pressure cleaning a painted surface can significantly diminish its function as a protective coating. If the surface is not repainted after the timeframe recommended above it will become more vulnerable to water, salt and/or pollutants. The resulting damage can considerably increase the cost of surface preparation before future repainting and, in extreme cases lead to concrete cancer, requiring major repairs.

3. The painting cost estimates are as accurate as possible. However, due to privacy considerations, access restrictions to some areas and the varied nature of the property, it is recommended that the Owners Corporation obtain quotes for painting work well in advance of when the work is to be carried out to allow for any shortfall or excess in funds.
4. An allowance has been made for the cleaning and maintenance of the driveway. Cleaning may be carried out using high pressure water or a chemical wash, however the Owners Corporation should take care to abide by water-use restrictions when doing so.
5. Based on our assessment of the maintenance needs of the property, we believe that the levies currently being paid by the owners are adequate to meet the forecast liabilities of the Capital Works. As such, we have recommended that the levies be kept at their current level and increased for inflation only. We recommend that this report be updated no less than every three years to ensure that it captures market variations and any changes in the building itself.
6. An allowance for general building maintenance and repairs was added for future works.
7. We have made an allowance for the ongoing maintenance of electrical board and equipment.
8. An allowance for plumbing and drainage maintenance was included for the complex.
9. Monies were budgeted for the maintenance and replacement of window parts on the complex.

10. Money allocated for scaffold can be used for other access equipment eg. abseiling teams, boomlift, cherry picker.
11. The membrane on the roof needs regular maintenance and a total replacement over time which has been included in this report.
12. The metal roof and flashings needs regular visual inspection and maintenance schedule.
13. Money was allocated to the maintenance of driveway / car park entry gates and the replacement of electric gate motors over time.
14. A walkway maintenance program was included for repairs and maintenance to the external common area walkways and stairways.
15. Monies were budgeted for the maintenance of the common area gardens, landscaping and tree pruning.
16. Maintenance of fire equipment was included in this report for smoke detectors, fire reels and extinguishers and the fire control panel.
17. Lift maintenance has been included in this report. eg. carriage, motors.

SAMPLE REPORT

Report Notes

Capital Works Fund Plan (NSW)

This forecast satisfies the current requirements of section 80 of the Strata Schemes Management Act 2015, which states:

80 Owners corporation to prepare 10-year capital works fund plan

- (1) An owners corporation is to prepare a plan of anticipated major expenditure to be met from the capital works fund for a 10-year period commencing on the first annual general meeting of the owners corporation.
- (2) An owners corporation is to prepare a plan for each 10-year period following the 10-year period to which the first plan applied. The plan is to be prepared for the annual general meeting at which the period covered by the previous plan expires.
- (3) An owners corporation may, by resolution at a general meeting, review, revise or replace a 10-year plan prepared under this section and must review the plan at least once every 5 years.
- (4) A plan under this section is to include the following:
 - (a) details of proposed work or maintenance,
 - (b) the timing and anticipated costs of any proposed work,
 - (c) the source of funding for any proposed work,
 - (d) any other matter the owners corporation thinks fit,
 - (e) any other matter prescribed by the regulations for the purposes of this section.
- (5) A plan under this section is to be finalised by the end of the next annual general meeting of the owners corporation after the annual general meeting for which the plan is prepared.
- (6) An owners corporation may engage expert assistance in the preparation of a plan under this section.
- (7) An owners corporation is, so far as practicable (and subject to any adjustment under this section), to implement each plan prepared under this section.

A Capital Works Fund is established pursuant to section 74 of the Strata Schemes Management Act 2015, which states:

74 Capital works fund

- (1) **Establishment of fund**
An owners corporation must establish a capital works fund.
- (2) **Amounts payable to fund**
An owners corporation must pay the following amounts into the capital works fund:
 - (a) the contributions levied on, and paid by, owners for payment into the fund,
 - (b) any amounts paid to the owners corporation by way of discharge of insurance claims, unless paid into the administrative fund,
 - (c) any amounts paid to the owners corporation under Part 11,
 - (d) any amount received by the owners corporation that is not required or permitted to be paid into the administrative fund,
 - (e) the proceeds of any investment of the fund.
- (3) An owners corporation may also pay the following amounts into the capital works fund:
 - (a) any income of the owners corporation,
 - (b) any amount that may be, but is not required to be, paid into the fund under this Act.
- (4) **Amounts payable from fund**
An owners corporation may pay money from its capital works fund only for the following purposes:
 - (a) payments of the kind for which estimates have been made under section 79 (2),
 - (b) payments made in accordance with this Division on a distribution of a surplus in the fund,
 - (c) payments of amounts for the purposes of Part 11,
 - (d) the transfer of money to the administrative fund or to pay expenditure that should have been paid from the administrative fund.
- (5) **Exemption**
An owners corporation for a strata scheme comprising 2 lots need not establish a capital works fund if:
 - (a) the owners corporation so determines by unanimous resolution, and
 - (b) the buildings comprised in one of those lots are physically detached from the buildings comprised in the other lot, and
 - (c) no building or part of a building in the strata scheme is situated outside those lots.

THIS REPORT DEALS WITH THE CAPITAL WORKS FUND PLAN.

Implementation - It is the responsibility of the Strata Committee and the Owners Corporation to implement this plan so far as is practicable.

Interaction with Capital Works Fund - The source of funding for all proposed work or maintenance is presumed to be the capital works fund. No allowance has been made for proposed work or maintenance that is funded by means other than the capital works fund.

Figures used and updates - The figures used in the forecast are typical for this type of building and normal usage. The Strata Committee has some flexibility to make minor adjustments to the timing of any proposed work. More major adjustments to the timing of work may require an ordinary resolution of the Strata Committee, or complete revision of the Plan. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

Contingency - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

Interest, Taxation and Inflation - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Owners Corporation is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

Administration Fund - Items of a recurrent nature that are covered by the administration budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

Items with Indefinite Lives - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the Strata Committee); for example: sanitary fittings and lift carriage interiors. This forecast deals only with estimating the timing of physical obsolescence.

Improvements - The Strata Committee may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items.

Defects - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

Ongoing Maintenance Programs - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the owners and the Strata Committee. With allowances for ongoing maintenance programs, allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- ◆ Usage.
- ◆ Accidental damage to floor tiles, which may or may not be still available or in stock.
- ◆ Fences can be maintained and replaced gradually or all at once.
- ◆ Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- ◆ Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- ◆ Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

Safety - The inspection does not cover safety issues.

Lifts - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Strata Committee Committee/Representative.

Fire Maintenance – We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Strata Committee/Representative.

Window Safety Device – It is mandatory to install a safety device/ lock that restricts the opening of an openable window to less than 12.5cm. The device must be able to withstand a specific outward pushing force. All windows in every apartment building above a certain height must comply. (Section 118 Strata Schemes Management Act 2015; section 30 Strata Schemes Management Regulation 2016). An allowance has been made for the installation of these devices. Contact our office should you require a quotation to install these devices.

Other Matters - Unless otherwise included, this report does not include matters that are not anticipated major expenditures to be met from the capital works fund.

Updates - The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals. We recommend a minimum of bi-annual updates.

Supply terms and conditions - All services provided by Solutions in Engineering are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website www.solutionsinengineering.com

Please read the information and the notes on the Inspector's report to gain the most from this report.



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STRATA INSURANCE SERVICES
296 RAILWAY PARADE
CARLTON NSW 2218

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0023078
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	31/05/2020 to 31/05/2021 at 4:00pm
The Insured	THE OWNERS - STRATA PLAN 89754
Situation	273A FOWLER ROAD ILLAWONG NSW 2234

Policies Selected

Policy 1 – Insured Property

Building: \$32,120,000
Common Area Contents: \$321,200
Loss of Rent & Temporary Accommodation (total payable): \$4,818,000

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 7 – Machinery Breakdown

Sum Insured: \$100,000

Policy 8 – Catastrophe Insurance

Sum Insured: \$4,818,000
Extended Cover - Loss of Rent & Temporary Accommodation: \$722,700

Escalation in Cost of Temporary Accommodation: \$240,900
Cost of Removal, Storage and Evacuation: \$240,900

Policy 9 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Effective Date 31/05/2020

This certificate confirms that from the effective 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.

Valuation Report

Property Strata Plan 89754
273a Fowler Road, Illawong NSW 2234

Instructed By Net Strata, 298 Railway Parade Carlton NSW 2218.
Ref: Tracy Stockton, Telephone: 8567 6440
Email: tracy.stockton@netstrata.com.au

Date of Inspection 1 March 2021

Date of Valuation 1 March 2021

Valuation For The Owners – Strata Plan 89754,
C/- Net Strata, 298 Railway Parade Carlton NSW 2218.

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 89754 as at March 2021 is:

Thirty Three Million Six Hundred Thousand Dollars (\$33,600,000)



Jeff 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: Illawong, 273a Fowler Road (SP89754)

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 Manager 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) Parts of 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 maximum 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.

My 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 Improvements

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

Erected upon the land, is a seven (7) storey mixed use buildings, (circa 2016), containing of a total of Sixty Six (66) residential apartments and one (1) retail/commercial lot, including two levels of car parking.

We are informed that the apartments are well appointed with kitchens with stone bench tops, glass splashbacks, stainless steel appliances including gas cook top, under bench oven, range hood and dishwasher. The bathrooms/ensuites are well appointed with floor to ceiling wall tiles.

The construction of the building is summarised as follows:

<i>Footings</i>	Reinforced concrete
<i>Floors</i>	Reinforced concrete
<i>External Walls</i>	Rendered and painted concrete
<i>Roof</i>	Concrete and colourbond
<i>Internal Walls</i>	Part cement rendered and painted and part plasterboard lined and painted
<i>Ceilings</i>	Plaster set and painted
<i>Balconies</i>	Reinforced concrete with aluminium balustrades and louvers, glass panels and rendered concrete up stands
<i>Window Frames</i>	Aluminium
<i>Vehicle Accommodation</i>	Lower ground and ground level parking
<i>Foyers/Security</i>	Video intercom and swipe tag access, aluminium framed glass entry doors, tiled floor and down lights
<i>Elevator</i>	Four passenger lifts service the development

Site improvements comprise, landscaped gardens, land scaped planter boxes, tiled and timber decking courtyards, tiled pathways, plain finished concrete sealed driveway, external lighting and masonry fencing.

We are informed that the apartments are well appointed and generally of a medium to high standard of finish.



(View of Subject Building)



(View of Subject Building)



(View of Subject Building)



(Car park entry)

3 Recommended Insurance Value

Reinstatement With New Value as at March 2021

[\\$23,130,030](#)

Professional Fees =	14.30%	\$3,307,594	
Demolition & Debris Removal =	15.40%	\$3,562,025	\$6,869,619
			\$29,999,649

Cost Escalation in the lapse period
between Policy Renewal Dates & Re-development Time

24 months @ .5% / month =	12.0%		\$3,599,958
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Insured Value \$33,599,607

But Say \$33,600,000

Optional Cover

Add

Emergency Accommodation/Loss of Rent	\$5,040,000
Building Catastrophe/Escalation in Costs	\$10,080,000

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.

26 August 2019

To All Owners, Strata Plan 89754
273A FOWLER ROAD
ILLAWONG NSW 2234

Dear Owners,

**RE: MINUTES OF ANNUAL GENERAL MEETING
AT 273A FOWLER ROAD, ILLAWONG NSW 2234**

Attached are the minutes of the recent Annual General Meeting (AGM) conducted for your strata scheme and enclosed is a levy payment notice for your 1st quarter levies. We urge you to read the minutes so you're aware of the issues discussed at the meeting and we also write to bring the following matters to your attention;

1. DO YOU HAVE APPROPRIATE CONTENTS & LANDLORDS INSURANCE?

Although many of the elements within your lot are protected by the Strata Building Insurance (see 'What's Covered by Strata Building Insurance' overleaf), we recommend that all owners effect Contents Insurance to protect those elements of your lot that are not covered by Building Insurance.

C.H.U. Australia's leading Strata Insurance provider is now offering comprehensive Common Contents and Landlord Insurance for owners in Strata Schemes and as a special offer to Netstrata clients, you'll receive an additional 20% discount.

For a quote and simply go to our website www.netstrata.com.au and follow the prompts.

2. YOUR OWNER PORTAL

Don't forget you can obtain all the pertinent information relating to your scheme via your Owner Portal at www.netstrata.com.au. From here you are able to access;

- The Minutes Book for your scheme
- The Financial Records for your scheme
- The current Financial Records for your lot
- The By-laws for your scheme
- The Insurance Certificate & P.D.S. for the scheme
- R.P. Data Sales and Area Profile reports
- Maintenance Reports
- Update your personal information

As always we hope this information proves helpful. Should you have any questions or require further information regarding the AGM or any other matters concerning your strata scheme please do not hesitate to call or email me directly.

Sincerely,
NETSTRATA



Tyson Major | Direct Line: (02) 02 8567 6477 | Email: Tyson.Major@netstrata.com.au
Senior Strata Manager

WHAT'S COVERED BY STRATA BUILDING INSURANCE?

WHAT IS BUILDING INSURANCE?

Quite simply, Strata Building Insurance protects the Owners Corporation for damage sustained to the building as result of an Accidental or Malicious act. Common examples are;

- Fire/Arson
- Vandalism
- Glass Breakage
- Storm/Tempest
- Vehicular Impact
- Burst Pipes
- Lightening Strikes
- Burglary and Theft
- Earthquakes

A common misapprehension is that Strata Building Insurance protects the Owners Corporation for routine maintenance items or building defects such as the repair of leaking shower trays, settlement or movement cracks in walls and ceilings or concrete cancer, unfortunately this is not the case. The easiest comparison is your motor vehicle insurance. You can insure your vehicle against having an accident, however you can't insure your vehicle against a manufacturers defect or against wearing out. The same principal applies to Strata Building Insurance.

HOW IS THE OWNER OF A LOT PROTECTED?

Every Owners Corporation has a mandatory duty to insure 'the Building' against accidental or malicious damage – section 160(1), Strata Schemes Management Act 2015.

Lot space within a Strata Scheme is commonly defined as;

"the cubic air-space contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor"

Under this definition the lot owner is responsible for the repair, replacement and maintenance of all building components housed within their lot, such as;

- Internal Walls
- Internal doors
- Toilets, baths and basins
- Shower Screens
- Built-In Wardrobes
- Kitchen Sinks, cabinets benchtops
- Appliances such as wall and bench ovens, cook tops, rangehoods, hot water heaters and exhaust fans

For example, a leaking tap washer in the kitchen or a leak through the shower screen is the lot owners responsibility to maintain. However by virtue of the term 'the building' being included in section 160(1), many of the building components contained within an owners lot are protected by the mandatory Building Insurances that is effected by the Owners Corporation.

Simply speaking these items are the lot owners responsibility for the purposes of repair, replacement and maintenance, however they are protected by the Strata Building Insurance if damaged by an insurable event.

ARE OWNERS CONTENTS COVERED BY STRATA BUILDING INSURANCE?

No, the contents and fittings contained within your lot ARE NOT protected by the Strata Building Insurance and are specifically excluded from the policy, items such as;

- Carpets and Underlay
- Floating Floorboards
- Wallpaper
- Curtains and Blinds
- Light Fittings
- Paintwork on walls & ceilings
- Wall tiles on internal walls
- Ceiling Fans
- Any furnishings or personal items
- Electrical appliances that are not hardwired to the building, e.g. clothes dryers, dishwashers, microwaves & TV's

Owner occupiers may extend cover on their contents insurance to include items not covered by the Strata Building Insurance. Most major mainstream insurers in NSW are aware of the delineation between strata building insurance and contents insurance for a strata property and are happy to extend home contents insurance to include the items listed above.

Non-Resident or Owner investors owners may also take out 'Landlords Insurance' for a sufficient sum to cover the fittings of their lot, however all owners should undertake their own inquiries with their insurer or broker to ensure their contents are adequately covered.

Minutes of Annual General Meeting

Strata Plan:	89754 - FOWLER ROAD 273A, ILLAWONG
Meeting date:	Thursday, 22 August 2019
Commenced:	06:00 PM
Apologies:	Beverly Phillips and Joanne Hynard
Pre Meeting Voting:	Nil
Present:	Lot 1, Lot 2, Lot 4, Lot 8, Lot 9, Lot 14, Lot 15, Lot 17, Lot 20, Lot 21, Lot 22, Lot 24, Lot 25, Lot 26, Lot 27, Lot 28, Lot 29, Lot 33, Lot 36, Lot 40, Lot 42, Lot 44, Lot 50, Lot 51, Lot 52, Lot 53, Lot 55, Lot 61, Lot 62, Lot 63, Lot 64, Lot 65, Lot 66, Lot 67
Proxies:	Lots 13, 32 and 57 appointing Bruce and Debbie Taylor Lots 1, 35 and 37 appointing Pamela Bouzaid Lots 10, 41 and 49 appointing the Chairperson Lots 11 and 62 appointing Peter Azar Lot 39 appointing Stephen Johnston Lot 43 appointing Suzanne McClelland Lot 48 appointing Bob Smiles Lot 58 appointing Jo-Ann Mayfield Key Sites Pty Ltd Anors of Lots 52, 66 and 67 appointing Peter Azar
Corporate Authorisation:	
In attendance:	Tyson Major, Tom Coyle and Wenna Wu of Network Strata Services T/A Netstrata
Quorum:	47 of 67 lot owners were present, a quorum was formed.
Chairperson:	Tyson Major
Motion 1. Confirmation of Previous Minutes	<u>RESOLVED</u> that the minutes of the last general meeting be confirmed. Vote: All in favour
Motion 2. The Financial Statements	<u>RESOLVED</u> that the Financial Statements as presented be adopted. Vote: Majority in favour
Motion 3. Transfer Funds from Adminstration to Capital Works Fund	<u>RESOLVED</u> that the Owners Corporation will transfer the amount of \$40,000.00 from the Administration Fund to the Capital Works Fund. Vote: Majority in favour
Motion 4. Appointment of an Auditor	<u>RESOLVED</u> that an auditor will be appointed for the coming year. Vote: Majority in favour

**Motion 5.
Annual Fire Safety
Statement**

RESOLVED that the owners considered the Annual Fire Safety Statement and that the Strata Managing Agent shall continue to co-ordinate the inspection process and necessary administrative processes to obtain the statement for the coming year.

It was further resolved that the current fire safety contractor, MPK Fire Safety was considered competent by the Owners Corporation in accordance with the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulations 2017.

Vote: Majority in favour

**Motion 6.
Building Defects and
Rectification**

RESOLVED that the Owners Corporation reported no outstanding defects, defects will continue to be monitored and reported to the strata manager to action accordingly.

Vote: Majority in favour

**Motion 7.
The Strata
Insurances**

RESOLVED that the Owners Corporation's insurances as presented be confirmed.

Vote: Majority in favour

**Motion 8.
Aluminium Cladding
Inspection**

RESOLVED the Owners Corporation will engage the services of a suitably qualified expert to provide a report on the compliance or otherwise of cladding materials installed at the strata scheme.

Vote: Majority in favour

**Motion 9.
NBN Lift Phone
Lines**

RESOLVED the Owners Corporations decided by Special Resolution pursuant to section 108(2) of the Strata Schemes Management Act 2015, to undertake the upgrade of the lift phone emergency telephone lines so that they are NBN ready.

Vote: 90% in favour

Notes: The quote from Schindler was approved.

**Motion 10.
Bathroom
Renovations - Lot
11**

RESOLVED that the Owners Corporation approve by Special Resolution to approve the bathroom renovations to Lot 11.

Vote: Majority in favour

**Motion 11.
Strata Managers
Report**

RESOLVED to confirm the Strata Managers report into Training Services and 3rd Party Commissions.

Vote: Majority in favour

**Motion 12.
Management
Agreement**

RESOLVED to enter into a new Managing Agency Agreement with Network Strata Services Pty Ltd, trading as 'Netstrata' as presented to the Owners Corporation dated **22/08/2019**, and that an instrument in writing in the term of this resolution be executed under the seal of the Owners Corporation delegating to the agent all of its functions including those of Chairperson, Secretary, Treasurer and Strata Committee of the Owners Corporation. **FURTHER RESOLVED** that **Neo Simillis** of lot **25** and **Stephen Johnston** of lot **39** be authorised to sign the agreement on behalf of the Owners Corporation.

NOTE:

* Original copies of the agreement were served on the authorised signatories immediately following the meeting.

* In accordance with Section 50(6) of the Strata Schemes Management Act 2015, the Strata Manager provides written notice that the agency agreement must be renewed by the Owners Corporation by no later than **22/08/2022**.

* **The chairperson abstained from voting on the motion.**

Vote: Majority in favour

**Motion 13.
Replace current
manager - Motion
Proposed by Lot 50**

DEFEATED. That the Owners Corporation will not replace the current managing agent.

Vote: Majority against

Notes: **The Chairperson abstained from voting on the motion.**

**Motion 14.
Appoint Doon Garra
- Motion Proposed
by Lot 50**

DEFEATED. That the Owners Corporation will not appoint Jamesons.

Vote: Majority against

Notes: **The Chairperson abstained from voting on the motion.**

**Motion 15.
10 Year Capital
Works Plan**

DEFEATED. The Owners Corporation WILL NOT adopt the recommendation of the Capital Works fund plan at this time.

Vote: Majority against

**Motion 16.
The Proposed
Budget & Strata
Levies**

RESOLVED that the proposed budget as presented be accepted as Administration fund \$241,802.95 and Capital Works fund \$89,214.61 for the year commencing 1 July 2019 and that the first contributions become due and payable for both the Administrative and Capital Works fund in quarterly instalments on 01/10/19, 01/12/19, 01/03/20 & 01/06/20.

Vote: Majority in favour

**Motion 17.
Overdue Levies**

RESOLVED that the Owners Corporation WILL NOT accept payment plans at this time and will initiate debt recovery proceedings as per the provisions of the Act.

Vote: Majority in favour

**Motion 18.
Call for Nominations
to Strata Committee
and Election**

RESOLVED that the number of members be set at 4 and that the following persons be elected to the Strata Committee from the date of this meeting until the next annual general meeting:

1. Richard Phillips - Lot 15
2. Neo Simillis - Lot 21
3. Stephen Johnston - Lot 39
4. Bruce Smithson - Lot 43

Vote: Majority in favour

- Motion 19.
Restricted Matters** **RESOLVED** that at this stage there be no changes to the matters that should only be determined by the Owners Corporation in general meeting.
Vote: Majority in favour
- Motion 20.
Major Building Work
(Major Renovations)
By-Law** **RESOLVED** The Owners Corporation SPECIALLY RESOLVES pursuant to sections 108, 111 and 141 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-law Major Building Work (Major Renovations), on the terms set out below or which are attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar-General's Office.
Vote: 83% in favour
- Motion 21.
Recovery of
Administrative
Costs By-Law** **RESOLVED** The Owners Corporation SPECIALLY RESOLVES pursuant to sections 110 and 141 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-Law 'Recovery of Administrative Costs' on the terms set out in the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar-General's Office.
Vote: 94% in favour
- Motion 22.
Recovery of
Stationery Expenses
By-Law** **RESOLVED** The Owners Corporation SPECIALLY RESOLVES pursuant to sections 110 and 141 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-Law 'Recovery of Stationery Expenses' on the terms set out in the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar-General's Office.
Vote: 90% in favour
- Motion 23.
Pre-Meeting &
Electronic Voting By
-law** **RESOLVED** by Special Resolution, the Owners Corporation to adopt and register the Pre-Meeting and Electronic Voting By-law as presented.
Vote: 91% in favour
- Motion 24.
Garden guidelines** **RESOLVED** that the Owners Corporation approve the garden guidelines as per the notes in the meeting notice.
Vote: Majority in favour
- Motion 25.
Purchase of Two
AED Defibrillators -
Proposed by Lot 21** **DEFEATED.** That the Owners Corporation will not purchase 2 x Defibrillators.
Vote: Majority against
- Motion 26.
Rule committee
decision out of
order - Motion
Proposed by lot 50** **DEFEATED.** That the Owners Corporation will not rule the committee decision out of order.
Vote: Majority against

Motion 27.

**Pursue Recovery of
Costs for Lot 67 -
Motion Proposed by
Lot 50**

DEFEATED. That the Owners Corporation will not pursue the recovery of costs for Lot 67.

Vote: Majority against

Motion 28.

**NCAT Recover Costs
for Lot 67 - Motion
proposed by Lot 50**

DEFEATED. That the Owners Corporation will not pursue NCAT for recovery of costs for Lot 67.

Vote: Majority against

Closure:

The meeting closed at 07:48 PM



.....
Tyson Major
Chairperson

SAMPLE REPORT

03 August 2020

To All Owners, Strata Plan 89754
273A FOWLER ROAD
ILLAWONG NSW 2234

Dear Owners,

**RE: MINUTES OF ANNUAL GENERAL MEETING
AT 273A FOWLER ROAD, ILLAWONG NSW 2234**

Attached are the minutes of the recent Annual General Meeting (AGM) conducted for your strata scheme and enclosed is a levy payment notice for your 1st quarter levies. We urge you to read the minutes so you're aware of the issues discussed at the meeting and we also write to bring the following matters to your attention;

1. DO YOU HAVE APPROPRIATE CONTENTS & LANDLORDS INSURANCE?

Although many of the elements within your lot are protected by the Strata Building Insurance (see 'What's Covered by Strata Building Insurance' overleaf), we recommend that all owners effect Contents Insurance to protect those elements of your lot that are not covered by Building Insurance.

C.H.U. Australia's leading Strata Insurance provider is now offering comprehensive Common Contents and Landlord Insurance for owners in Strata Schemes and as a special offer to Netstrata clients, you'll receive an additional 20% discount.

For a quote and simply go to our website www.netstrata.com.au and follow the prompts.

2. YOUR OWNER PORTAL

Don't forget you can obtain all the pertinent information relating to your scheme via your Owner Portal at www.netstrata.com.au. From here you are able to access;

- The Minutes Book for your scheme
- The Financial Records for your scheme
- The current Financial Records for your lot
- The By-laws for your scheme
- The Insurance Certificate & P.D.S. for the scheme
- R.P. Data Sales and Area Profile reports
- Maintenance Reports
- Update your personal information

As always we hope this information proves helpful. Should you have any questions or require further information regarding the AGM or any other matters concerning your strata scheme please do not hesitate to call or email me directly.

Sincerely,
NETSTRATA



Tyson Major | Direct Line: (02) 02 8567 6477 | Email: Tyson.Major@netstrata.com.au
Senior Strata Manager - Licence No. 20145409

WHAT'S COVERED BY STRATA BUILDING INSURANCE?

WHAT IS BUILDING INSURANCE?

Quite simply, Strata Building Insurance protects the Owners Corporation for damage sustained to the building as result of an Accidental or Malicious act. Common examples are;

- Fire/Arson
- Storm/Tempest
- Lightning Strikes
- Vandalism
- Vehicular Impact
- Burglary and Theft
- Glass Breakage
- Burst Pipes
- Earthquakes

A common misapprehension is that Strata Building Insurance protects the Owners Corporation for routine maintenance items or building defects such as the repair of leaking shower trays, settlement or movement cracks in walls and ceilings or concrete cancer, unfortunately this is not the case. The easiest comparison is your motor vehicle insurance. You can insure your vehicle against having an accident, however you can't insure your vehicle against a manufacturers defect or against wearing out. The same principal applies to Strata Building Insurance.

HOW IS THE OWNER OF A LOT PROTECTED?

Every Owners Corporation has a mandatory duty to insure 'the Building' against accidental or malicious damage – section 160(1), Strata Schemes Management Act 2015.

Lot space within a Strata Scheme is commonly defined as;

"the cubic air-space contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor"

Under this definition the lot owner is responsible for the repair, replacement and maintenance of all building components housed within their lot, such as;

- Internal Walls
- Shower Screens
- Appliances such as wall and bench ovens, cook tops, rangehoods, hot water heaters and exhaust fans
- Internal doors
- Built-In Wardrobes
- Toilets, baths and basins
- Kitchen Sinks, cabinets benchtops

For example, a leaking tap washer in the kitchen or a leak through the shower screen is the lot owners responsibility to maintain. However by virtue of the term 'the building' being included in section 160(1), many of the building components contained within an owners lot are protected by the mandatory Building Insurances that is effected by the Owners Corporation.

Simply speaking these items are the lot owners responsibility for the purposes of repair, replacement and maintenance, however they are protected by the Strata Building Insurance if damaged by an insurable event.

ARE OWNERS CONTENTS COVERED BY STRATA BUILDING INSURANCE?

No, the contents and fittings contained within your lot ARE NOT protected by the Strata Building Insurance and are specifically excluded from the policy, items such as;

- Carpets and Underlay
- Light Fittings
- Any furnishings or personal items
- Floating Floorboards
- Paintwork on walls & ceilings
- Electrical appliances that are not hardwired to the building, e.g. clothes dryers, dishwashers, microwaves & TV's
- Wallpaper
- Wall tiles on internal walls
- Curtains and Blinds
- Ceiling Fans

Owner occupiers may extend cover on their contents insurance to include items not covered by the Strata Building Insurance. Most major mainstream insurers in NSW are aware of the delineation between strata building insurance and contents insurance for a strata property and are happy to extend home contents insurance to include the items listed above.

Non-Resident or Owner investors owners may also take out 'Landlords Insurance' for a sufficient sum to cover the fittings of their lot, however all owners should undertake their own inquiries with their insurer or broker to ensure their contents are adequately covered.

Minutes of Annual General Meeting

Strata Plan:	89754 - FOWLER ROAD 273A, ILLAWONG
Meeting date:	Thursday, 30 July 2020
Commenced:	06:07 PM
Apologies:	Beverly Phillips of Lot 15
Pre Meeting Voting:	Lot 1, Lot 2, Lot 3, Lot 4, Lot 8, Lot 9, Lot 10, Lot 12, Lot 13, Lot 22, Lot 24, Lot 25, Lot 26, Lot 27, Lot 28, Lot 29, Lot 32, Lot 33, Lot 34, Lot 35, Lot 36, Lot 37, Lot 41, Lot 42, Lot 43, Lot 44, Lot 48, Lot 50, Lot 52, Lot 53, Lot 55, Lot 57, Lot 60, Lot 61, Lot 66, Lot 67
Present:	Lot 14, Lot 15, Lot 17, Lot 20, Lot 21, Lot 40, Lot 51, Lot 58, Lot 64
Proxies:	Stephen Johnston Lot 39
Corporate Authorisation:	Nil
In attendance:	Tyson Major of Network Strata Services T/A Netstrata, Stephen Johnston
Quorum:	46 of 63* lot owners were present, a quorum was formed. *Note: 4 owners were unfinancial at the time of the meeting.
Chairperson:	Tyson Major
Motion 1. Confirmation of Previous General Meeting Minutes	RESOLVED that the minutes of the last general meeting were confirmed as a true and accurate account of the proceedings of that meeting. Poll Vote: 100% in favour
Motion 2. Financial Statements	RESOLVED that the Financial Statements as presented were adopted. Poll Vote: 100% in favour
Motion 3. Appointment of an Auditor	RESOLVED that an auditor will be appointed for the coming year. Poll Vote: 84% in favour, 16% against
Motion 4. Annual Fire Safety Statement	RESOLVED that the owners considered the Annual Fire Safety Statement and that the Strata Managing Agent shall continue to co-ordinate the inspection process and necessary administrative processes to obtain the statement for the coming year. It was further resolved that the current fire safety contractor, MPK Fire Safety was considered competent by the Owners Corporation in accordance with the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulations 2017. Poll Vote: 100% in favour

- Motion 5.
Building Defects and Rectification** **RESOLVED** the Owners Corporation discussed the statutory warranty periods which apply to the strata scheme and decided that any potential defects identified will be issued to the strata manager to action accordingly.
Poll Vote: 86% in favour, 14% against
- Motion 6.
The Strata Insurances** **RESOLVED** that the Owners Corporation's insurances as presented were confirmed.
Poll Vote: 98% in favour, 2% against
Notes: It was noted at the meeting that a notice to remind all owners and residents to have their own vehicle and contents insurance as coverage does not extend to personal belongings including vehicles and items in the basement under the strata building insurance policy.
- Motion 7.
10 Year Capital Works Plan** **RESOLVED** that the Owners Corporation shall not adopt the recommendation of the Capital Works fund plan in their annual budget.
Poll Vote: 96% in favour, 4% against
Notes: The capital works plan will be renewed in the coming financial year.
- Motion 8.
The Proposed Budget & Strata Levies** **RESOLVED** that the proposed budget as presented be accepted as Administration fund \$245,844.50 inc GST and Capital Works fund \$130,000.00 inc GST for the year commencing 1 July 2020 and that the first contributions become due and payable for both the Administrative and Capital Works fund in quarterly instalments on 10/9/20, 01/12/20, 01/03/21 & 01/06/21.
Poll Vote: 95% in favour, 5% against
- Motion 9.
Installation of non-combustible cladding** **RESOLVED** that the Owners Corporation will remove the current combustible cladding on the buildings facade and replace with non-combustible cladding as specified in the tender assessment from Landlay.
Poll Vote: 79% in favour, 21% against
- Motion 10.
Installation of non-combustible FC sheeting** **DEFEATED.** That the Owners Corporation WILL NOT remove the current combustible cladding on the buildings facade and replace with non-combustible FC sheeting as specified in the tender assessment from Landlay.
Poll Vote: 33% in favour, 67% against
- Motion 11.
Approve Cladding Quote** **DEFEATED.** That the Owners Corporation WILL NOT approve the quote submitted by SBM.
Poll Vote: 23% in favour, 77% against
Notes: An EGM will be called in August for the Owners Corporation to approve a cladding replacement with non-combustible cladding quotation as required under the fire order.
- Motion 12.
Approve Cladding Quote** **DEFEATED.** That the Owners Corporation WILL NOT approve the quote submitted by Renfay.
Poll Vote: 2% in favour, 98% against
Notes: An EGM will be called in August for the Owners Corporation to approve a cladding replacement with non-combustible cladding quotation as required under the fire order.

**Motion 13.
Approve Cladding
Quote**

DEFEATED. That the Owners Corporation WILL NOT approve the quote submitted by ICON.
Poll Vote: 46% in favour, 54% against
Notes: An EGM will be called in August for the Owners Corporation to approve a cladding replacement with non-combustible cladding quotation as required under the fire order.

**Motion 14.
Approve FC
Sheeting Quote**

DEFEATED. That the Owners Corporation WILL NOT approve the quote submitted by Renfay
Poll Vote: 4% in favour, 96% against

**Motion 15.
Approve FC
Sheeting Quote**

DEFEATED. That the Owners Corporation WILL NOT approve the quote submitted by Renfay.
Poll Vote: 23% in favour, 77% against

**Motion 16.
Approve FC
Sheeting Quote**

DEFEATED. That the Owners Corporation WILL NOT approve the quote submitted by ICON.
Poll Vote: 6% in favour, 94% against

**Motion 17.
Approve Corrosion
Removal**

RESOLVED that the Owners Corporation will proceed with corrosion removal with the company that successfully tenders for the cladding replacement.
Poll Vote: 77% in favour, 23% against

**Motion 18.
Approve Contract
Administration**

RESOLVED that the Owners Corporation will proceed with contract administration undertaken by Landlay.
Poll Vote: 98% in favour, 2% against

**Motion 19.
Approve Project
Supervision
(Superintendent
Role)**

RESOLVED that the Owners Corporation will appoint Landlay as the Project Manager/Superintendent for the cladding removal and replacement works.
Poll Vote: 96% in favour, 4% against
Notes: It was further confirmed with Landlay that the role also includes submitting a structural certificate for the works.

**Motion 20.
Approve Project
Supervision**

DEFERRED Motion withdrawn at the meeting.
Poll Vote: All deferred
Notes: At the meeting the proxy for Lot 39 made the below comments:
I reside in our complex and my wife Jenny is an owner.
I hold a bachelor degree in engineering from the university of NSW.
Over the past 30 years I have worked for myself in the building & construction industry. During this time I have completed multi million dollar projects for both the government & the private sectors.
The offer of my professional services to site supervise the removal & replacement of the combustible cladding was made to ensure the quality of the work being carried out and reduce some of the costs to all owners. However, I am withdrawing my offer as I feel my integrity & professional ability has been attacked by a handful of owners.

Motion 21. Special Levy - Replacement Works	<u>DEFEATED.</u> That the Owners Corporation WILL NOT raise a special levy at this time. Poll Vote: 43% in favour, 57% against Notes: It was requested at the meeting that this motion be placed on the next general meeting of the Owners Corporation.
Motion 22. Class Action Funding Agreement	<u>RESOLVED</u> that the Owners Corporation will join the class action funded by IMF Bentham as per the funding agreement included in the meeting notice. Poll Vote: 65% in favour, 35% against
Motion 23. Engage William Roberts Lawyers	<u>RESOLVED</u> that the Owners Corporation will engage William Roberts Lawyers to act on behalf of the scheme for the class action funded by IMF Bentham as per the cost agreement included in the meeting notice. Poll Vote: 65% in favour, 35% against
Motion 24. Point of Contact	<u>RESOLVED</u> that the Owners Corporation appoint Tyson Major of Netstrata Pty Ltd as the point of contact for the class action claim. Poll Vote: 2% in favour of deferral, 61% in favour, 37% against
Motion 25. Levy Interest Suspension	<u>DEFEATED.</u> The Owners Corporation decided NOT to temporarily suspend levy interest at this time. Levy interest will continue to be charged at 10% per annum, pursuant to Section 85 of the Strata Schemes Management Act 2015. Poll Vote: 41% in favour, 59% against
Motion 26. Overdue Levies & Payment Plans	<u>RESOLVED</u> that the Owners Corporation WILL accept payment plans at this time and will be reviewed on a case by case basis as per the provisions of the Act. Poll Vote: 67% in favour, 33% against
Motion 27. Call for Nominations to Strata Committee and Election	<u>DEFEATED.</u> No committee will be appointed at this time. The Owners Corporation will be administered by the managing agent in accordance with section 29(4) of the Strata Schemes Management Act 2015. Poll Vote: 2% in favour of deferral, 47% in favour, 51% against
Motion 28. Restricted Matters	<u>RESOLVED</u> that at this stage there be no changes to the matters that should only be determined by the Owners Corporation in general meeting. Poll Vote: 97% in favour, 3% against
Motion 29. Strata Managers Report	<u>RESOLVED</u> the Owners Corporation reviewed and confirmed the Strata Managers report into Training Services and 3rd Party Commissions in accordance with Sections 55 & 60 of the Strata Schemes Management Act 2015. Poll Vote: 96% in favour, 4% against

**Motion 30.
Management
Agreement**

RESOLVED to enter into a new Managing Agency Agreement with Network Strata Services Pty Ltd, trading as 'Netstrata' for a period of 1 Year as presented to the Owners Corporation dated **30/07/20**, and that an instrument in writing in the term of this resolution be executed under the seal of the Owners Corporation delegating to the agent all of its functions including those of Chairperson, Secretary, Treasurer and Strata Committee of the Owners Corporation.

FURTHER RESOLVED that **Neo Simillis** of lot **21** and **Stephen Johnston** of lot **39** be authorised to sign the agreement on behalf of the Owners Corporation.

NOTE:

* Original copies of the agreement were served on the authorised signatories immediately following the meeting.

* In accordance with Section 50(6) of the Strata Schemes Management Act 2015, the Strata Manager provides written notice that the agency agreement must be renewed by the Owners Corporation by no later than **30/07/23**.

* **The chairperson abstained from voting on the motion.**

Poll Vote: 2% in favour of deferral, 58% in favour, 40% against

**Motion 31.
Car Charger Works
(EV Charging)**

DEFEATED. More than 25% of the Unit of Entitlement votes cast at the meeting were against the motion. The Owners Corporation will not pass 'Car Charger Works Programme' By-Law at this time.

Poll Vote: 19% in favour, 81% against

**Motion 32.
Animals By-Law -
Proposed by Lot 58
& Lot 39**

DEFEATED. More than 25% of the Unit of Entitlement votes cast at the meeting were against the motion. The Owners Corporation will not pass Animals By-Law at this time.

Poll Vote: 51% in favour, 49% against

**Motion 33.
Council Clean Up**

RESOLVED that the Bi-Annual Council clean-ups will be undertaken on the following dates: dates determined at the next general meeting.

Poll Vote: 76% in favour, 24% against

Closure: The meeting closed at 08:14 PM



.....
Tyson Major
Chairperson

General Business: The proxy for lot 39 requested a poll vote for all motions.



INDEPENDENT AUDITORS' REPORT TO THE OWNERS OF STRATA PLAN 89754

Scope

We have audited the attached special purpose financial report comprising the Balance Sheet, Income and Expenditure Statements and accompanying notes to the financial statements of Strata Plan 89754 as at 30 June 2020.

The owners corporation is responsible for the preparation and fair presentation of the financial report, and has determined that the accounting policies described in Notes to the financial report is appropriate to meet the requirements of sections 92 and 93 of the Strata Schemes Management Act 2015, and the needs of the owners. This includes the responsibility of maintaining internal controls necessary to enable the preparation of financial reports that are free from material misstatement, whether due to fraud or error.

Our responsibility is to express an opinion on the financial report based on our audit. No opinion is expressed as to whether the accounting policies used, as described in the Notes to the financial statements are appropriate to meet the needs of the owners. Our audit has been conducted in accordance with Australian Auditing Standards. Those standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of risk of material misstatement of the financial report, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the owners corporation, as well as evaluating the overall presentation of the financial report.

We believe the audit evidence obtained is sufficient and appropriate to provide a basis for our opinion.

Audit Opinion

In our opinion, the financial report presents fairly, in all material respects, the financial position of Strata Plan 89754 as at 30 June 2020 and its financial performance for the period then ended in accordance with the accounting policies described in note 1 to the financial statements. The financial report has been prepared to assist the strata plan to meet the requirements of sections 92 and 93 of the Strata Schemes Management Act 2015. As a result, the financial report may not be suitable for another purpose.

KHOURY BROS & CO

Accountants, Auditors, Advisors

Joseph Peter Khoury

FIPA, CTA, RCA

Dated: 8 July 2020



STRATA PLAN 89754

NOTES TO AND FORMING PART OF THE ACCOUNTS FOR THE PERIOD ENDED 30 June 2020

NOTE 1: Statement of Accounting Policies

This is not a general purpose financial report. It is a special purpose report prepared for the owners of the plan specifically to enable compliance with and in accordance with section 92 and 93 of the Strata Schemes Management Act 2015.

As the plan is not a reporting entity, there are no requirements to prepare accounts in accordance with any applicable Australian Accounting Standards, Australian Accounting Interpretations, or any other pronouncements of the Australian Accounting Standards Board.

The accounts are prepared in accordance with conventional historical costs principals, together with the basic concepts of a going concern. They do not take into account changes in monetary values or current valuations of non-current assets, except where otherwise stated.

NOTE 2: Accounting for Income & Expenses

The accrual basis of accounting has been applied to all levies receivable. Any other income and all expenditure is accounted for on a cash basis and is brought to account when the income is received or the expense paid; except where otherwise stated.

NOTE 3: Levies in Arrears/Advance

The items shown as levies in Arrears/Advance in the balance sheet represent the position of all levies in arrears or advance at the balance date plus any other charges incurred during this period.

NOTE 4: Insurance Premiums

The amount of commission received (if applicable) by the managing agents is reflected on each successful quote.

NOTE 5: Creditors

The amount, if any, shown in the Balance Sheet under "creditors" represents expenditure that has been accounted for in the Income & Expenditure Statements, but not yet paid at balance date.

NOTE 6: Income Tax

Assessable income such as interest and other income derived by the plan from the investment of funds or derived from other personal property as defined in taxation ruling TR 2015/3, is taxable at the current company tax rate. Assessable income received by the plan in respect of common property is taxable in the hands of individual owners as determined by taxation ruling TR 2015/3.

Structural Design Statement & Certification

Project:	273A Fowler Street, ILLAWONG NSW 2234	Date of Issue:	17 December 2020
Principal:	The Owners – Strata Plan 85183	Contractor:	Wynn Constructions T/As DM HOLDING PTY LTD
Reference:	20-090 STRUCT CERT 201217.docx	Reference:	Zipclad Service Pty Ltd Installation Certificate 273a Fowler Road Illawong

We, Landlay Consulting Group being professional structural Engineers in accordance with the National Construction Code/ Building Code of Australia, hereby certify the structural elements relating to the replacement of the Aluminium cladding and its components used at the above-mentioned project, as per *Zipclad Service Pty Ltd Installation Certificate 273a Fowler Road Illawong* and the relevant Australian Standards:

Based on our site meeting, which was held on Thursday, 10th December 2020 we confirm that the works in removing the combustible cladding and installing *Monoclad* as contained within the signed contract which stems from the approved scope of works from Landlay Consulting Group dated 22 May 2020 (ref: 20-090 SPEC 200429) have been successfully completed to a satisfactory standard to the National Construction Code and the required Australian Standards.

This certification shall not be construed as relieving any other party of their responsibility, liabilities or contractual obligations.

Regards,

For Landlay Consulting Group Pty Ltd



John Riad BE (Civil)(Hons), Dip Eng Prac. CPEng (Structural) MIE Aust. NER
SENIOR REMEDIAL ENGINEER
Landlay Consulting Group Pty Ltd

AWTA PRODUCT TESTING

Australian Wool Testing Authority Ltd - trading as AWTA Product Testing

A.B.N 43 006 014 106

1st Floor, 191 Racecourse Road, Flemington, Victoria 3031

P.O Box 240, North Melbourne, Victoria 3051

Phone (03) 9371 2400 Fax (03) 9371 2499

TEST REPORT

Client : Halifax Vogel Group
25 West Park Drive
Derrimut VIC 3030

Test Number : 18-005153
Issue Date : 18/09/2018
Print Date : 18/09/2018
Order Number : 527069

Sample Description Clients Ref : "Mondo Clad"
Aluminium Sheeting - Coated
End Use : Facade Panel
Nominal Composition : Solid aluminium, Alloy 5052H32, PVDF coated
Nominal Mass per Unit Area/Density : 8310g/m2
Nominal Thickness : 3mm

AS/NZS 1530.3-1999

Methods for Fire Tests on Building Materials, Components and Structures Part 3: Simultaneous Determination of Ignitability, Flame Propagation, Heat Release and Smoke Release

	Face tested:	Face	
	Date tested:	17/09/2018	
		Standard Error	Mean
Ignition time		Nil	Nil min
Flame propagation time		Nil	Nil sec
Heat release integral		Nil	Nil kJ/m ²
Smoke release, log d		0.0153	-1.7043
Optical density, d			0.0198 / metre
Number of specimens ignited:			0
Number of specimens tested:			6
Regulatory Indices:			
Ignitability Index			0 Range 0-20
Spread of Flame Index			0 Range 0-10
Heat Evolved Index			0 Range 0-10
Smoke Developed Index			2 Range 0-10

142615

30471

Page 1 of 2

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Accredited for compliance with ISO/IEC 17025 - Testing

- Chemical Testing

- Mechanical Testing

- Performance & Approvals Testing

: Accreditation No.

983

: Accreditation No.

985

: Accreditation No.

1356

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Michael A. Jackson

APPROVED SIGNATORY

MICHAEL A. JACKSON B.Sc. (Hons)
MANAGING DIRECTOR

AWTA PRODUCT TESTING

Australian Wool Testing Authority Ltd - trading as AWTA Product Testing

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TEST REPORT

Client : Halifax Vogel Group
25 West Park Drive
Derrimut VIC 3030

Test Number : 18-005153
Issue Date : 18/09/2018
Print Date : 18/09/2018
Order Number : 527069

These results only apply to the specimen mounted, as described in this report. The result of this fire test may be used to directly assess fire hazard, but it should be recognised that a single test method will not provide a full assessment of fire hazard under all fire conditions.

Ignition is initiated by a pilot flame that is held near, but does not touch the specimen. A material that does not ignite during the standard test may ignite if contacted with a pilot flame during the test.

Each test specimen had an unattached backing of 4.5mm thick fibre reinforced cement board.

Each test specimen was clamped in four places.

142615

30471

Page 2 of 2

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James Selakovic

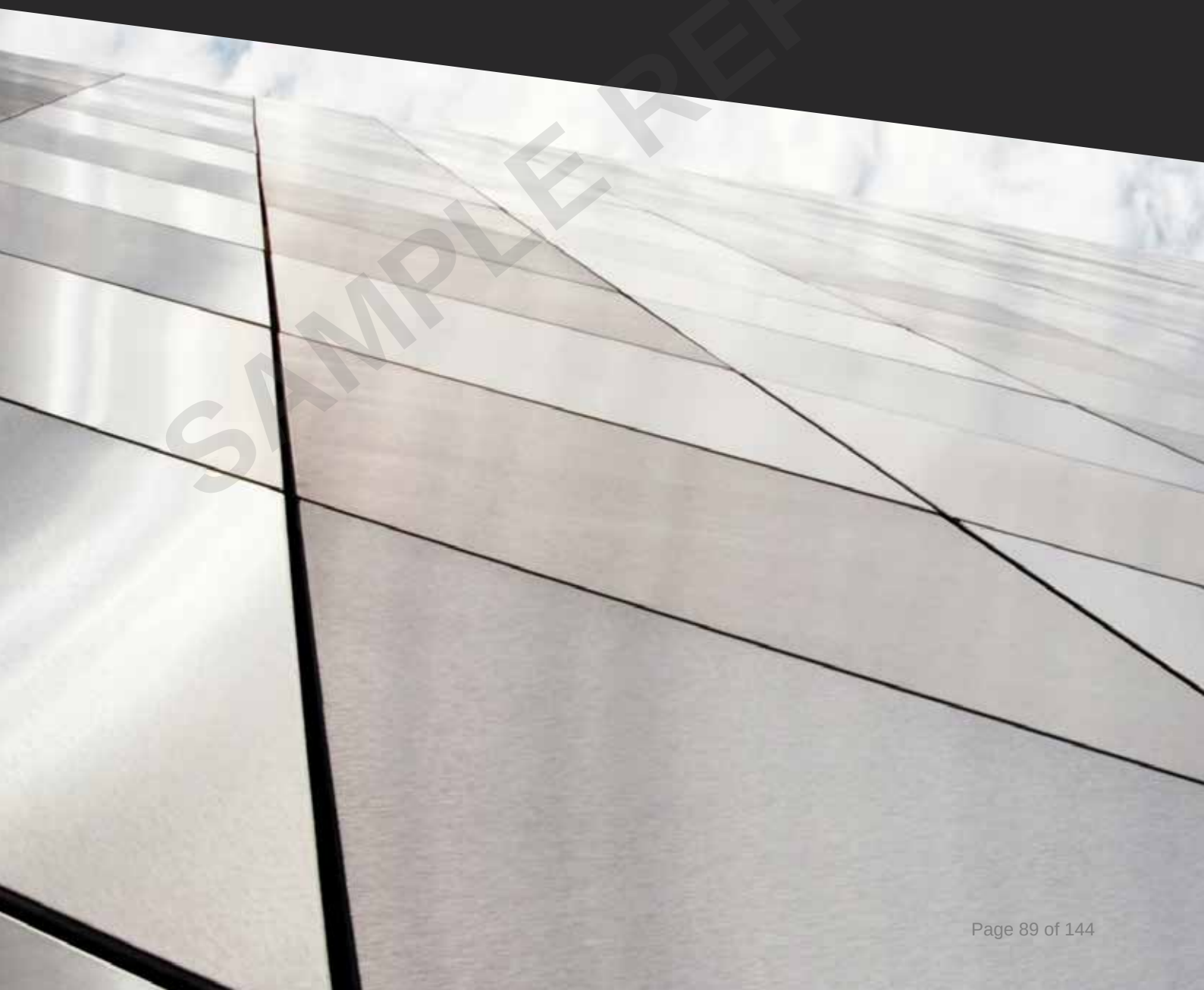
APPROVED SIGNATORY

Michael A. Jackson
MICHAEL A. JACKSON B.Sc. (Hons)
MANAGING DIRECTOR



MondoClad

NON-COMBUSTIBLE
PRE-FINISHED
ALUMINIUM PANELS



NON-COMBUSTIBLE ALUMINIUM PANELS

MondoClad™ solid aluminium panels set a new standard in high-performance, quality façades. With its exceptional fire performance, this is a non-combustible solution designed to last. Offered in an extensive range of colours, these pre-painted panels are suited to a range of applications from high-rise and education to health care and residential developments. Exclusively distributed by HVG Façades, MondoClad™ is now used in new constructions and the recladding of existing projects across Australia.

A product of enduring style

MondoClad™'s wide range of finishes and sizes means that even the most complex architectural designs can be achieved. Stocked locally in numerous colours and sizes, MondoClad™ also offers custom colours and measurements on request.

MondoClad™ is non-combustible, and can be easily fabricated into cassettes. This combination

of low maintenance, high level safety and durability means that architects, designers, developers, builders and contractors can specify confidently without compromising design. The superior PVDF architectural paint finish of MondoClad™ also ensures UV stability and colour retention, so that architectural designs will stand the test of time.

A non-combustible solution that is designed to last

MondoClad™ offers exceptional quality and fire performance. It is categorically non-combustible, in accordance with AS1530.1 standards, which sets it apart from many other market offerings.

Utilising a highly corrosive resistant marine grade alloy, MondoClad™ is ideal for use in harsh Australian conditions. The high-quality paint finish provides modern colour options with durable UV resistance and gloss retention.

MONDOCLAD™ BENEFITS

100% Non-combustible to AS1530.1

This means that MondoClad™ is NCC compliant, streamlining the building approvals process.

Custom sizes, colours and finishes

MondoClad™ offers custom colours and sheet sizes, including oversize sheets, to ensure your design is achieved.

15-year warranty

MondoClad™ offers high colour retention and will not oxidise over time.

PVDF finish

Superior long lasting finish, no cracking when fabricated.

High quality marine grade aluminium

MondoClad™ is designed to be corrosion resistant, meaning it will not oxidise, making it an ideal choice for all locations.

Easy to fabricate

When Folding, routing and cutting.

Stocked in Australia

As MondoClad™ is stocked locally, there are reduced lead times for delivery.

Expert advice

A team of experts with strong industry and technical knowledge is available to assist in enquires.

Competitively priced

MondoClad™ is market priced in line with current industry climate, making it an affordable high-quality option.

CLEANING INFORMATION

To maintain the appearance of the MondoClad™ panels we strongly recommend regular cleaning with appropriate mild detergents ensuring that the detergent is thoroughly rinsed off the façade.

Never use cleaning products that are highly

alkaline or acidic and avoid abrasive materials and paint dissolving solvents.

Facades that are located near a marine or industrial environment may need more frequent cleaning periods.

MONDOCLAD™ TECHNICAL DATA SHEET

Properties	Units	Values
Alloy		5052
Temper		H32
Standard thickness	mm	3
Painted weight	kg/m ²	8.31
Raw density	kg/m ³	2680
Indicative minimum radius	mm	45
Tensile strength	MPa	215-265
0.2% Proof stress	MPa	>160
Elongation	%	7
Linear thermal expansion		2.4mm/m at 100° temperature difference
Melting range	°C	607-650
Modulus of elasticity - Tension	GPa	69.3 @ 20°C
Modulus of elasticity - Torsion	GPa	25.9 @ 20°C
Modulus of elasticity - Compression	GPa	70.7 @ 20°C
Thermal conductivity	W/m.k	138 @ 25°C
Electrical resistivity	micro-ohm.m	70.7 @ 20°C
Electrical conductivity - Equal volume	MS/m	20 @ 20°C
Electrical conductivity - Equal weight	MS/m	67 @ 20°C
Sound adsorption factor	NCR	0.05
Sound reflection	%	95

FIRE PERFORMANCE

MondoClad™ solid aluminium panels are non-combustible when tested to AS1530.1.

Test standard	Result		
AS1530.1	Non-combustible		
AS1530.3	Pass	Ignitability index	0
	Pass	Heat evolved	0
	Pass	Spread of flame	0
	Pass	Smoke developed	2

FABRICATION

MondoClad™ sheets can be fabricated into panels using various techniques.



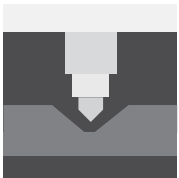
Circular Saw

For best results, a track guided circular saw is recommended. It is important to discuss blade selection with manufacturer. Hand folding is generally achievable without the need for bending equipment. A depth gauge roller suitable for 3mm thickness may be required.



Vertical Panel Saw

This type of saw can cut and route MondoClad™. Please seek manufacturer's advice in the selection of an appropriate blade. Existing vertical saws can be retro fitted with a variable speed driver controller and lubricant misting equipment. When creating a V groove for folding, the minimum thickness left in the bottom of the groove should be 0.7mm



CNC Router

This equipment can be used for straight and contour cutting along with V Grooving for folding. When establishing a V groove for folding, the minimum thickness left in the bottom of the groove should be 0.7mm. The spindle rotation speeds and feed rates are machine dependent and should be discussed with the manufacturer. In some circumstances, a lubricant mister may be required with this type of machinery. Please consult the manufacturer.



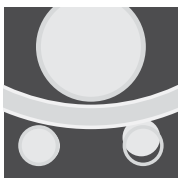
Folding

After the V groove has been formed, fold the return leg back in one movement. It is recommended that a portable folding tool be used for small panels and a folding machine/bed for larger format panels. The initial folded angle should slightly more than the final angle required.



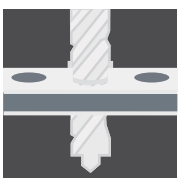
Shearing

MondoClad™ can be guillotined to the required size. Ensure the cut material is captured to prevent damage.



Roll Bending

To create curved surfaces, use a suitable bending machine. Safeguard the material by maintaining the protective film. Make certain the rollers are clean and dent-free. The minimum bending radius should be no more than 15 times the thickness.



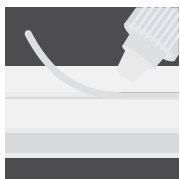
Drilling

A high quality HSS centre point drill bit is suitable for drilling MondoClad™.



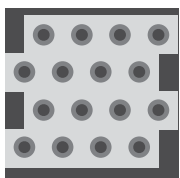
Fixing

You can rivet MondoClad™ using blind and solid rivets. Always consider the effects of thermal expansion and potential building movement. Stainless steel screws should be used with all MondoClad™ products. Always consider the effects of thermal expansion and the possibility of building movement.



Welding

The common methods for welding MondoClad™ are TIG and MIG. It is recommended to consult with your local welding specialist for advice.



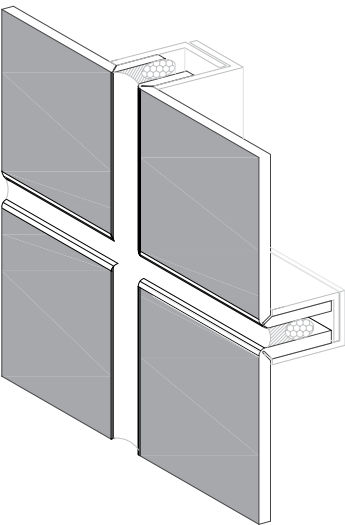
Perforating

MondoClad™ can be perforated by punching, drilling or milling. Contact HVG Façades to discuss the pattern and open area you are seeking to achieve.

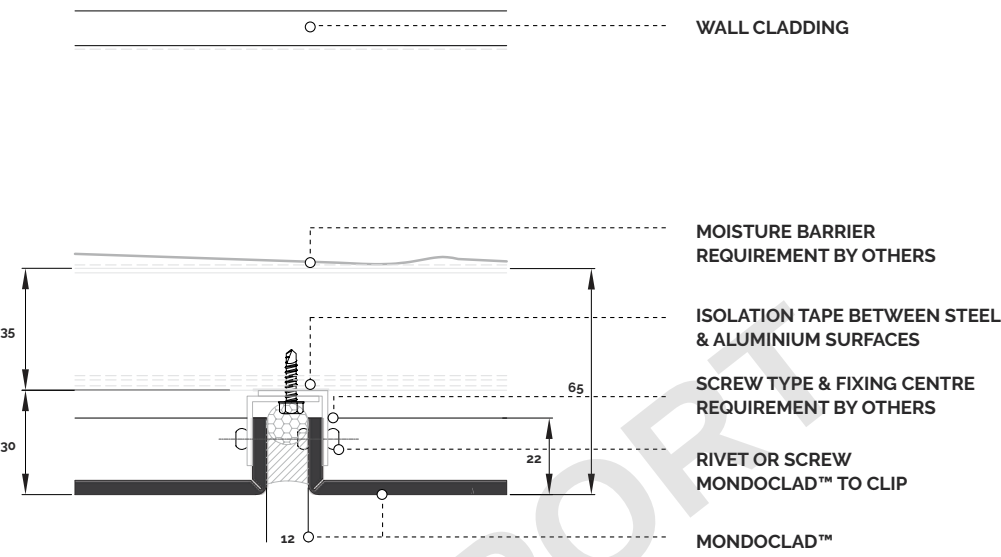
It is strongly recommended that you consult with machinery manufacturers and tool suppliers to secure the best fabrication result. We suggest that you conduct preliminary tests and trials prior to commencing the production of panels.



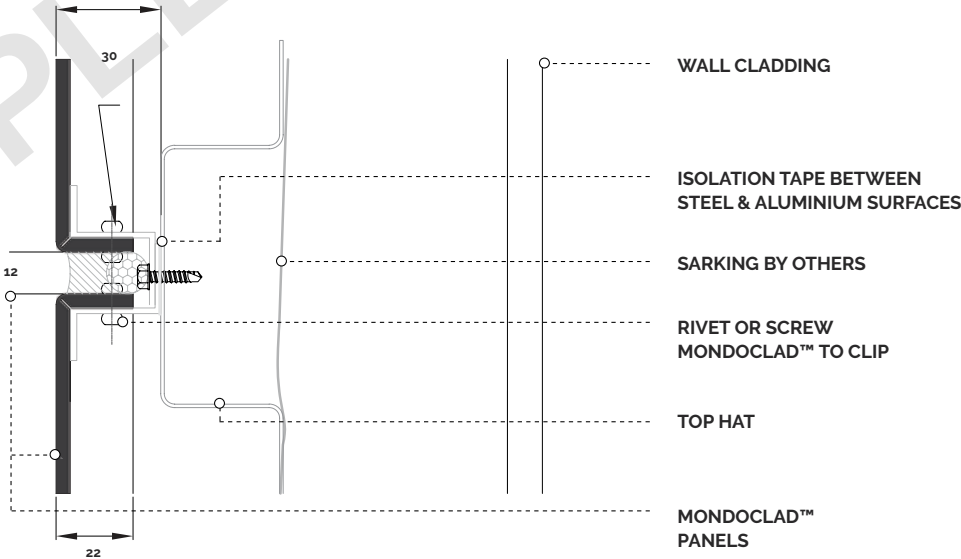
FIXING DETAILS



MondoClad™ Fixed Cassette System

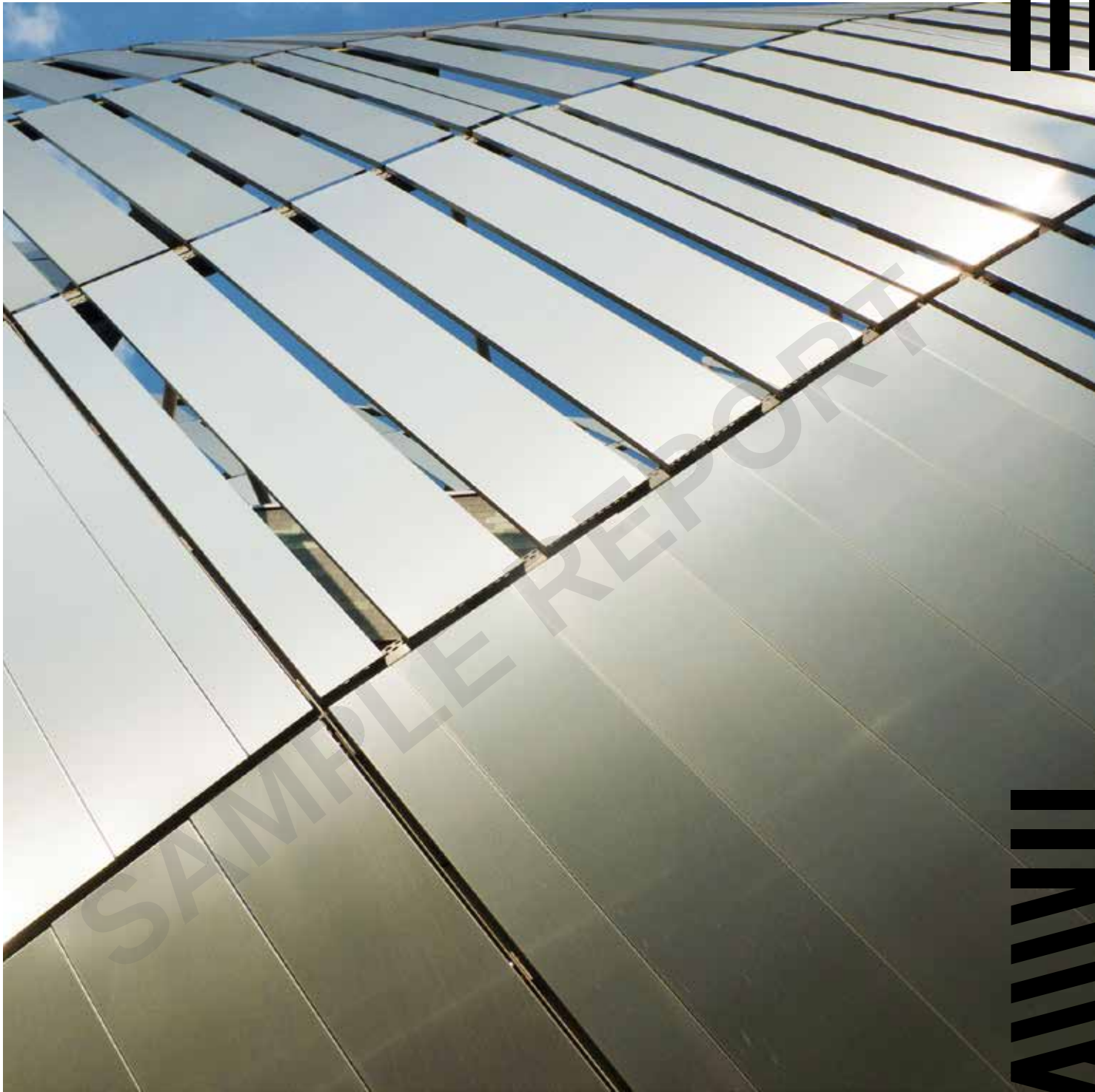


Vertical Joint-Route



Horizontal Joint Z Angle-Route

SUSTAINABILITY



MondoClad™ is an excellent choice to enhance the sustainability of buildings due to its exceptional corrosion resistance and recyclability.

Our MondoClad™ solid aluminium panels are 100% recyclable offering an eco-friendly solution.

Up to 95% less energy is required in the recycling of aluminium in comparison to other primary metals leading a reduction in emissions.



MondoClad™



By **HVG** façades

hvgfacades.com.au | 1300 881 712

SYDNEY
29 Henderson Street
Turrella NSW 2205

MELBOURNE
25 West Park Drive
Derrimut VIC 3026

BRISBANE
128 Mica Street
Carole Park QLD 4300

PERTH
72 Bushland Ridge
Bibra Lake WA 6163

ADELAIDE
57 Barnes Avenue
Marleston SA 5033

Page 96 of 144

Version 1.2

MONDOCLAD - CLEANING AND MAINTENANCE GUIDE

MondoClad solid aluminium panels have a superior PVDF architectural paint finish that ensures UV stability and colour retention, so that architectural designs will stand the test of time.

Cleaning

Annual cleaning is recommended. The surface should be cleaned either manually using a soft brush or by means of a high-pressure cleaner (max. 50 bar) with clean water. If necessary, a mild cleaning agent (pH6-7) may be added, up to a maximum of 10%. Cleaning should take place from top to bottom and should be continuously rinsed with clean water to remove any cleaning agent residue. Generally, we recommend trying out the cleaning agent on an obtrusive part of the building to check whether the surface appearance is affected.

Do not clean surfaces in direct sunlight or if the temperature is above 40°C. The quick drying may cause marks or stains.

Cleaning agents

If there is any doubt as to the suitability of the cleaning agent, please contact your local HVG Facades representative.

Non-suitable cleaning agents

Please do not use highly alkaline cleaning agents such as potassium hydroxide, sodium hydroxide or caustic soda. Any strong acid products or highly acid products or highly abrasive cleaning agents.

Removal of graffiti

Depending on the spray paint used to graffiti the panel, the following steps should enable you to remove graffiti from the MondoClad PVDF finish.

A test should be carried out in small area first:

1. Remove any coarse particles of dirt with water to prevent the surface from being damaged during the cleaning process. Then dry the panel.
2. Apply a suitable solvent to the sprayed graffiti using a soft cloth. The solvent is rubbed in until the sprayed graffiti has largely been dissolved.

A.B.N. 75 104 808 853 | www.hvgfacades.com.au | P 1300 881 712

SYDNEY
29 Henderson Street
Turrella NSW 2205

MELBOURNE
25 West Park Drive
Derrimut VIC 3030

BRISBANE
128 Mica Street
Carole Park QLD 4300

PERTH
72 Bushland Ridge
Bibra Lake WA 6163

ADELAIDE
57 Barnes Avenue
Marleston SA 5033

3. Remove the dissolved graffiti using soft cloth. This may require continuous renewal of the cloth.
4. Clean the surface again using clean cloth with small amounts of solvent until any remaining graffiti has been removed.
5. The MondoClad coating then needs to regenerate for least 24 hours, independent of the cleaning result reached.
6. If there is any remaining graffiti, steps 2-4 should be repeated, but not until the MondoClad finish has regenerated.

Note that some graffiti removal agents are very aggressive and may not be suitable for application on MondoClad.

General information

After cleaning, traces or shaded parts of the previous graffiti are possibly still visible on the MondoClad surface. This appearance is caused by organic dyes that can be in the graffiti spray paint and are slightly susceptible to migration. Therefore, cleaning should take place as soon as possible to prevent the spray paint from migrating. According to our experience at HVG Facades we find the spray residual often decomposes when exposed to solar radiation, which causes the shading effect to disappear over time.

Suitable solvents may include:

- Ethanol (methylated spirits)
- Hexane (white spirit)
- Methyl glycolic acid

Caution: the solvents are usually inflammable.

A.B.N. 75 104 808 853 | www.hvgfacades.com.au | P 1300 881 712

SYDNEY
29 Henderson Street
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MELBOURNE
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Derrimut VIC 3030

BRISBANE
128 Mica Street
Carole Park QLD 4300

PERTH
72 Bushland Ridge
Bibra Lake WA 6163

ADELAIDE
57 Barnes Avenue
Marleston SA 5033

INSTALLATION CERTIFICATE

Street no.	273A	Street name:	Fowler Road		
Suburb:	Illawong	State:	NSW		Postcode: 2234
Description of Work:	Reclad (Compliant Cladding upgrade)				

I **Kristian Milosevski** of **Zipclad Service Pty Ltd**
(name) (company)

hereby certify that the above installation of MondoClad™ Solid Aluminium Cassette Panels & Bradford Enviroseal™ Sarking (CW), has been installed to manufacturer specifications and meets the requirements of the Building Code of Australia, relevant Australian Standards.

I also certify that I am an appropriately qualified and competent person practicing in the relevant area of work to provide the certificate of installation for this component of the project.

Yours faithfully,

Name:	Kristian Milosevski		
Company Name:	Zipclad Service Pty Ltd	ABN No:	65614029462
Company Address:	10/57a Rhodes Street, Hillsdale 2036	Tel:	02 9661 3021
Signature:		Position Title:	Managing Director
		Date:	14/12/2020

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

273A FOWLER ROAD, ILLAWONG 2234

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

SP 89754

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

5 & 6 Storey Residential-Commercial Masonary Building

Section 3: Name and address of the owner(s) of the building or part of the building

Name

Owners Corporation SP89754

Address

273A FOWLER ROAD, ILLAWONG 2234 (C/- NETSTRATA, PO BOX 265, HURSTVILLE BC 1481)

Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	CFSP *
Access Panels Doors and Hoppers to Fire-Resisting Shafts	BCA 2012 C3.13	23.03.20	Matt Keene Anthony Grigg Blake Magrath
Automatic Fail-Safe Devices to Smoke Doors	BCA 2012 Clause C3.4, D2.21, AS 1670.1 - 2004	23.03.20	Matt Keene Anthony Grigg Blake Magrath
Automatic Fire Detection and Alarm Systems	BCA 2012 E2.2 & Spec E2.2a, AS 1670.1 - 2004	23.03.20	Matt Keene Anthony Grigg Blake Magrath
Automatic Fire Suppression Systems (Sprinklers)	BCA 2012 Clause E1.5 & Spec E1.5, AS 2118.1 - 1999	23.03.20	Matt Keene Anthony Grigg Blake Magrath
Emergency Lighting	BCA 2012 E4.2, E4.4, AS 2293.1 - 2005	23.03.20	Matt Keene Anthony Grigg Blake Magrath
Emergency Warning and Intercommunication System	BCA 2012 Clause E2.2a, AS 1670.1 - 2004	23.03.20	Matt Keene Anthony Grigg Blake Magrath
Exit Signs	BCA 2012 Clause E4.5, E4.8, AS 2293.1 - 2005	23.03.20	Matt Keene Anthony Grigg Blake Magrath

Fire Alarm Monitoring	BCA 2012 Clause E1.5, Spec E1.5, AS 2118.1 - 1999, AS 1670.3 - 2004	23.03.20	Matt Keene Anthony Grigg Blake Magrath
Fire Dampers where visible only	AS 1668.1 - 1998	23.03.20	Matt Keene Anthony Grigg Blake Magrath
Fire Dampers	AS 1668.1 - 1998	05.05.29	Rob Fuller
Fire Doors (Fire Resistant Doorsets)	BCA 2012 Spec C3.4, AS 1905.1 - 2005	23.03.20	Matt Keene Anthony Grigg Blake Magrath
Fire Hydrant Systems	BCA 2012 E1.3, AS 2419.1 - 2005	23.03.20	Matt Keene Anthony Grigg Blake Magrath
Fire Seals Protecting Openings in Fire-Resisting Components of the Building	BCA Clause C3.15	23.03.20	Matt Keene Anthony Grigg Blake Magrath
Hose Reel Systems	BCA 2012 Clause E1.4, AS 2441 - 2005	23.03.20	Matt Keene Anthony Grigg Blake Magrath
Lift Landing Doors	BCA 2012 Clause C3.10, AS 1735.11 - 1986	23.03.20	Matt Keene Anthony Grigg Blake Magrath
Lightweight Construction located as per Construction Certificate Drawings	BCA 2012, Part C1.8 and Spec C1.8	23.03.20	Matt Keene Anthony Grigg Blake Magrath
Mechanical Air Handling Systems – annual interface only	AS 1668.1 - 1998, AS 1668.2 - 1991	23.03.20	Matt Keene Anthony Grigg Blake Magrath
Mechanical Air Handling Systems	AS 1668.1 - 1998, AS 1668.2 - 1991	05.05.20	Rob Fuller
Path of Travel/Egress	BCA 2012 Part D1 & D2	23.03.20	Matt Keene Anthony Grigg Blake Magrath
Portable Fire Extinguishers	BCA Clause E1.6, AS 2444 - 2001	23.03.20	Matt Keene Anthony Grigg Blake Magrath
Smoke Detectors and Heat Detectors	AS 1670.1 - 2004, AS 3786 - 1993	23.03.20	Matt Keene Anthony Grigg Blake Magrath
Smoke Doors to Corridors	BCA 2012 Spec C3.4, AS 1905.1 - 2005	23.03.20	Matt Keene Anthony Grigg Blake Magrath
Solid Core Doors	BCA 2012 C3.11, AS 1905.1 - 2005	23.03.20	Matt Keene Anthony Grigg Blake Magrath
Warning and Operational Signs	BCA 2012 Clause D2.23 & E3.3, EP&A Act Form 15B	23.03.20	Matt Keene Anthony Grigg Blake Magrath

* See notes on page 4 about how to correctly identify a Competent Fire Safety Practitioner (CFSP).

Section 5: Inspection of fire exits and paths of travel to fire exits (Part 9 Division 7)

Part of the building inspected

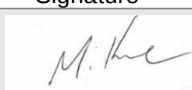
Date(s) inspected

CFSP *

THE WHOLE BUILDING	23.03.20	Matt Keene
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* See notes on page 4 about how to correctly identify a Competent Fire Safety Practitioner (CFSP).

Section 6: Name and contact details of competent fire safety practitioners (CFSPs)

Full name	Phone	Email	Accreditation No.*	Signature
Matt Keene	9521 2518	matt@mpkfiresafety.com.au		
Anthony Grigg	9521 2518	anthony@electricalmke.com.au		
Blake Magrath	9521 2518	blake@electricalmke.com.au		
Rob Fuller	9542 6777	rob@waratahair.com.au	EC41199	

* Where applicable – see notes on page 4 for further information.

Section 7: Name and contact details of the person issuing this statement

Full name Cynthia Peng	
Organisation (if applicable) Netstrata, on behalf of Owners Corporation SP89754	Title/Position (if applicable)
Phone 02 8567 6458	Email cynthia.peng@netstrata.com.au

The person issuing the statement must not be a CFSP listed in section 6.

Section 8: Annual fire safety statement declaration

I, Cynthia Peng of Netstrata, on behalf of Owners Corporation SP89754 (insert full name) being the: ☒ owner

☐ owner's agent declare that:

- each essential fire safety measure specified in this statement has been assessed by a competent fire safety practitioner and was found, when it was assessed, to be capable of performing:
 - in the case of an essential fire safety measure applicable by virtue of a fire safety schedule, to a standard no less than that specified in the schedule, or
 - in the case of an essential fire safety measure applicable otherwise than by virtue of a 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 a competent fire safety practitioner and was found, when it was inspected, to be in a condition that did not disclose any grounds for a prosecution under Division 7 of Part 9 of the Regulation.

Owner/Agent Signature	Date issued

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 the statement has been assessed by a competent fire safety practitioner and was found, when it was assessed, to be capable of performing to at least the standard required by the current fire safety schedule for the building for which this statement is issued.

Owner/Agent Signature

Date issued

Note:

A current fire safety schedule for the building must be attached to the statement in accordance with the Regulation.

SAMPLE REPORT

Please note:

The following information has been provided to help building owners complete the fire safety statement template and does not comprise part of the form. The following pages do not have to be displayed in the building and need not be submitted to the local council and the Commissioner of Fire and Rescue NSW.

General

- Please print in CAPITAL LETTERS and complete all relevant sections in full.
- A reference to 'the Regulation' is a reference to the *Environmental Planning and Assessment Regulation 2000*.
- A 'CFSP' is a competent fire safety practitioner recognised under clause 167A of the Regulation.
- The completed fire safety statement form must be submitted to both the local council and Fire and Rescue NSW.
- Please contact your local council for further information about how to submit the completed statement.
- Completed statements can be emailed to Fire and Rescue NSW at afss@fire.nsw.gov.au. Alternately, statements can be posted to Fire and Rescue NSW, Locked Bag 12, Greenacre NSW 2190. For further information about this process, please visit the 'Lodge a fire safety statement' page at www.fire.nsw.gov.au.
- As soon as practicable after issuing the fire safety statement, the building owner must display a copy (together with a copy of the current fire safety schedule) in a prominent location within the building.
- Further information about building fire safety is available on the 'Fire safety' page of the Department's website at www.planning.nsw.gov.au.

Section 1: Type of statement

- Mark the applicable box to identify if the statement being issued is an annual fire safety statement or a supplementary fire safety statement.
- An annual fire safety statement is issued under clause 175 of the Regulation and relates to each essential fire safety measure that applies to the building.
- A supplementary fire safety statement is issued under clause 178 of the Regulation and relates to each critical fire safety measure that applies to the building.

Section 2: Description of the building or part of the building

- Mark the applicable box to identify whether the statement relates to the whole building or part of the building.
- In addition to the address and other property identifiers, a brief description of the building or part is to be provided. This could include the use(s) of the building (e.g. retail, offices, residential, assembly, carparking), number of storeys (above and/or below ground), construction type or other relevant information.
- If the description relates to part of a building, the location of the part should be included in the description.

Section 3: Name and address of the owner(s) of the building or part of the building

- Provide the name and address of each owner of the building or part of the building.
- The owner of the building or part of the building could include individuals, a company, or an owner's corporation.

Section 4: Fire safety measures

- The purpose of this section is to identify all of the fire safety measures that apply to a building or part of a building.
- Fire safety measures include both essential fire safety measures and critical fire safety measures. They include items such as portable fire extinguishers, fire hydrants, fire sprinklers, fire detection and alarm systems and lightweight construction.
- Essential fire safety measures are those fire safety measures which are assessed on an annual basis, while critical fire safety measures are those which are required to be assessed at more regular intervals (as detailed on the fire safety schedule). These terms are defined in clause 165 of the Regulation.
- For annual fire safety statements, the table in section 4 must list each of the essential fire safety measures that apply to the building or part of the building and the relevant standard of performance. The date(s) on which these measures were assessed and inspected must be within the 3 months prior to the date the annual fire safety statement is issued.

- For supplementary fire safety statements, the table in section 4 must list each of the relevant critical fire safety measures that apply to the building or part and the relevant standard of performance. The date(s) on which these measures were assessed and inspected must be within 1 month prior to the date the supplementary fire safety statement is issued.
- The accreditation number of the CFSP who assessed a fire safety measure listed in section 4 must be nominated against the relevant measure(s) in the column titled 'CFSP'. If the CFSP is not required to be accredited, the name of the CFSP must be listed. Further information on the accreditation number is provided at section 6.

Section 5: Inspection of fire exits and paths of travel to fire exits (Part 9 Division 7)

- This section applies only to an annual fire safety statement.
- The purpose of this section is to identify that a CFSP has inspected the fire exits, fire safety notices, doors relating to fire exits and paths of travel to fire exits in the building or part of the building and found there has been no breach of Division 7 of Part 9 of the Regulation.
- The table in section 5 must detail the parts of the building that were inspected. The date(s) of the inspection(s) must be within the 3 months prior to the date the annual fire safety statement is issued.
- The accreditation number of the CFSP who inspected the whole or part of the building listed in section 5 must be nominated against the relevant part in the column titled 'CFSP'. If the CFSP is not required to be accredited, the name of the CFSP must be listed. Further information on the accreditation number is provided at section 6.

Section 6: Name and contact details of competent fire safety practitioners (CFSPs)

- A CFSP is a person engaged by the building owner(s) to undertake the assessment of fire safety measures in section 4 and the inspection of the buildings exit systems in section 5 (for an annual fire safety statement). Under clause 167A of the Regulation, the building owner(s) must form the opinion in writing that the person is a CFSP unless the person is required to be accredited (see below).
- The purpose of this section is to record the name and contact details of each CFSP who assessed a fire safety measure listed in section 4 or inspected the building or part of the building as specified in section 5.
- Each CFSP listed in the table must also sign the fire safety statement. Alternatively, a CFSP could provide the building owner or agent with a separate signed document to endorse the relevant part of the fire safety statement.
- An accreditation scheme for CFSPs is expected to start in January 2020.
- After the accreditation scheme begins, CFSPs will need to be selected from a register of recognised practitioners. The accreditation number of each relevant CFSP must be listed on the form. Until the accreditation scheme commences, or if a practitioner is of a class of persons that is not required to be accredited under clause 167A of the Regulation, there is no requirement to include an accreditation number on the form.
- Further information about the accreditation scheme can be found at www.fairtrading.nsw.gov.au.

Section 7: Name and contact details of the person issuing the statement

- The purpose of this section of the form is to detail the name and contact details of the person who is issuing the statement i.e. the person who completes and signs section 8 or section 9 of the form. This could be the owner(s) of the building or a nominated agent of the owner(s).
- Where a person issues the statement on behalf of an organisation (as the owner of the building), the name of the organisation and the title/position of the person must be provided. The person issuing the statement as a representative of the organisation must have the appropriate authority to do so.
- Where a person issues the statement on behalf of the owner(s) (as the owner's agent), this person must have the appropriate authority from the building owner(s) to undertake this function.
- In the case of a building with multiple owners, one owner may issue the statement, however each of the other owners must authorise the owner who issues the statement to act as their agent.
- The person issuing the statement must not be a CFSP who is listed in section 6. This recognises the different roles and responsibilities for building owner(s) and CFSPs in the fire safety statement process. This is important because the Regulation makes building owners responsible for declaring that fire safety measures have been assessed and the building inspected (for the purposes of section 5) by a CFSP. This ensures that building owners, who are ultimately responsible, remain engaged in the fire safety statement process.
- In addition, until an accreditation scheme commences and accredited practitioners are recognised as CFSPs under the Regulation, or if a practitioner is not required to be accredited, only the building owner(s) can determine that a person is competent to perform the fire safety assessment functions. The building owner(s) are also responsible for ensuring that essential fire safety measures are maintained in accordance with clause 182 of the Regulation. An agent cannot be made responsible for these requirements.

Section 8: Annual fire safety statement declaration

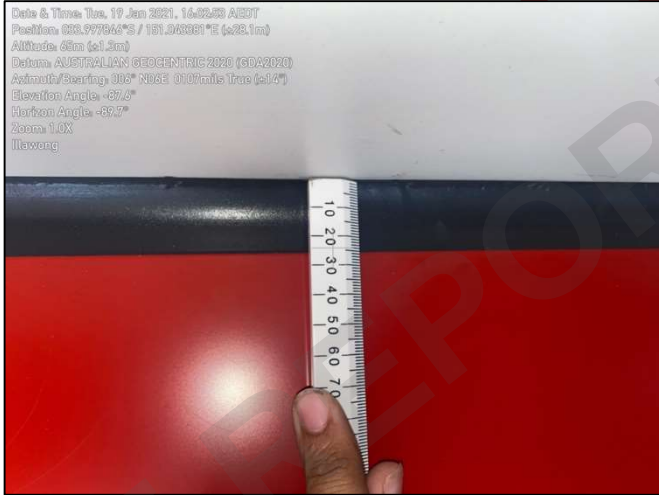
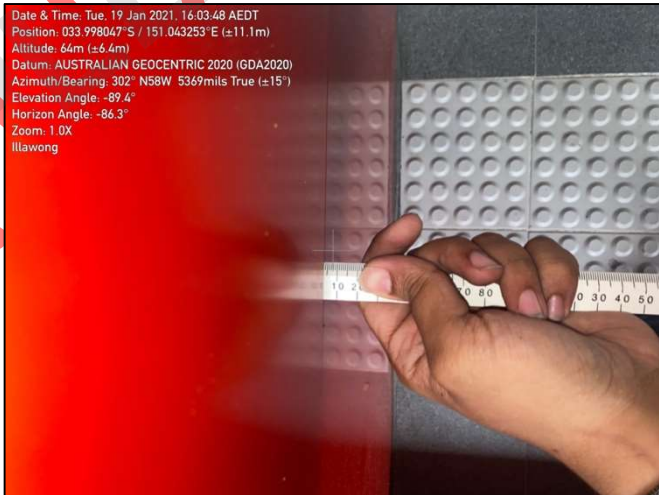
- The person completing this section is the person who is issuing the annual fire safety statement in accordance with clause 175 of the Regulation and is the same person as detailed in section 7. The person issuing the statement must identify if they are the owner or the owner's agent.
- In issuing the statement, the building owner or agent is not declaring that each fire safety measure meets the minimum standard of performance, but rather that each fire safety measure has been assessed, and was found by a CFSP to be capable of performing to that standard, as listed in section 4. In performing this function, the building owner or owner's agent could obtain documentation from each CFSP to verify that the standard of performance has been met, prior to completing the form and issuing the statement.
- The person who issues the statement by completing section 8 or section 9 of the form must not be a CFSP who was involved in the assessment of any of the fire safety measures, or inspection of the building for the purposes of the statement. This is to ensure that building owners, who are ultimately responsible, remain engaged in the fire safety statement process.

Section 9: Supplementary fire safety declaration

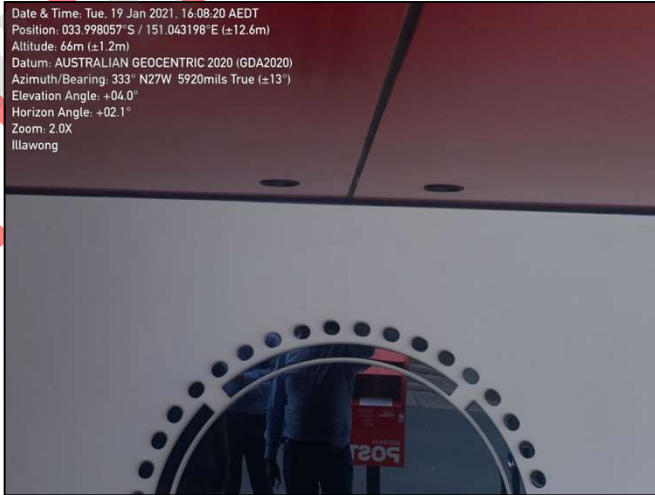
- The person completing this section is the person who is issuing the supplementary fire safety statement in accordance with clause 178 of the Regulation and is the same person as detailed in section 7. The person issuing the statement must identify if they are the owner or the owner's agent.
- The information provided above in relation to section 8 on what the owner is declaring also applies to a supplementary fire safety statement.

© State of New South Wales through Department of Planning, Industry and Environment 2019. The information contained in this publication is based on knowledge and understanding at the time of writing (November 2019). However, because of advances in knowledge, users are reminded of the need to ensure that the information upon which they rely is up to date and to check the currency of the information with the appropriate officer of the Department of Planning, Industry and Environment or the user's independent adviser.

Alleged Defect Number	Alleged Issue	Landlay Comment	Landlay Photo	Builders comments & Photo
1.	Misaligned heaters	Agreed. Builder shall be instructed to adjust headers.	 Date & Time: Tue, 19 Jan 2021, 15:55:32 AEDT Position: 033.997913° S / 151.043144° E (±65.0m) Altitude: 71m (±2.5m) Datum: AUSTRALIAN GEOCENTRIC 2020 (GDA2020) Azimuth/Bearing: 299° N61W 5316mils True (±13°) Elevation Angle: +16.0° Horizon Angle: +00.4° Zoom: 0.5X Illawong	To be resolved and realigned
2.	Oversized thickness of caulking.	There is no performance or any loss regarding alleged defect.	 Date & Time: Tue, 19 Jan 2021, 16:00:23 AEDT Position: 033.998036° S / 151.043153° E (±65.0m) Altitude: 69m (±2.6m) Datum: AUSTRALIAN GEOCENTRIC 2020 (GDA2020) Azimuth/Bearing: 029° N29E 0516mils True (±13.1) Elevation Angle: -36.6° Horizon Angle: +05.1° Zoom: 0.5X Illawong	Three options to Shop lot owner • Trim • Increase the caulking to the area below the hydro pump • Do nothing Shop lot owner to decide on final decision

Alleged Defect Number	Alleged Issue	Landlay Comment	Landlay Photo	Builders comments & Photo
				
3.	Section is misaligned	Landlay has measured the bow being 4mm. The manufacturer specification sets out the acceptance being 5mm per 1000mm.		Not a defect. No work to be down

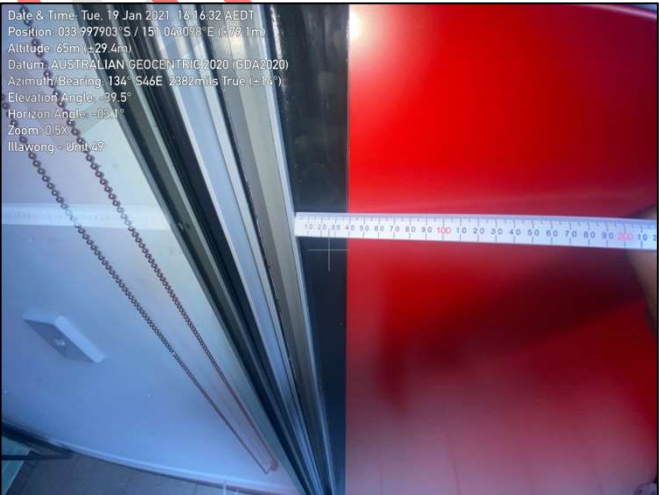
Alleged Defect Number	Alleged Issue	Landlay Comment	Landlay Photo	Builders comments & Photo
4.	Section of hydrant not being caulked and uniformed.	Hydrant is not part of the Contractors work. The parties shall measure the plumb of the wall to assess if the FC cladding is square.		Three options to Shop lot owner • Trim • Increase the caulking to the area below the hydro pump • Do nothing Shop lot owner to decide on final decision
5.	Eastern window – instance of sealant applied over head of window	Defect agreed. Builder to clean caulking		Builder to clean and re-caulk at the affected located shown in the picture

Alleged Defect Number	Alleged Issue	Landlay Comment	Landlay Photo	Builders comments & Photo
				
6.	The panels are not the same size as all the others	Not a defect. They are the same as per the existing. No work required.		No work required

Alleged Defect Number	Alleged Issue	Landlay Comment	Landlay Photo	Builders comments & Photo
				
7.	Instance where the panel was scratched and concealed over with a paint.	Whilst it is outside the permissible parameters of the NSW Fair Trading Defects Guide Landlay agrees it is a defect as it sets out that scratched panels are not permitted. Builder shall carry out powder coating repairs.		On-Site powder coating repair to the location shown in the picture

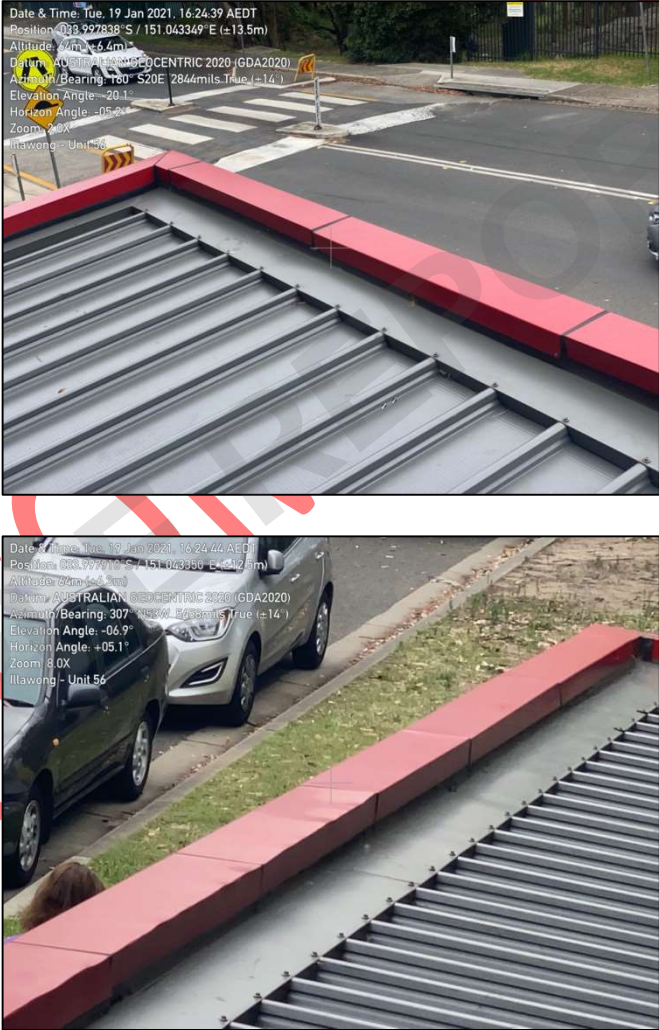
Alleged Defect Number	Alleged Issue	Landlay Comment	Landlay Photo	Builders comments & Photo
8.	Instance of pipe that has not been caulked	Pending reply from Builder		Builder agreed to caulk around the pipe shown in the picture
9.	Misalignment of panel where the misalignment has been caulked to hide the defect.	The measurement exceeds the manufacturer tolerances of 5mm along that the tap allegedly causes water hammering. Panel shall be removed, adjusted or replaced.		• Builder to install in storm mould to the gap matching existing colour of the sliding door. The colour to be supplied by the owners corporation • Water hammering. The Builder shall engage plumber the issue. The plumber is going to install turn lever as agreed at the time of the meeting by the

Alleged Defect Number	Alleged Issue	Landlay Comment	Landlay Photo	Builders comments & Photo
			Date & Time: Tue, 19 Jan 2021, 16:15:43 AEDT Position: 033.997859° S / 151.042876° E (±23.4m) Altitude: 67m (±7.1m) Datum: AUSTRALIAN GEOCENTRIC 2020 (GDA2020) Azimuth/Bearing: 092° S88E 1636mils True (±13°) Elevation Angle: +29.5° Horizon Angle: +02.5° Zoom: 0.5X Illawong - Unit 49  Date & Time: Tue, 19 Jan 2021, 16:15:44 AEDT Position: 033.997879° S / 151.042963° E (±25.6m) Altitude: 67m (±7.1m) Datum: AUSTRALIAN GEOCENTRIC 2020 (GDA2020) Azimuth/Bearing: 142° S38E 2524mils True (±13°) Elevation Angle: +31.0° Horizon Angle: -10.7° Zoom: 0.5X Illawong - Unit 49 	owners corporation and the Builder.

Alleged Defect Number	Alleged Issue	Landlay Comment	Landlay Photo	Builders comments & Photo
			Date & Time: Tue, 19 Jan 2021, 16:15:49 AEDT Position: 033.997876 S, 151.042981 E (±26.2m) Altitude: 67m (±7.0m) Datum: AUSTRALIAN GEOCENTRIC 2020 (GDA2020) Azimuth/Bearing: 106.574E 1884mils True (±14°) Elevation Angle: -44.6° Horizon Angle: -01.4° Zoom: 0.5X Illawong - Unit 49  Date & Time: Tue, 19 Jan 2021, 16:16:32 AEDT Position: 033.997903 S, 151.043078 E (±26.1m) Altitude: 65m (±29.4m) Datum: AUSTRALIAN GEOCENTRIC 2020 (GDA2020) Azimuth/Bearing: 134.546E 2392mils True (±17°) Elevation Angle: -39.5° Horizon Angle: -02.4° Zoom: 0.5X Illawong - Unit 49 	

Alleged Defect Number	Alleged Issue	Landlay Comment	Landlay Photo	Builders comments & Photo
			 Date & Time: Tue, 19 Jan 2021 16:17:35 AEDT Position: 033.997800° S / 151.043036° E (±16.8m) Altitude: 66m (±1.3m) Datum: AUSTRALIAN GEOCENTRIC 2020 (GDA2020) Azimuth Bearing: 120° 55'E 2293mils True (±15°) Elevation Angle: -26.1° Horizon Angle: -88.5° Zoom: 0.5X Illawong - Unit 49 Date & Time: Tue, 19 Jan 2021 16:18:10 AEDT Position: 033.997811° S / 151.043065° E (±22.5m) Altitude: 66m (±1.3m) Datum: AUSTRALIAN GEOCENTRIC 2020 (GDA2020) Azimuth Bearing: 141° 53'E 2507mils True (±14°) Elevation Angle: -20.0° Horizon Angle: -90.6° Zoom: 1.0X Illawong - Unit 49	

Alleged Defect Number	Alleged Issue	Landlay Comment	Landlay Photo	Builders comments & Photo
10.	Instance of plastic	Defect agreed. Remove the plastic via means of a spatula (at the same time)		Builder agreed to move the tape
11.	The head of the capping of the cladding has not uniform and poorly detailed	Defect agreed. Landlay has seen the following: 1. Recurrence instances where the northern end of the capping has been downturned poorly; 2. The bowing is not uniform, poorly sighted		Builder agreed to install a Z flashing to the awning hob down to the roof sheet. The Owner corporation shall supply the existing colour of the awning roof sheet.

Alleged Defect Number	Alleged Issue	Landlay Comment	Landlay Photo	Builders comments & Photo
		with the corners being screwed poorly where they are delaminated (meaning that water ingress may occur in the event for a 1in100ARI storm event as per FP1.3 of the NCC2019) 3. Poor and unsightly fixings installed to the cladding The parties will meet to confirm an appropriate and reasonable scope of repair as per HB Act 1989.	 The top photograph shows a close-up of a red metal roof edge. A red diagonal watermark is overlaid across the image. Metadata in the top left corner reads: Date & Time: Tue, 19 Jan 2021, 16:24:39 AEDT; Position: 33°39'28.38\"/> The bottom photograph shows a wider view of the red metal roof edge. A silver car is parked on the street next to the roof. A red diagonal watermark is also present. Metadata in the top left corner reads: Date & Time: Tue, 19 Jan 2021, 16:24:44 AEDT; Position: 33°39'27.710\"/>	

Alleged Defect Number	Alleged Issue	Landlay Comment	Landlay Photo	Builders comments & Photo
				
12.	Instance of efflorescence occurring from the caulking not covering over the substrate.	Landlay agrees. Re-caulk joint.		Builder to install cover plate and paint to match to the existing cladding colour.

FOR COMMENT

ANNUAL FIRE SAFETY INSPECTION

SP89754, 273A Fowler Road, Illawong

IMPORTANT NOTICE TO ALL RESIDENTS

The fire inspection for this building will be carried out on –

Wednesday 24th March
Residential – 7:00am to 9:00am
Commercial – 9:00am to 9:30am

Access to your unit is required to inspect the front entrance door,
door closer, and smoke alarms

Access will be required for approximately 3 minutes

**Please contact MPK FIRE SAFETY SERVICES on 9521 2518 to make
bookings during the nominated inspection time**

**Strata Plan 89754
273A FOWLER ROAD ILLAWONG**

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 04/07/2014

1 Noise

(a) An owner or occupier of a lot must not create any noise on a lot or the common property that by reason of its level, nature, character or quality, or the time at which it is made or the location at which it is made, or any other circumstances, is likely to be offensive or to interfere with the peaceful enjoyment or repose of an owner or occupier of another lot or of any person lawfully using common property.

2 Parking

Standard By-Laws 2 was repealed by the Owners Corporation on 28/03/2017

3 Obstruction of Common Property

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

4 Damage to Lawns and Plants on Common Property

(a) An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation;
i. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
ii. Use for his or her own purposes as a garden any portion of the common property.

5 Damage to Common Property

(a) 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, except with the prior written approval of the Owners Corporation.

(b) This by-law does not prevent an owner or person authorised by an owner from installing;

i. Any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or

ii. Any screen or other device to prevent entry of animals or insects on the lot, or

iii. Any structure or device to prevent harm to children, or

iv. Any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

(c) 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.

(d) Despite Section 62 of the Strata Management Act 1996, the owner of a lot must;

i. Maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause 5 (c) that forms part of the common property and that services the lot, and

ii. Repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause 59(c) that forms part of the common property and that services the lot.

Strata Plan 89754
273A FOWLER ROAD ILLAWONG

6 Behaviour of Owners and Occupiers

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

7 Children Playing on Common Property in Building

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

8 Behaviour of Invitees

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

9 Depositing Rubbish and Other Material on Common Property

- (a) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.
- (b) An owner or occupier of a lot must keep free of blockage any common property drainage, pipe, duct, structure or similar which solely services the lot up to the point of becoming a joint service to another lot or common property outside the lot.

10 Drying of Laundry Items

10. An owner or occupier of a lot must not, except with the prior written approval 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 the street frontage other than on any lines provided by the Owners Corporation for that purpose and there only for a reasonable period.

11 Cleaning Windows and Doors

- (a) An owner or occupier of a lot must keep clean all exterior surfaces of glass or aluminium in windows, louvers and doors on the boundary of the lot, including so much as is common property, unless;
- The Owners Corporation resolves that it will keep the glass/aluminium or specified part of the glass/aluminium clean, or
 - That glass/aluminium or part of the glass/aluminium cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of Flammable Liquids and Other Substances and Materials

Strata Plan 89754
273A FOWLER ROAD ILLAWONG

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

13 Moving Furniture and Other Objects on or Through Common Property

- (a) An owner or occupier of a lot must not transport any furniture or large objects through or on common property within the building unless sufficient notice has first been given to the Owners Corporation.
- (b) An Owners Corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (c) An owner or occupier of a Lot shall not transport any such items as referred to in 13(a) in the lift other than in a manner determined by the Owners Corporation and only if the lift and common property is left in a clean and tidy state after the transportation of such items has occurred.
- (d) An owner or occupier of a lot shall only transport any furniture, large object or articles between the hours determined by the Owners Corporation from time to time including the designated use of a lift as determined so as to minimise damage to common property and disruption to any other owner or occupant.

14 Floor Coverings

- (a) 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 any degradation of acoustic performance and the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (b) This by-law does not apply to the floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage Disposal

- (a) An owner or occupier must promptly remove anything which the owner, occupier or garbage/recycling collector may have spilled from the receptacles within the common areas and must take such action as may be necessary to clean the common area within which that thing was spilled.
- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
- (a) must maintain such receptacles 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 (except in the case of receptacles for recyclable material) adequately covered; and
- (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste separated and prepared in accordance with the applicable recycling guidelines; and
- (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles 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, recyclable material or waste is normally collected; and
- (d) when the garbage, recyclable material or waste has been collected must promptly return the receptacles to the lot or other area referred to in paragraph (a);
- (e) must not place anything 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 anything which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was

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spilled.

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste;

(a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

(b) must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(3) All commercial waste to be disposed in the designated commercial bin area only, and all residential waste to be disposed in the designated residential bin area only.

(4) All commercial waste to be disposed of at cost to the commercial tenant.

16 Keeping of Animals

Standard By-Laws 16 was repealed by the Owners Corporation on 31/08/2017

17 Appearance of Lot

(a) The owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

18 Windows and Sliding Doors Coverings

(a) An owner or occupier must not hang curtains, blinds or louvers visible from outside the lot unless those curtains or louvers have backing of such a colour and design approved by the Owners Corporation;

(b) An owner or occupier of a lot must not install, renovate and/or replace a curtain, blind or louver without having the colour and design on the backing approved by the Owners Corporation;

(c) In giving its approval, the Owners Corporation must ensure so far as practicable that backings used in all lots present a uniform appearance when viewed from outside the building.

(d) An owner or occupier of a lot must not apply, stick or attach anything, including frosting, to the glass forming part of any balcony.

(e) Only window coverings approved by the Owners Corporation before installation are to be installed on any window. This is to ensure the building is uniform whether viewed from inside or outside the building.

19 Change in Use of Lot to be Notified

(a) 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).

20 Provision of Amenities or Service

(a) The Owners Corporation may, determine to enter into arrangements for the provision of the following amenities

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or services to one or more of the lots;

- i. Window cleaning,
- ii. Garbage disposal and recycling services,
- iii. Electricity, gas or water supply,
- iv. Telecommunication services (for example, cable television, cable internet and wi-fi),
- v. Cleaning and landscape maintenance,
- vi. Service contracts for the lift,

(b) If the Owners Corporation makes a resolution referred to in subclause 20(a) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

NOTE. Section 111 of the Strata Schemes Management Act 1996 provides that an Owners Corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

21 Name of Occupier

(a) Pursuant to Section 119 of the Strata Schemes Management Act 1996, Owners are required to advise the Owners Corporation of the full name of occupiers of a lot within 14 days after commencement of the lease that they take possession of the lot.

22 Access to Lot

(a) Pursuant to Section 65 of the Strata Schemes Management Act 1996, an owner or occupier must allow access to a unit to investigate and/or repair common property;

- i. in an emergency, without notice,
- ii. on reasonable notice at other times.

23 Alterations to Lot

(a) Pursuant to Section 116 of the Strata Schemes Management Act 1996 the owner of a lot must not alter the structure of the lot without giving to the Owners Corporation, not later than 14 days notice before commencement of the alteration, a written notice describing the proposed alteration.

24 Nuisance

(a) Pursuant to Section 117(1) of the Strata Schemes Management Act 1996, an owner or occupier must not use that lot or permit it to be used in such a manner or for such a purpose as to cause a nuisance to the occupier of any other lot.

25 Compensation to Owners Corporation

(a) Without in any way limiting the generality of his or her liability otherwise howsoever occurring, each owner of a lot in the strata scheme shall;

- i. Be responsible for,
- ii. Bear the cost of; and

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- iii. Pay upon demand to the Owners Corporation, the reasonable and proper cost of the Owners Corporation repairing, replacing or renewing all disrepair of, or damage to the common property caused by;
- iv. His or her wilful act or carelessness; or
- v. The wilful act or carelessness of any of his or her lessees, licensees, invitees or contractors, in the event of such last mentioned person or persons not paying such cost within 14 days of written demand; or
- vi. The wilful act or carelessness of any guest or invitee (whether the details of whom are known or unknown) or his or her lessees, in the event of such guest or invitee [whether known or unknown] not paying such cost within 14 days of written demand;
- vii. For the purpose of above, the Owners Corporation may recover the cost of such disrepair or damage from the owner as liquidated damages in a court of competent jurisdiction without first being required to take any court proceedings or steps (other than the letter referred to in paragraph (iii) above to receive such moneys from the said lessee, licensee, guest invitee or contractor.

26 Real Estate Signs

- (a) "Auction", "For Sale" but not "For Lease" signs and the like, are permitted on Common Property, subject to;
 - i. Approval must be obtained in advance and in writing from the Strata Managing Agent.
 - ii. One sign only will be permitted, and this is to be erected in a position to be specified and without damage to the common property
 - iii. The number of the unit is to be shown on the sign
 - iv. The maximum size of the sign is to be 1.8 x 1 metres
 - v. Approval to be only for a maximum of eight weeks (regardless if the property remains unsold).
 - vi. Signs are to be removed within 14 days that contracts are exchanged and remain with a "Sold" sticker thereon.
 - vii. Signs are not to be affixed to Common Property.
 - viii. Owners are fully responsible for the actions of their estate agents and contractors, including the cost of the Owners Corporation in removing any sign in breach of these conditions.
 - ix. The original owner whilst still owning lots within this strata scheme is exempted from this by-law and is permitted to have signage.

27 Security and Safety

- (a) An owner or occupier of a lot must not do or permit anything which may prejudice the security or safety of the parcel or the building and without limitation, an owner or occupier of a lot must take all reasonable steps to ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.
- (b) The Owners Corporation may take all reasonable steps to;
 - i. Ensure the security of the parcel from intruders,
 - ii. Preserve the safety of the parcel and persons on the parcel from fire, violence, theft or other hazards; and
 - iii. For the proper control and administration of those areas
 - iv. And if it considers it necessary or desirable may, without limitation;
 - v. Close off or restrict by means of Security Devices access (on either temporary or a permanent basis) to any part of the common property not required for access to a lot; or
 - vi. Permit, to the exclusion of owners and occupiers of lots, any designated part of the common property to be used by any security person as a means of monitoring the security parcel, either solely or in conjunction with any other parcel; or
 - vii. Restrict by means of Security Key the access of owners and occupier of lots on one level of the building to any other level of the building
- (c) If the Owners Corporation restricts the access of owners and occupiers of lots under this by law, the Owners Corporation may make available to owners of lots the number of Security Devices the Owners Corporation considers necessary and the Owners Corporation may charge the owners a refundable fee or bond for any Security

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Device (as determined from time to time by the executive committee).

(d) An owner or occupier of a lot must promptly notify the Owners Corporation if a Security Device is lost or destroyed.

(e) An owner or occupier of a lot shall not use or interfere with any fire hydrant or other fire fighting or fire safety equipment except in the case of an emergency and shall not obstruct any fire stairs or fire escape.

28 Air Conditioning Systems

Pursuant to Section 62 (3), the Owners Corporation has deemed that it is inappropriate to repair, maintain or replace any air-conditioning unit (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) and all associated components located on common property at the strata scheme and only servicing one lot.

29 Preservation of Fire Safety

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

30 Prevention of Hazards

(a) Neither the owner nor occupier of a lot must do anything to permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

31 Construction Hours

(a) The owner or occupier of a lot must not permit construction work to be carried out in their lot other than between the hours of 7.30am and 3.30pm Monday to Friday with no work to be carried out on Saturdays, Sundays, or public holidays unless authorised in writing by the Owners Corporation.

32 Owners Responsibility for Occupier

(a) Owners of lots must do all things necessary and within the owner's power to ensure that the occupier of the lot or lots they own comply with the Strata Schemes Management Act 1996 and the bylaws for the strata scheme.

(b) Owners of lots who do not occupy the lots will also be responsible for the following actions by the occupiers of the lot or lots they own but do not occupy;

- i. compliance with the provisions of the Strata Schemes Management Act 1996,
- ii. compliance with the bylaws for the strata scheme,
- iii. damage caused to common property or personal property vested in the Owners Corporation; and
- iv. Damage caused to lots or personal property of other lot owners or occupiers.

(c) If an occupier does not remedy a breach of the Strata Schemes Management Act 1996 or the by-law herein or does not rectify damage caused to the common property, lots or personal property, then the owner of the lot they occupy will be liable to remedy the breach or rectify the damage.

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33 Shopping Trolleys

- (a) An owner, occupier or visitor is prohibited from bringing shopping trolleys onto common property.

34 Duties and Obligations of Owners

- (a) An owner or occupier of a lot must comply with all by-laws relating to the lot, the use of the lot, and the use of any area of common property to which a licence or exclusive use has been given, including but not limited to any planning laws, development, building and other approvals, consents, requirements notices and orders of any governmental agency.
- (b) An owner or occupier, must not use or permit any person to use the lot for a purpose which may bring the building and /or owners into disrepute.
- (c) An owner or occupier must obtain the consent of the Owners Corporation for any commercial use of their lot or alteration to the approved use.

35 Upgrade of Public Utilities

- (a) An owner or occupier of a lot that requires an upgrade of public utilities due to their use of the lot, shall solely bear the cost of upgrading that public utility.

36 Diminished Responsibility

- (a) An owner or occupier of a lot must not permit any child or person of diminished responsibility or whom the owner or occupier has control or accountability to be upon the balcony area of any lot upon the parcel or at any open window of any lot upon the parcel or play upon the common property or to be or remain on common property which might reasonably be deemed to be an area of possible danger or hazard to children or any person of diminished responsibility unless at all times, accompanied by a capable adult exercising appropriate supervision and control.

37 Smoking on Common Property

- (a) An owner or occupier of a lot must not smoke while on common property or dispose of smoking materials on common property.

38 Insurance

- (a) If an owner or occupier of a lot carries on an activity that causes the owners corporation to be liable for a higher rate of insurance, the owner of that lot shall be required to reimburse the owners corporation for the additional premium and such additional premium will be recoverable at law from the respective lot owner.

39 Controls of Hours of Operation and Use of Facilities

- (a) The hours of operation of the commercial lots may be conducted as follows;

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- i. for all businesses the permitted hours of operation shall be as permitted by the development consent of the local council;
- (b) Only businesses that have the development consent of the local council may operate within the commercial lots.
- (c) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme;
 - i. that facilities situated on the common property may be used only during certain times or on certain conditions.
 - ii. Pursuant to section 49(1) of the Strata Schemes Management Act 1996, the Owners Corporation shall not be permitted to make any determination that seeks to restrict the devolution, transfer, lease or use of any commercial lot within the strata scheme, as long as the proposed business activity adheres to the permitted uses of the lot specified by local council.

40 Installation of Advertising Signage - Commercial Lot 1 to 5

Each owner for the time being of the commercial lot in the strata scheme is conferred with the right to install signage to the glass windows that form the boundary of their lot and a sign on the underside of the awning under following terms and conditions:

- (a) The owners of any lot proposing to undertake the installation of any signs must submit plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the signs are to be installed;
 - (b) The signs shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;
 - (c) The owners of any lot undertaking the installation of any signs must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (d) The installation of any signs must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (e) Any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any signs must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - (f) The signs must be maintained in good working order and condition by the owner without claim on the Owners Corporation in respect of such maintenance;
 - (g) The owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any signs are to be replaced or renewed;
- (2) In the event that an owner of a lot proposes the installation of any signs that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.
- (3) In the event that signs are damaged by necessary works being carried out by the Owners Corporation on common property walls/roofs or any other part of the common property, the lot owner must make good any such damage to any signs at no cost to the Owners Corporation.

41 Service of Documents on Owner of Lot by Owners Corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

42 Storage Spaces

- a) Storage spaces are located on plan on basement levels as well as levels 1,2,3 & 4.

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- b) Each storage space is identified on the strata plan by the lot number to which it has been allocated.
- c) The owners of each of the lots that have been allocated a storage space has the right to use the storage space, and is responsible for the keeping of the storage space in a clean and hygienic condition.
- d) The owner must not store any flammable, toxins or perishable substances in that storage space.
- e) The Owners Corporation may direct owners to treat their storage spaces to prevent infestation by pests or vermin.
- f) The owners of lots must not change the structure of their storage space without the consent of the Owners Corporation.
- g) The Owners Corporation is not responsible for the securing of the storage space and for any loss or damage to property stored in the storage spaces.
- h) The owners of lots each indemnify the Owners Corporation in respect to all claims made against the Owners Corporation for loss or damage arising from or in connection with the use of the storage spaces.

The Following are the Special By-laws registered with the scheme.**1 Absolution of Appliance Maintenance****Registration Date: 09/01/2015**

- 1. Pursuant to section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any appliance that is designed only to service a single lot within the strata scheme, regardless of whether any portion of the appliance, (including motor, compressor, cabling, pipe, mounting, ducting or other pertinent fixture of the appliance) is located on or within common property or lot property.
- 2. The type of appliances referred to in this By-law shall include, but not be limited to;
 - (i) Bathroom & Kitchen Exhaust Fans
 - (ii) Light Fittings and Down lights
 - (iii) Air-Conditioning Apparatus
 - (iv) Alarm Systems
 - (v) Individual Garage Door Motors.

2 Access for Inspection of Fire Services**Registration Date: 09/01/2015****A) Definitions**

(a) The following terms are defined to mean:

'Agents' means the Strata Managing Agent, Executive Committee or any Fire Safety Company or personnel engaged by the Owners Corporation.

'Fire Safety Equipment' means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.

'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or charges imposed by agent engaged by the Owners Corporation.

'Reasonable Access' means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays.

(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have then same as those words are attributed under that Act,

B) Duties of Owners

That in relation to the Owners Corporations responsibility to obtain an Annual Fire Safety Statement pursuant to the Environmental, Planning and Assessment Act 1979 and pursuant to section 65(1) of the Strata Schemes Management Act 1996 and clause the owner of a lot shall be responsible for ensuring;

(a) That where necessary the Owners Corporation or their agents have unfettered access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety

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equipment;

(b) The occupant of the lot does not obstruct access to the Owners Corporation or their agents for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

C) Duties of the Owners Corporation

That before carry out any of the inspection or works described in sub-clause B) 'Duties of Owners', the Owners Corporation or their agents must provide the occupant of the lot a minimum of 7 days notice that access to the lot is required.

D) Indemnity

i) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of fines or re-inspection fees incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporations agents to conduct the necessary Fire Safety Inspections including liability under section 65(6) in respect of any property of the owner;

ii) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to issued.

E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;

i) Carry out all work necessary to perform the obligation;

ii) Enter upon any part of the parcel to carry out that work; and

iii) Recover the costs of carrying out that work as a debt from the owner of the lot in the form of a levy being annexed as a charge upon the lot.

3 Alterations and Additions to Fire Doors

Registration Date: 09/01/2015

A) Definitions

(a) The following terms are defined to mean:

'Fire Door' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures. 'Original Condition' means the condition at the date of registration of the strata scheme.

(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will then have the same meaning as those words are attributed under that Act,

B) Duties of Owners

(a) Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not;

(b) replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and

(c) make any alterations or additions to a Fire door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.

C) Liability

1. An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.

2. An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the Fire Door to its Original Condition immediately after it has occurred.

D) Indemnity

i) An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.

E) Right to Remedy Default

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If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;

- i) carry out all work necessary to perform the obligation;
- ii) enter upon any part of the parcel to carry out that work; and
- iii) recover the costs of carrying out that work as a debt from the owner of the lot.

4 Absolution of Maintenance - Lot Fixtures and Fittings

Registration Date: 02/10/2015

PART 1 - Introduction and Intent

(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.

The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 62(3) of the Act.

(c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.

(d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.

Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

(e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions

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

- (a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment
- (b) Lot means any lot in the strata plan
- (c) Owner means the owner of the Lot
- (d) Owners Corporation means the owners corporation created by the registration of strata plan 89754
- (e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan
- (f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

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 includes references to amending and replacing legislation.

PART 3 - Terms and Conditions

In accordance with section 62(3) of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

3.1 Internal Areas

All decorative finishes within a lot, including but not limited to;

- (a) All Cornices
- (b) All Skirting Boards
- (c) All Architraves and Internal Door Jams

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- (d) Wall tiles wherever located, including kitchen, bathroom and laundries
- (e) Floor Tiles wherever located, including kitchen, bathroom and laundries
- (f) False Ceilings
- (g) Mezzanines, Stairs and Handrails
- (h) All paintwork and wall paper
- (i) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuities and Laundry Areas

All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) Shower screens
- (c) Bathtub, including internal floor waste and drainage pipes
- (d) Sinks and hand basins including internal drainage pipes,
- (e) Cabinets and mirrors
- (f) Toilet pan, including cistern and internal waste pipes
- (g) All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 Kitchen Areas

All Kitchen fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) All internal waste and drainage pipes, including connection to the common stack
- (c) Bench tops
- (d) Sinks and insinkers
- (e) Ovens, Stoves and Cook Tops
- (f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

3.4 Floor Coverings

- (a) All carpet within the lot
- (b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (c) All Floor boards, whether floating or fixed
- (d) All parquet, linoleum, vinyl and cork tiles wherever located

3.5 Balcony/Courtyard Areas

- (a) All tiles, pavers and decking
- (b) All stairs and handrails within the balcony or courtyard area
- (c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
- (d) All plants and grassed areas within the balcony or courtyard
- (e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
- (f) Fences that divide two lots
- (g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical Fittings & Appliances

- (a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (b) All electrical sockets and wall plates
- (c) Electrical main and sub-main that services only one lot including fuses wherever located
- (d) Smoke Detectors that only service one lot
- (e) Alarm Systems that only service one lot
- (f) Individual Garage Door Motors
- (g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever

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located

(h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;

(i) Ceiling Fans

(j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.

(k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

3.7 Front Door, Balcony Doors, Windows and Garage Area

(a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;

(b) Automatic door closers

(c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;

(d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme

5 Installation of Child Window Safety Devices

Registration Date: 02/10/2015

PART 1 - Preamble

The intention of this By-law is to provide the Owners Corporation with a means of charging, passing and/or indemnifying the Owners Corporation against any additional costs associated with the obligations imposed by section 64A of the Strata Schemes Management Act 1996 (Strata Schemes Management Amendment (Child Window Safety Devices) Bill 2013) on to the owner of a lot in circumstances including but not limited to the circumstances outlined in Part 3 (Rights & Obligations of Owners) below;

PART 2 - Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful authority or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan.

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 1996.

'Required Devices or Safety Devices' means a locking or other security device that must be installed pursuant to section 64A of the Act.

'works' means any repair, maintenance, replacement or refurbishment undertaken in relation to the required devices at the strata scheme.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

PART 3 - Rights and Obligations of Lot Owners

(i) A lot owner shall be liable to compensate or indemnify the Owners Corporation against any costs that arise as a result of any additional work or administrative charges that are imposed upon the Owners Corporation as a result of the section 64A of the Act, including but not limited to the following;

(a) An owner or occupier refusing access for the Owners Corporations agents to install the required devices;

(b) An owner or occupier refusing access for the Owners Corporations agents to certify that the correct devices

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have been installed;

(c) Where an owner elects to engage the Owners Corporation's agent to fit a locking or safety device other than the device/s chosen by the Owners Corporation or the executive committee;

(d) Where an owner, occupier or owners agent removes or damages a safety device that has already been installed by the Owners Corporation or loses the key to said locks in accordance with section 64A;

(e) Where the owner of a lot undertakes the installation of a compliant safety device, the Owners Corporation shall not be obligated to reimburse the owner of the lot for the costs of the said device;

(f) Any additional administrative charges incurred by the Owners Corporation associated with items (i)(a) to (e) above;

(ii) Any costs imposed upon a lot owner pursuant to PART 3 (i)(a) to (f) of this By-law shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(iii) In the event that a lot owner believes a charge imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(iv) In the event the Owners Corporation rejects a request made by a lot owner pursuant to PART 3 (iii) of this By-law, all charges imposed by this By-law shall stand.

PART 4 - Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover all costs outlined in PART 3 above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

6 Levying of Debt Collection Expenses

Registration Date: 12/09/2016

PART 1 - Preamble

(i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.

(ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the executive committee that are incurred during the debt recovery process.

(iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

PART 2 - Definitions & Interpretation

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

'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.

'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of executive committee for the pursuit of levy arrears or debt recovery against a lot owner.

'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.

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'Lot' means any lot in the strata plan.

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.

'Reasonable expenses of the executive committee' means expenses that may approved by the executive committee at a properly convened executive committee meeting from time to time.

'The Act' means the Strata Schemes Management Act 2015.

2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

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 includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- (i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;
- (ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;
- (iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- (v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;
- (vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 4 - Owners Right of Appeal

- (i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
- (ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by the Owners Corporation shall stand.

7 Installation of Window Tinting- All Lots

Registration Date: 31/10/2016

The owners for the time being of each Lot within the strata scheme are granted exclusive use of that part of the common property to undertake the removal/modification of the existing doors and windows located on the boundary of their lot to facilitate the installation of window tinting to the Lot (herein after referred to as 'the installation') subject to the following terms and conditions:

- (a) The owners of the Lot must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (b) the installation must be undertaken and maintained so as to comply with all current and future fire safety regulations without claim on the Owners Corporation;
- (c) the installation must be effected in a workmanlike manner by licensed and insured tradespersons;
- (d) any damage to common property that occurs during, or results from, the installation must be forthwith made good by the owners of the Lot at no cost to the Owners Corporation;

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- (e) the owners of each Lot shall alone be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the installation herein referred to;
- (f) where visible from outside of the building, the appearance of the installation must be, and must always remain, in keeping with the remainder of the building;
- (g) it is acknowledged that any benefit and burden flowing from this approval shall flow to any future owners of the Lot;
- (h) The owners of the lot must submit comprehensive plans and diagrams including colour and material samples of the proposed enclosure to the secretary or strata managing agent of the strata scheme not less than twenty-eight (28) days before the devices are to be installed;
- (i) In the event that the owner of the lot submits plans that in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings, the proposal must be decided by vote at a general meeting.
- (2) In the event that any owner, after notice, fails to comply with any matters set out in conditions (a) to (g) hereof then the Owners Corporation may terminate the right of the owner to install window tinting and request the reinstatement of the original product.

8 Smoke Penetration**Registration Date: 01/08/2017**

- (1) An owner or occupier and any invitee of an owner or occupier, must not smoke tobacco or any similar product on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco by the owner or occupier, or invitee of the owner or occupier DOES NOT penetrate to the common property or any other lot.
- (3) This By-law does not prevent an owner or occupier of a lot from utilising a BBQ, outdoor stove or similar product for the purpose of cooking on the balcony or courtyard of their lot.

9 Major Building Work (Major Renovations) By-Law**Registration Date: 06/10/2019****1. Approval of Owners Corporation required**

Owners must not carry out or commence to carry out Major Building Works unless the works and the plans and specification relating to the works are first approved by the Owners Corporation in the manner contemplated by this by-law.

2. Application to the Owners Corporation

An Owner wishing to procure the approval of the Owners corporation to Major Building Works must:

- (a) make an application in writing to the Managing Agent (or if a managing agent has not been appointed, to the Secretary);
- (b) include with the application;
- (i) any fee prescribed by the Owners Corporation
- (ii) detailed plans and specifications for the Major Building Works;
- (iii) a description of the proposed Major Building Works; and
- (iv) information as to:

A. whether the proposed Major Building Works are to Common Property or may affect Common Property in any way; and

B. whether the proposed Major Building Works will or are likely to impact on or affect the structural integrity of the Building.

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3. Rights in Owners Corporation

(a) in order for the Owners Corporation to process an application for approval for Major Building Works, the Owners Corporation may:

- (i) require the applicant to submit further information, such as further plans, specifications or reports;
- (ii) waive the requirement to submit detailed plans and specifications;
- (iii) require the applicant to provide a report or certification from a suitably qualified consultant (approved by the Owners Corporation and addressed to the Owners Corporation) confirming the proposed Major Building Works until not impact on the structural integrity of the Building; or
- (iv) appoint a consultant to review any material or any information provided by the applicant and to make recommendations (the Owners Corporation may require the applicant to pay for or accept responsibility for payment of the consultant's fee)

(b) in processing an application, the Owners Corporation:

- (i) may act in its own discretion;
- (ii) approve it unconditionally or may impose conditions; and
- (iii) may disregard its previous decisions.

(c) In processing an application, the Owners Corporation may require the payment of a bond:

- (i) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the Major Building Works
- (ii) to be applied by the Owners Corporation towards rectification of any possible damage to Common Property as a result of carrying out the Major Building Works; and
- (iii) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights and functions under this by-law.

(d) the role of the Owners Corporation in processing and approving an application is procedural only. The Owners Corporation does not take any responsibility for the adequacy or appropriateness of any approval I may give.

(e) If the Owners Corporation has not approved an application for Major Building Works within 42 days of receiving the application then the Owners Corporation will be regarded as not approving the application before it.

(f) The Owners Corporation may revoke an approval if an Owner does not comply with the conditions in the approval.

4. Pre-conditions to commencing to carry out Major Building Works

(a) the provisions of this by-law apply to all Major Building Works, whether to a Lot or to Common Property.

(b) Owners must not commence to carry out Major Building Works unless:

- (i) the Owners Corporation has approved the works in accordance with this by-law (clause 1).
- (ii) the Owners Corporation has approved the plans and specifications for the Major Building Works in accordance with this by-law (clause 1).
- (iii) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;
- (iv) all relevant insurances (if applicable) are in place and copies of the policy and the certificate of Currency provided to the Owners Corporation;
- (v) the bond (if any) required by the Owners Corporation has been paid to the Owners Corporation;
- (vi) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the Major Building Works; and
- (vii) the Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)).

5. Pre-conditions to commencing to carry out Major Building Works to Common Property

(a) the provisions of this by-law apply to Major Building Works to Common Property

(b) if Major Building Works (or some part of them) are to Common Property, then in addition to complying with other relevant parts of this by-law, the Owner to whom approval has been given must not commence to carry out the Major Building Works unless:

- (i) a special resolution has first been passed at a meeting of the Owners Corporation specifically authorizing the carrying out of the works; and

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(ii) if the ongoing maintenance of the Common Property affected by the works is to be the responsibility of the Owner:

- A. a special resolution has first been passed at a meeting of the Owners Corporation stipulating the ongoing maintenance of the relevant parts of the Common Property is the responsibility of the Owner;
- B. the Owners Corporation has made and registered a by-law to that effect; and
- C. the Owner has given the Owners Corporation its approval to the making of the by-law

6. Condition when carrying out Major Building Works

When carrying out Major Building Works an Owner to whom approval has been granted must:

- (a) comply with the reasonable requirements of the Owners Corporation and any conditions in the approval from the Owners Corporation;
- (b) comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;
- (c) ensure the works are carried out in a proper and workmanlike manner;
- (d) use only qualified and, where appropriate, licensed tradesmen;
- (e) ensure the works are carried out without undue delay;
- (f) ensure no materials, tools, rubbish, or debris are left lying about the Common Property;
- (g) cause as little disturbance to other Owners and Occupiers as is practicable;
- (h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (i) ensure no damage is caused to Common Property, or if damage is caused, immediately make good that damage;
- (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused immediately make good that damage; and
- (k) ensure the works are only carried out within the times permitted by any Development Consent or (if applicable) within the times permitted by the approval from the Owners Corporation.

7. Access to Common Property

The Owner to whom approval has been granted to carry out Major Building Works is authorized access to all relevant parts of the Common Property for the purposes of carrying out the Major Building Works for such reasonable period of time as may be necessary to carry out the Major Building Works (or for such time as permitted in any approval to the Major Building Works from the Owners Corporation)

8. Completion of Major Building Works

On completion of Major Building Works, the Owner who has carried out the works must:

- (a) ensure all rubbish and debris caused by the works is removed from the Building and environs;
- (b) ensure the Common Property is left clean and tidy;
- (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works; and
- (d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed Major Building Works do not impact on the structural integrity of the Building or upon Common Property.

9. Major Building Works must comply with Laws and requirements of Authorities

An Owner who has carried out Major Building Works must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

10. Indemnity

An Owner who has carried out Major Building Works agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

- (a) in connection with the major Building Works (including costs for approving the Major Building Works); and
- (b) arising out of damage to property (including, without limitation, to the Common Property) or injury to persons as a result of carrying out the Major Building Works or resulting from the Major Building Works once installed.

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11. Right in Owners Corporation to remedy

At its discretion, the Owners Corporation may:

- (a) perform any obligation which an Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of the Parcel to carry out its rights in this by-law; and
- (c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner of the relevant Lot, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

12. Future alteration to Major Building Works

Owners and Occupiers must not make any alterations, additions or modifications to Major Building Works, once installed, without following the procedures in this by-law.

13. Major Building Works Not Permitted to Remain

Owners must not permit to remain on their Lot or Common Property any Major Building Works which have not been approved by the Owners Corporation in accordance with this by-law. This provisions of this by-law do not apply to any Major Building Works carried out prior to the date of registration of this by-law.

14. Development Consent

Approval by the Owners Corporation to a Development Application must not be regarded as approval by the Owners Corporation to carry out the Major Building Works he subject of the Development Application. Approval of the Owners Corporation to the Major Building Works must be obtained following the procedures in this by-law.

10 Recovery of Administrative Costs

Registration Date: 06/10/2019

- i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/s of a lot within the scheme.
- ii. Examples include, but are not limited to, additional expenses incurred for remedying By- law breaches, damaged caused to common property as a result of moving furniture, damaged caused to common property as a result of refusing to allow access to a lot, fines or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods.

A) Definitions

- i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
- ii. The following terms are defined to mean:
 - 'Administrative Cost' means the costs incurred by the Owners Corporation imposed by the Owners Corporations Agents, other authorities or increases in insurance premiums.
 - 'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, consultant, legal counsel or other personnel engaged by the Owners Corporation.
 - 'the Act' means the Strata Schemes Management Act 2015
 - 'Other Authorities' includes but is not limited to any government or statutory authority such as the NSW Fire Brigades, Local Council or Work Cover.
 - 'Increases in Insurance Premiums' means increases in the Owners Corporations building insurance or public liability premiums

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'Activities or Behaviour' includes but is not limited to, breaching the Owners Corporations By-laws, damaging common property, refusing access to the lot to allow an inspection of fire services and window locks, excessive or inordinate contact with the Owners Corporations agents which incurs a fee.

B) Rights and Obligation of Owners

- i. A lot owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, other authorities or increases in insurance premiums to the activities or behaviour of owner/s or tenants;
- ii. A lot owner must take all reasonable steps to ensure that any occupier of their lot/s complies with all by-laws;
- iii. This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each) and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;
- iv. Where an administrative cost has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation that the administrative fee be reduced or waived.
- v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

- i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
- ii. The Owners Corporation must not impose a fee or seek compensation from a lot owner unless the proposed fee has been approved by the Strata Committee or Owners Corporation;
- iii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- iv. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- v. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- vi. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

11 Recovery of Stationery Expenses

Registration Date: 06/10/2019

Intention

- i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.
- ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

A) Definitions

- i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
- ii. The following terms are defined to mean:
'Stationery Expense' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;
'Administrative Fee' means an amount of \$20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation
'New Owners' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered.
'Notice' means any written correspondence that is issued by the Owners Corporation by post or other non-electronic means

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'the Act' means the Strata Schemes Management Act 2015

B) Rights and Obligation of Owners

- i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.
- ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.
- iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee
- iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived.
- v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

- i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
- ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- iii. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- iv. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- v. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

12 Pre-Meeting & Electronic Voting

Registration Date: 06/10/2019

A) Intention

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

B) Pre-Meeting Electronic Voting

- (i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.
- (ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

C) Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

D) Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

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- (i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
- (ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

BL2 Parking amended as follows

Registration Date: 01/08/2017

- (a) An Owner or Occupier of a lot must not park or stand any motor or other vehicle on Common Property except with the prior written approval of the Owners Corporation.
- (b) Visitor Parking Spaces are for the use of Visitors to the complex.
A Visitor is a person who does not reside here or have this address listed on their Driver Licence.
- (c) Owners and Occupiers are not permitted to use the Visitor Parking Spaces without prior written approval of the Owners Corporation.
- (d) Notwithstanding Special By-Law 2(b), a Visitor may not park a motor vehicle in a Visitor Parking Space for a period of more than 48 hours without the written approval of the Owners Corporation.
- (e) Where an Owner or Occupier parks a motor vehicle in a Visitor Parking Space or other area of Common Property, without the prior written approval of the Owners Corporation, the relevant Owner or Occupier must pay a Parking Fee of \$50.00 per day to the Owners Corporation.
- (f) Parking in the Car Wash Bay is only permitted if you are washing your vehicle.
You must be in attendance with your vehicle.
- (g) An Owner or Occupier must not store any article, good, cupboard, equipment or the like within their Car Space (s) other than a duly registered vehicle as defined in the Road Transport (Vehicle Registration) Act 1997 or associated legislation as amended, without prior written approval from the Owners Corporation.

BL16 Keeping of Animals amended as follows:

Registration Date: 05/12/2017

- (a) Subject to Section 49 (4) of the Strata Schemes Management Act 1996, an owner of a lot must not, without the prior written approval of the Owners Corporation, keep any animal (except a small dog, a cat, small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (b) If an owner or occupier of a lot keeps a small dog, a cat, small caged bird on the lot then the owner or occupier must:
 - i. Notify the Owners Corporation that the animal is being kept on the lot,
 - ii. Supply the written consent of the owner of the lot,
 - iii. Supervise the animal when it is on the common property,
 - iv. Take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal; and
 - v. not keep any caged birds or aquariums on the balcony within the lot
- (c) The Owners Corporation reserves the right to withdraw this consent and require the animal to be

Report Date: 6th October 2019

Strata Plan 89754
273A FOWLER ROAD ILLAWONG

removed in the event of it causing a nuisance.

SAMPLE REPORT